NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONERS COURT
April 5, 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 – 26)

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From:	0101000494004310	Advertisement/Legal Notices	$881.25
To:	0101000494004311	Advertisement Genera	$881.25

4. Discuss, consider and take appropriate action on a line item transfer for the On-Site Sewage Facilities Division.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0661-004415	Vehicle Insurance Deductible	$149.10
From	0100-0661-005700	Vehicles > $5,000	$91.40
From	0100.0661.003010	Computer Equipment < $5,000	$1,139.50
To	0100-0661-004208	Internet Cloud Solutions	$1,380.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0560.005740	Computer Equipment >5,000	$87,123.29

To	0100.0560.003010	Computer Equipment	$87,123.29

6. Discuss, consider, and take appropriate action acknowledging line item transfers of $500 or less completed by the County Auditor during Oct 2021 to March 2022 (FY22 1st and 2nd Quarter).

7. Discuss, consider, and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through Auction, pursuant to Tx. Local Gov't Code 263.152, for the period of 03/01/2022 through 03/31/2022.

8. Discuss, consider, and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through Destruction, pursuant to Tx. Local Gov't Code 263.152, for the period of 03/01/2022 through 03/31/2022.

9. Discuss, consider, and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through Transfer, pursuant to Tx. Local Gov't Code 263.152, for the period of 03/01/2022 through 03/31/2022.

10. Discuss and take appropriate action to establish an additional $100 cash drawer for Animal Services for an existing employee.

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

12. Discuss, consider, and take appropriate action on approving property tax refunds over $2,500.00 thru 03/31/2022 for the Williamson County Tax Assessor/Collector.

13. Discuss, consider and take appropriate action authorizing the County Judge to execute the General and No Litigation Certificate of Williamson County relating to the Capital Area Housing Finance Corporation's Multifamily Housing Revenue Bonds (1800 Apartments Project) Series 2022.

14. Discuss, consider and take appropriate action authorizing the County Judge to execute the General and No Litigation Certificate of Williamson County relating to the Capital Area Housing Finance Corporation's Multifamily Housing Revenue Bonds (Legacy Senior Residences at San Antonio Street Project) Series 2022.

15. Discuss, consider and take appropriate action on approving the services of interior and exterior painting at the Williamson County Berry Springs Park House between NMCB, Inc. d/b/a CertaPro Painters of Northern Central Texas and Williamson County for the not-to-exceed amount $4,094.28 for the interior, and $1,791.75 for the exterior, for a total not-to-exceed amount of $5,886.03, and authorizing the execution of this agreement.

16. Discuss, consider and take appropriate action on approving the pole license agreement between Williamson County and Oncor Electric Delivery Company LLC (Oncor) which will enable the County to attach wireline and wireless equipment to Oncor owned poles and authorizing execution of the agreement.

17. Discuss, consider and take appropriate action on approving change order to Southwest Regional Park Splash Pad repair agreement originally approved on 03.22.2022 under agenda item #35 in the amount of $15,652.50, adding an amount of $23,200.00, exempting this purchase from the competitive bid/proposal requirements pursuant to the discretionary exemption as set forth under Texas Local Government Code § 262.024 (2) [an item necessary to preserve and protect the public health or safety or the residents of the county] and § 262.024 (3) [an item necessary because of unforeseen damage to public property].

18. Discuss, consider and take appropriate action on Supplemental Agreement No. 1 to Agreement for Design & Engineering Services, as amended, with Reliance Architecture, LLC. for the Justice Center New County and Attorney General Courts (P515). Due to the need for additional services, the contract is increased by $26,350. Point of contact is Trenton Jacobs, County Architect.

19. Discuss, consider and take appropriate action on Supplemental Agreement No. 1 to Agreement for Design & Engineering Services, as amended, with Wiss, Janney, Elstner Associates, Inc. for the Expo Center Winter Storm Repairs (P566). Due to the need for additional services, the contract is increased by $11,600 and the schedule is being adjusted to add Ninety (90 days) for construction administration. Point of contact is Angel Gomez, Williamson County Project Manager with Facilities Management.

20. Discuss, consider and take appropriate action on Amendment No. 1 to Agreement for Design & Engineering Services with Wiss, Janney, Elstner Associates, Inc. for the Expo Center Winter Storm Repairs (P566), due to the need to clarify invoicing methods in the contractual language. Point of contact is Angel Gomez, Williamson County Project Manager with Facilities Management.

21. Discuss, consider and take appropriate action on Amendment No. 1 to Agreement for Design & Engineering Services with Reliance Architecture, LLC. for the Justice Center New District Court Chambers (P515), due to the need to expedite the project and to clarify invoicing methods in the contractual language. Budget will be increased by $10,970 and project schedule will be reduced by 268 days. Point of contact is Trenton Jacobs, County Architect.

22. Discuss, consider and take appropriate action on a Contract Assignment between Austin Truck & Equipment LTD as assignor, and Doggett Freightliner of South Texas, LLC DBA Freightliner of Austin, as assignee, in relation to the previous Williamson County Contracts.

23. Discuss, consider and take appropriate action on authorizing the extension of Contract #T3353 Cast in Place Concrete Contract, renewal option period #1, for the same pricing (not to exceed $600,000), terms and conditions as the existing contract with RHB Construction for the term of 4/19/22 - 4/18/23.

24. Discuss, consider and take appropriate action on approving a license agreement with Stonewall Ranch Master Community, Inc. – Precinct 2.

25. Discuss, consider and take appropriate action on approval of the preliminary plat for the County Estates subdivision – Precinct 3.

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

REGULAR AGENDA

27. Discuss, consider, and take appropriate action on a proclamation declaring April 2022 to be National Child Abuse Prevention and Awareness Month in Williamson County.

28. 09:30 AM - Hold Public Hearing regarding setting the rate associated with the mandatory provider participation payments that Williamson County may require of all local hospitals for fiscal year (FY) 2022 in relation to the Williamson County Health Care Participation Program and establish how the revenue derived from those payments may be spent in accordance with Chapter 292B of the Texas Health & Safety Code and the Williamson County Health Care Provider Participation Program Rules and Procedures.

29. Discuss, consider and take appropriate action on setting the rate associated with the mandatory provider participation payments that Williamson County may require of all local hospitals for fiscal year (FY) 2022 in relation to the Williamson County Health Care Participation Program and establish how the revenue derived from those payments may be spent in accordance with Chapter 292B of the Texas Health & Safety Code and the Williamson County Health Care Provider Participation Program Rules and Procedures.

30. Deliberate, discuss, consider, receive information/situational updates and take any appropriate action on public health and safety related matters, issues, business and concerns resulting from and pertaining to the severe weather event consisting of multiple tornadoes, high winds and severe thunderstorms experienced in Williamson County, Texas on March 21, 2022.

31. Discuss, consider, and take appropriate action on the issuance of a countywide burn ban for a period to be set by the Commissioners Court; and to authorize the County Judge the authority to lift the order banning outdoor burning if conditions improve.

32. Discuss, consider and take appropriate action regarding the engagement of the law firm of Bickerstaff Heath Delgado Acosta LLP to represent Bill Gravell, in his official capacity as Williamson County Judge, in the election contest, *Ryan Gallagher v. Bill Gravell*, No. 22-0372-C425 in the 425 District Court of Williamson County, and Williamson County in other legal services assigned or requested, only if the scope of which is confirmed by the Williamson County Commissioners Court or its Office of General Counsel; and exemption of these services from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personal or professional services, as set forth under Tex. Loc. Gov't Code § 262.024(a)(4).

33. Discuss, consider, and take appropriate action on the approval of The Purpose Project grant resolution for Juvenile Services.

34. Discuss, consider, and take any appropriate action regarding the authorization for Williamson County to participate in a joint election with other political subdivisions to be conducted on May 7, 2022.

35. Discuss, consider and take appropriate action for establishing the Central Counting Station and appointment of officers to serve at the Central Counting Station for the election to be held on May 7, 2022.

36. Discuss, consider, and take any appropriate action regarding the approval of additions to the previously approved early voting polling locations and election day vote centers for the May 7, 2022 Constitutional Amendment and Special Elections of Williamson County.

37. Discuss, consider and take appropriate action on the extension of Contract #1612-131, Renewal #3, for Payroll Services for Existing Temporary Labor for the Elections Administration for the term of April 19, 2022 – April 18, 2023, with Evins Personnel Consultants, Inc.

38. Discuss, consider, and take appropriate action on awarding RFQ #22RFSQ33 Design and Construction Administration for Juvenile Justice Center Addition to BLGY, Inc. and authorizing the execution of the agreement. Funding Source P578 (TANS).

39. Discuss, consider, and take appropriate action on Contract Amendment No. 5 to the Corridor H (Sam Bass Road) contract between Williamson County and K Friese + Associates, Inc. relating to the 2019 Road Bond Program.
Project: P462 Fund Source: Road Bonds

40. Discuss, consider and take appropriate action on a real estate contract with Chad and Angela Nichols for 0.1549 AC of right of way needed on the CR 129 project (Parcel 3). Funding Source: Road Bonds P375

41. Discuss, consider and take appropriate action on a real estate contract with Brian and Lori Snider for 0.4553 AC of right of way needed on the CR 129 project (Parcel 6). Funding Source: Road Bonds P375

42. Discuss, consider and take appropriate action on a real estate contract with Santa Aguirre Mondragon for 0.015 AC of right of way needed on the CR 129 project (Parcel 5). Funding Source: Road Bonds P375

43. Discuss, consider and take appropriate action on a real estate contract with John and Trissa Williams for 0.0225 AC of right of way needed on the CR 129 project (Parcel 9). Funding Source: Road Bonds P375

44. Discuss, consider and take appropriate action on a real estate contract with Jordan and Ashley Danks for 0.078 AC of right of way needed on the CR 129 project (Parcel 4). Funding Source: Road Bonds P375

45. Discuss, consider and take appropriate action on a real estate contract with Adam Guadian, Catalina Nader Guadian and Sofia Nader for 0.0488 AC and 0.0762 AC of right of way needed on the CR 129 project (Parcel 10A and 10B). Funding Source: Road Bonds P375

46. Discuss, consider and take appropriate action on a real estate contract with The Worship Place (Interdenominational) for 0.1398 AC of right of way needed on the CR 245 project (Parcel 4). Funding Source: Road Bonds P353

47. Discuss, consider and take appropriate action on a real estate contract with Austin Krishnas for 0.038 AC of right of way needed on the Sam Bass Road project (Parcel 37). Funding Source: Road Bonds P462

48. Discuss, consider and take appropriate action on a real estate contract with Solana Ranch Company for 0.814 AC and 1.011 AC of right of way needed on the CR 305/CR 307 project (Parcel 1A and 1B). Funding Source: Road Bonds P581

49. Discuss, consider and take appropriate action on 4 claims for moving expenses related to the right of way acquisition on Sam Bass Road--Parcel 13. Funding Source: Road Bonds P462

Units E10 and 135- Hartman
Unit O42- Paterson
Unit B11- CTUSG

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)."

50. 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.

51. 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

52. 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. 1:21-00481-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
15. Cause No. 2022CI0574; Chris Noel Carlin v. Jacquelyn F. Callanen, et al.; 408th District Court, Bexar County, Texas

16. Cause No. 22-0372-C425; Ryan Gallagher, Contestant v. Bill Gravell, In his official capacity as Williamson County Judge; 425th Judicial District Court, 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:

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.

53. 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).

54. Deliberate the appointment, employment, evaluation, reassignment, duties, discipline and/or dismissal of Williamson County officers, directors, employees and/or positions, including but not limited to conducting deliberation and discussion pertaining to annual reviews of department heads and appointed officials (Executive Session as per Tex. Gov. Code Section 551.074 – Personnel Matters).

REGULAR AGENDA (continued)

55. Discuss and take appropriate action concerning real estate.

56. Discuss and take appropriate action concerning economic development.

57. 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. 1:21-00481-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
15. Cause No. 2022CI0574; Chris Noel Carlin v. Jacquelyn F. Callanen, et al.; 408th District Court, Bexar County, Texas
16. Cause No. 22-0372-C425; Ryan Gallagher, Contestant v. Bill Gravell, In his official capacity as Williamson County Judge; 425th Judicial District Court, 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:

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.

58. 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.

59. Comments from Commissioners.

60. 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 1st day of April 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: 04/05/2022

Line Item Transfer to cover job postings in the Wilco Sun, Taylor Press and Hill Country News

Submitted By: Kerstin Hancock, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

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

Background

This transfer is necessary to cover cost for job postings that were placed in county newspapers in an attempt to cast a wider net for applicants. Back-up attached.

Fiscal Impact

From/To	Acct No.	Description	Amount
From:	0101000494004310	Advertisement/Legal Notices	$881.25
To:	0101000494004311	Advertisement Genera	$881.25

Attachments

Taylor Press

Hill Country News

Wilco Sun

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	03/31/2022 08:44 AM
Purchasing (Originator)	Joy Simonton	03/31/2022 10:24 AM
County Judge Exec Asst.	Becky Pruitt	03/31/2022 10:29 AM
Budget Office	Sarah Crain	03/31/2022 11:04 AM
Form Started By: Kerstin Hancock		Started On: 02/17/2022 10:50 AM
Final Approval Date: 03/31/2022		

TAYLOR PRESS
211 W. 3rd ST
Taylor, TX 76574

Invoice

Invoice #
4361

WILLIAMSON COUNTY PURCHASING DEPT
KERSTIN HANCOCI
100 WILCO WAY, SUITE P101
GEORGETOWN, TX 78626

Date
3/6/2022

APPROVED
By Kerstin Hancock at 1:49 pm, Mar 11, 2022

01.0100.0494.004310 $ 189.00

Account #	P.O. No.	Rep	Terms
		CH	Net 10

Date	Tag Line	Width	Height	Qty	Rate	Amount
3/6/2022	SEEKING APPLICANTS FOR A PURCHASING SPECIALIST III POSITION	3	4.5	13.5	7.00	94.50

Total $94.50

We Appreciate Your Business!

512-352-8535 business@taylorpress.net

TAYLOR PRESS
211 W. 3rd ST
Taylor, TX 76574

Invoice #
4362

WILLIAMSON COUNTY PURCHASING DEPT
KERSTIN HANCOCI
100 WILCO WAY, SUITE P101
GEORGETOWN, TX 78626

Date
3/9/2022

Account #	P.O. No.	Rep	Terms
		CH	Net 10

Date	Tag Line	Width	Height	Qty	Rate	Amount
3/9/2022	SEEKING APPLICANTS FOR A PURCHASING SPECIALIST III POSITION	3	4.5	13.5	7.00	94.50

Total $94.50

We Appreciate Your Business!

512-352-8535 business@taylorpress.net

Williamson County Purchasing Department is seeking applicants for a

Purchasing Specialist III position

Minimum Requirements and skillsets: High school diploma or equivalent, Four (4) years of full-time experience in a Purchasing role as a Buyer or Purchasing Agent, where daily purchasing was the primary job duty, Excellent interpersonal, oral and written communication skills, Strong organizational skills and proven ability to maintain accurate, detailed records, Able to work under pressure in a high-volume office to meet departmental deadlines

A Williamson County online application
(resumes alone are not sufficient)
must be received before the position is closed.
Positions are open until filled.

The Human Resources Department is located at 301 South/East Inner Loop, Suite 108, Georgetown, TX 78626.
Phone (512) 943-1533 or visit our website at https://www.governmentjobs.com/careers/williamsonco

Hill Country News
P.O. Box 1777
Cedar Park, TX 78630 US
(512) 259-4449
bookkeeper@hillcountrynews.com

HILL COUNTRY NEWS

Invoice 9300

APPROVED
By Kerstin Hancock at 2:12 pm, Mar 30, 2022

01.0100.0494.004311
$105.00

BILL TO
WILLIAMSON COUNTY
PURCHASING DEPT
100 WILCO WAY
STE P101
GEORGETOWN, TX 78626

DATE	PLEASE PAY	DUE DATE
03/10/2022	**$105.00**	03/20/2022

ISSUE DATE	SERVICE	AMOUNT
03/10/2022	PURCH SPEC III 3X2.5, 7.5 @ $14.00	105.00

PURCHASING SPECIALIST III

TOTAL DUE $105.00

THANK YOU.

We appreciate your business!

WILLIAMSON COUNTY
1848

Purchasing Specialist III

Full-Time - $22.49 - $26.22 Hourly

JOB SUMMARY

Reporting directly to the Deputy Purchasing Agent, responsible for intermediate purchasing duties, with buyer responsibilities, by assisting county department and external vendors through the purchasing cycle, to objectively and legally procure goods and services. Level III of III in Purchasing Specialist function.

EXAMPLES OF WORK PERFORMED

- Creates, approves, audits and files purchase orders and requisitions, as assigned
- Provides administrative support to the Purchasing department staff, utilizing MS Office Suite, and various Purchasing software programs
- Assists with preparation, administration, and evaluation of bids, proposals and contracts, makes any necessary recommendations and maintains bid files, per policy
- Assures that anticipated expenditures are legal and properly authorized prior to encumbering funds and best value is achieved for purchases.
- Manages financial risk in a manner that places the county in the best position possible through contract clause development
- Provides strategic input as it relates to the procurement process
- Analyzes high volume materials and services to determine the best sourcing strategy between independent bid and cooperative purchasing methods
- Answers/routes telephone calls and assists with walk in visitors
- Performs special projects, and other duties as assigned
- Readily complies with departmental and countywide policies and procedures
- The physical demands and environmental factors listed below as well as regular attendance are also essential functions for this position

ORGANIZATION RELATIONSHIPS

- Reports directly to – Deputy Purchasing Agent
- Direct Reports – No

PHYSICAL DEMANDS

- Position involves prolonged sitting at a workstation, reaching, walking, twisting, bending, repetitive motions, and standing
- Position involves occasional lifting and carrying of up to twenty-five (25) pounds and exertion of up to twenty-five (25) pounds of force to move objects

ENVIRONMENTAL FACTORS

- Work is primarily indoors in an air-conditioned environment
- Frequent communication with external vendors, the general public and county personnel, including occasional travel between sites

The above statements are intended to describe the general nature and level of work being performed by individuals assigned to this job. They are not intended to be an exhaustive list of all responsibilities, duties, and skills required of personnel so classified in this position. This job description is subject to change as the needs and requirements of the job change.

MINIMUM QUALIFICATIONS

- High school diploma or equivalent
- Four (4) years of full-time experience in a Purchasing role as a Buyer or Purchasing Agent, where daily purchasing was the primary job duty
- Excellent interpersonal, oral and written communication skills
- Strong organizational skills and proven ability to maintain accurate, detailed records
- Able to work under pressure in a high-volume office to meet departmental deadlines
- Maintain a satisfactory motor vehicle record

LICENSES AND CERTIFICATIONS

Required within thirty (30) days of employment

- Valid driver's license

PREFERRED QUALIFICATIONS

- Associates degree or higher in Business Administration, Accounting, Finance, Procurement, Public Administration or related field
- Experience with Oracle or other ERP purchasing systems
- Professional work experience in Contract Administration, Procurement or Business Administration to include complex contract issues and dealing with multiple outside agencies
- Four (4) years full-time experience with Windows, Microsoft Word, Excel, PowerPoint, Access, 10 key calculator by touch, fax and copy machines
- Experience with the daily application of public purchasing statutes within the Texas Local Government Code and / or Texas Government Code.
- Experience with conducting the complete purchasing cycle--including RFQs (Requests for Qualifications) and RFPs (Requests for Proposals).
- Experience managing multiple short-term projects and meeting required deadlines.
- Certification from an accredited National Purchasing Association.
- Data entry efficiency at a minimum of 55 wpm

EMPLOYMENT TESTING

Employment is contingent on passing any post-offer pre-employment screening as listed below:

- Criminal background check: Yes
- Motor Vehicle Record check: Yes
- Drug screening: No
- Physical exam: No
- Psychological exam: No
- Additional: N/A IRREGULAR HOURS
- Work outside of the normal office hours (Monday-Friday 8 a.m. to 5 p.m.) may be required
- Non-Essential personnel for emergency situations; discretion of department director

TOBACCO FREE WORKPLACE POLICY

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WILLIAMSON COUNTY
1848

Purchasing Specialist II

Full-Time - $20.37 - $22.13 Hourly

JOB SUMMARY

Reporting directly to a Senior Purchasing Coordinator, responsible for intermediate purchasing duties, with buyer responsibilities, and providing administrative and front desk support for the Purchasing Department. Level II of III in Purchasing Specialist function.

EXAMPLES OF WORK PERFORMED

- Performs front desk duties such as providing courteously answering /routing telephone calls, assisting walk-in visitors by greeting and directing them
- Creates, approves, audits and files purchase orders and requisitions, as assigned
- Provides administrative support to the Purchasing department staff, utilizing MS Office Suite, and various Purchasing software programs
- Assists with preparation and administration of the county bid process
- Performs internal audits of department bid files to ensure compliance
- Assures that anticipated expenditures are legal and properly authorized prior to encumbering funds and best value is achieved for purchases
- Works with selected vendor/contractor to aid their understanding of the purchasing requirements for local governmental entities
- Responsible for disposition of surplus property during transfer, auction, and sale processes
- Analyzes high volume materials and services to determine the best sourcing strategy between independent bid and cooperative purchasing methods
- Assists with the administration of county Procurement Cards
- Under general supervision, may perform varied and specialized capital assets inventory control work
- Reviews purchasing-related forms and documentation for completeness works with County personnel to obtain needed information assigns applicable codes, and sorts forms to be entered to database
- Assists Auditors Office in asset management by assembling documents and generating reports regarding the records maintained
- Performs training, testing and support of various Purchasing software programs
- Performs special projects and other duties as assigned
- Attends meetings, conferences, and trainings, to remain current on professional techniques and principles
- Readily complies with departmental and countywide policies and procedures
- The physical demands and environmental factors listed below as well as regular attendance are also essential functions for this position

ORGANIZATION RELATIONSHIPS

- Reports directly to – Sr. Purchasing Coordinator Support
- Direct Reports – No

PHYSICAL DEMANDS

- Position involves prolonged sitting at a workstation, reaching, walking, twisting, bending, repetitive motions, and standing
- Position involves occasional lifting and carrying of up to twenty-five (25) pounds and exertion of up to twenty-five (25) pounds of force to move objects

ENVIRONMENTAL FACTORS

- Work is primarily indoors in an air-conditioned environment
- Frequent communication with external vendors, the general public and county personnel, including occasional travel between sites

The above statements are intended to describe the general nature and level of work being performed by individuals assigned to this job. They are not intended to be an exhaustive list of all responsibilities, duties, and skills required of personnel so classified in this position. This job description is subject to change as the needs and requirements of the job change.

MINIMUM QUALIFICATIONS

- High School Diploma or equivalent
- Three (3) years of full-time experience, or a combination of education and experience, in a Purchasing role as a Buyer or Purchasing Agent, where daily purchasing was the primary job duty
- Strong organizational skills and proven ability to maintain accurate, detailed records that will be audited periodically
- Excellent interpersonal, oral and written communication skills
- Able to work under pressure in a high-volume office, produce accurate work and meet established deadlines
- Dependable, resourceful, able to work independently and to maintain strict confidentiality
- Working knowledge of specific job-related technology (i.e. Oracle, ERP)
- Maintain a satisfactory Motor Vehicle Record

LICENSES AND CERTIFICATIONS

Required within thirty (30) days of employment

- Valid driver's license

Preferred

- CPPB or similar certification from a National Purchasing Association, or willing to obtain such certification as soon as eligible

PREFERRED QUALIFICATIONS

- Associates degree or higher in Business Administration, Accounting, Finance, Procurement, or related field
- One (1) year full-time experience in Public Purchasing (preferably within a city, county, or state government)
- Three (3) years of full-time experience with Windows, Microsoft Word, Excel, Power Point, 10 key calculators by touch, fax and copy machines
- Knowledge of Texas Local Government Code, Texas Government Code, or related Public Purchasing statutes
- Experience with Oracle or other ERP purchasing systems
- Experience with Bonfire or similar electronic bidding software
- Experience with P-Card Platform "Smart Data Online (SDOL)"
- Experienced in providing friendly and professional front desk/window customer service
- Data entry efficiency at a minimum of 5 wpm

EMPLOYMENT TESTING

Employment is contingent on passing any post-offer pre-employment screening as listed below:

- Criminal background check: Yes
- Motor Vehicle Record check: No
- Drug screening: No
- Physical exam: No
- Psychological exam: No
- Additional:N/A

IRREGULAR HOURS

- Work outside of normal office hours (Monday-Friday 8 a.m. to 5 p.m.) may be required
- May be deemed essential personnel in the event of an emergency

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WILLIAMSON COUNTY SUN

PO Box 39
GEORGETOWN, TX 78627
Phone 512-930-4824

March 11, 2022
Invoice/Statement #45160

Williamson County Purchasing Dept.
Employment Display Ad
Purchasing Specialist III
Run Date: March 6, & March 9, 2022
Advertising Cost: $587.25

Payment is due by, April 20, 2022, 5pm. Please call to make a credit card payment. Or make your check payable to Williamson County Sun.

Thank you for your business.

Dawn Steele
The Williamson County Sun
circ@wilcosun.com
512-930-4824

APPROVED
By Kerstin Hancock at 2:14 pm, Mar 30, 2022

01.0100.0494.004311 $587.25

WILLIAMSON COUNTY
1848

Purchasing Specialist III

Full-Time - $22.49 - $26.22 Hourly

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EXAMPLES OF WORK PERFORMED

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MINIMUM QUALIFICATIONS

- High school diploma or equivalent
- Four (4) years of full-time experience in a Purchasing role as a Buyer or Purchasing Agent, where daily purchasing was the primary job duty
- Excellent interpersonal, oral and written communication skills
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- Able to work under pressure in a high-volume office to meet departmental deadlines
- Maintain a satisfactory motor vehicle record

LICENSES AND CERTIFICATIONS

Required within thirty (30) days of employment

- Valid driver's license

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Commissioners Court - Regular Session **4.**

Meeting Date: 04/05/2022

LIT for On-Site Sewage Facilities

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

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a line item transfer for the On-Site Sewage Facilities Division.

Background

This transfer is necessary to continue using permitting software for On-Site Sewage Facilities.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0661-004415	Vehicle Insurance Deductible	$149.10
From	0100-0661-005700	Vehicles > $5,000	$91.40
From	0100.0661.003010	Computer Equipment < $5,000	$1,139.50
To	0100-0661-004208	Internet Cloud Solutions	$1,380.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	03/29/2022 12:53 PM
Budget Office	Sarah Crain	03/29/2022 04:17 PM
Form Started By: Vicky Edwards		Started On: 03/29/2022 11:58 AM
Final Approval Date: 03/29/2022		

Commissioners Court - Regular Session **5.**

Meeting Date: 04/05/2022

Line Item Transfer

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 Sheriff's Office.

Background

This line item is being completed at the request of the County Auditor's Office. The price of the computers associated with the bulk purchase order completed by Information Technology was less than the $5,000 threshold for line item 01.0100.0570.005740. This transfer provides funding to the line item for the purchase as requested by the County Auditor's Office.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0560.005740	Computer Equipment >5,000	$87,123.29
To	0100.0560.003010	Computer Equipment	$87,123.29

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	03/30/2022 11:52 AM
Budget Office	Sarah Crain	03/30/2022 01:57 PM
Form Started By: Peggy Braun		Started On: 03/30/2022 11:26 AM
Final Approval Date: 03/30/2022		

Commissioners Court - Regular Session **6.**

Meeting Date: 04/05/2022

Line Item Transfers of $500 or Less Oct 21 to March 2022 FY22

Submitted By: Nancy Schiller, County Auditor

Department: County Auditor

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action acknowledging line item transfers of $500 or less completed by the County Auditor during Oct 2021 to March 2022 (FY22 1st and 2nd Quarter).

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

LIT FY22 - 1st QTR

LIT FY22-2nd QTR

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	03/31/2022 09:22 AM
Form Started By: Nancy Schiller		Started On: 03/31/2022 09:09 AM
Final Approval Date: 03/31/2022		

FY22 LIT's Equal to or Less Than $500 - 1st QTR

Dept	*From/To*	*Line #*				*Amount*
Constable Pct. 3	From	01	0100	0553	002050	$ 0.01
	To	01	0100	0553	001130	$ 0.01
Constable Pct. 1	From	01	0100	0551	004210	$ 490.00
	To	01	0100	0551	004209	$ 490.00
County Court at Law 2	From	01	0100	0427	004999	$ 8.00
	To	01	0100	0427	004621	$ 8.00
26th District Court	From	01	0100	0436	004999	$ 100.00
	From	01	0100	0436	003100	$ 400.00
	To	01	0100	0436	003005	$ 500.00
Justice of the Peace Pct. 2	From	01	0100	0452	004212	$ 185.40
	To	01	0100	0452	004209	$ 185.40
26th District Court	From	01	0100	0436	004999	$ 200.00
	From	01	0100	0436	004350	$ 300.00
	To	01	0100	0436	003005	$ 500.00
Records Mgmt.	From	01	0390	0390	003006	$ 1.00
	To	01	0390	0390	005751	$ 1.00
Budget	From	01	0100	0491	004350	$ 80.00
	To	01	0100	0491	004621	$ 80.00
County Court at Law 2	From	01	0100	0427	004999	$ 8.00
	To	01	0100	0427	004621	$ 8.00
26th District Court	From	01	0100	0436	004350	$ 50.00
	To	01	0100	0436	003005	$ 50.00
County Treasurer	From	01	0100	0497	004999	$ 124.00
	To	01	0100	0497	004500	$ 124.00
County Attorney	From	01	0100	0475	004902	$ 230.75
	To	01	0100	0475	004141	$ 230.75
Facilities	From	01	0100	0509	004500	$ 110.00
	To	01	0100	0509	002080	$ 110.00
Pretrial	From	01	0100	0591	004999	$ 300.00
	To	01	0100	0591	004141	$ 300.00

District Court	From	01	0100	0435	004999	$	99.00
	To	01	0100	0435	003005	$	99.00
District Clerk	From	01	0100	0450	004999	$	45.00
	To	01	0100	0450	003006	$	45.00
Fire Marshall	From	01	0100	0542	003100	$	50.00
	To	01	0100	0542	003905	$	50.00
County Judge	From	01	0100	0400	003005	$	400.00
	To	01	0100	0400	003006	$	400.00
Constable Pct. 3	From	01	0100	0553	004999	$	21.63
	To	01	0100	0553	003901	$	21.63
WC Historical Commission	From	01	0100	0636	004542	$	68.00
	To	01	0100	0636	003001	$	68.00
County Court at Law	From	01	0100	0425	004999	$	379.99
	To	01	0100	0425	004210	$	379.99
Elections	From	01	0100	0492	004251	$	500.00
	To	01	0100	0492	004621	$	500.00
District Attorney	From	01	0100	0440	002020	$	0.02
	To	01	0100	0440	001940	$	0.02

FY22 LIT's Equal to or Less Than $500 - 2nd QTR

Dept	*From/To*	*Line #*				*Amount*
EMS	From	01	0100	0540	003001	$ 36.00
	To	01	0100	0540	004216	$ 36.00
Constable Pct. 1	From	01	0100	0551	003100	$ 150.00
	To	01	0100	0551	003010	$ 150.00
County Attorney	From	01	0100	0475	003100	$ 33.00
	To	01	0100	0475	003311	$ 33.00
District Courts	From	01	0100	0435	005750	$ 324.00
	To	01	0100	0435	003005	$ 324.00
County Treasurer	From	01	0100	0497	004300	$ 17.36
	To	01	0100	0497	004231	$ 17.36
Constable Pct. 3	From	01	0100	0553	04999	$ 28.00
	To	01	0100	0553	04410	$ 28.00
Constable Pct. 1	From	01	0100	0551	003008	$ 400.00
	To	01	0100	0551	003110	$ 400.00
Facilities	From	01	0100	0509	004500	$ 65.25
	To	01	0100	0509	004350	$ 65.25
Commissioners Court	From	01	0100	0401	003100	$ 80.00
	To	01	0100	0401	004100	$ 80.00
EMS	From	01	0100	0540	003001	$ 42.00
	To	01	0100	0540	003804	$ 42.00
CO Tax Collector Assessor	From	01	0100	0499	004212	$ 200.00
	To	01	0100	0499	004544	$ 200.00
County Attorney	From	01	0100	0475	004902	$ 123.45
	To	01	0100	0475	003601	$ 80.00
	To	01	0100	0475	004141	$ 43.45
Facilities	From	01	0100	0509	003100	$ 200.00
	To	01	0100	0509	004999	$ 200.00
Non-Departmental	From	01	0100	0409	004999	$ 400.00
	To	01	0100	0409	004419	$ 400.00
Facilities	From	01	0100	0509	003901	$ 50.00

	To	01	0100	0509	003900	$	50.00
Constable Pct. 4	From	01	0100	0554	004216	$	480.58
	To	01	0100	0554	003002	$	480.58
Justice of the Peace Pct. 2	From	01	0100	0452	004999	$	12.81
	To	01	0100	0452	003006	$	12.81
Justice of the Peace Pct. 2	From	01	0100	0452	004999	$	47.95
	To	01	0100	0452	004209	$	47.95
On Site Sewage Facilities	From	01	0100	0661	004999	$	60.00
	To	01	0100	0661	003901	$	60.00
District Attorney's Office	From	01	0100	0440	003001	$	500.00
	To	01	0100	0440	003006	$	500.00
Constable Pct. 4	From	01	0100	0554	003003	$	282.17
	To	01	0100	0554	003002	$	282.17
Juvenile Services	From	01	0100	0576	004102	$	500.00
	To	01	0100	0576	004500	$	500.00
Justice of the Peace Pct. 1	From	01	0100	0451	003005	$	241.00
	To	01	0100	0451	004621	$	241.00
26th District Court	From	01	0100	0436	004212	$	154.98
	From	01	0100	0436	004350	$	200.00
	To	01	0100	0436	003006	$	354.98
Elections	From	01	0100	0492	004251	$	500.00
	To	01	0100	0492	004621	$	500.00
Purchasing Department	From	01	0100	0494	003100	$	139.00
	To	01	0100	0494	003006	$	139.00
Unified Road Systems	From	01	0200	0210	004505	$	500.00
	To	01	0200	0210	003109	$	500.00
Purchasing Department	From	01	0100	0494	003900	$	26.74
	To	01	0100	0494	004350	$	26.74
Commissioner Pct. 3	From	01	0100	0213	004999	$	2.07
	To	01	0100	0213	004350	$	2.07
Purchasing	From	01	0100	0494	003100	$	17.60
	To	01	0100	0494	003006	$	17.60

WC Historical Commission	From	01	0100	0636	004542	$	184.96
	To	01	0100	0636	003001	$	184.96
County Attorney	From	01	0100	0475	004902	$	40.00
	To	01	0100	0475	003601	$	40.00
Human Resources	From	01	0100	0402	004350	$	475.00
	To	01	0100	0402	004311	$	475.00

Commissioners Court - Regular Session **7.**

Meeting Date: 04/05/2022

Assets for Auction Monthly Report 4.5.22

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through Auction, pursuant to Tx. Local Gov't Code 263.152, for the period of 03/01/2022 through 03/31/2022.

Background

Please see the attached list.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Assets for Auction Monthly Report 4.5.22

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	03/31/2022 10:22 AM
County Judge Exec Asst.	Becky Pruitt	03/31/2022 10:30 AM
Form Started By: Mary Watson		Started On: 03/15/2022 12:59 PM
Final Approval Date: 03/31/2022		

"March 2022 Monthly Report **Court Date:** 4/5/2022

Williamson County - Assets for Auction

Agenda #: 28789

Item	Serial Number	Quantity	Department
Standing plastic guards-Covid Shield?		2	368th District
Dell Optiplex 780 computer and monitor	19782016597, S/T 935P9P1	1	368th District
Sound Off Signal model ENFWBFSF03	3BV99-01	1	911 Communications
Sound Off Signal model ENFTCDDGS1206	3BW00-001	1	911 Communications
Whelen CeCom Sapphire Siren & light controller	47358	1	911 Communications
Whelen Power control center 4 switch		1	911 Communications
Sound off signal interior light controller		2	911 Communications
Whelen outer edge emergency lights red/blue		2	911 Communications
LG 32LD 452B TV	207RMSS40918	1	911 Communications
Emergency lights Whelen inner edge visor light bar		1	911 Communications
Whelen siren/light controller 18 function w/slide		1	911 Communications
Rear post emergency lights for Explorer red/blue		2	911 Communications
Whelen model SA315P siren speaker w/mount bracket		1	911 Communications
Icom ID-880H	See List	4	911 Communications
Icom ID-1	3401470, 3401469	2	911 Communications
Icom AG-25	102495	1	911 Communications
Storage items Shelves		8	Building Maintenance
Table Saw	asset tag 2695	1	Building Maintenance
Dell Optiplex 7050	3R3C9M2	1	Constable 1
Dell Optiplex 7040	8D86ZG2	1	Constable 1
Dell Optiplex 7050	FDHRJK2	1	Constable 1
Dell Optiplex 7050	FGHWHN2	1	Constable 1
HP Envy photo 7885 Ink Jet Printer	TH78J2V12J	1	Constable 1
Dell OptiPlex 7050	BJFTJK2 25120035650	1	Constable 2
Dell OptiPlex 7050	BKGMJK2 25182854850	1	Constable 2
Dell OptiPlex 7050	BJQLJK2 25138138178	1	Constable 2
Dell 22 inch flat screen monitor model P2217H	Tag 9DNBPG2	1	Constable 2
Dell 22 inch flat screen monitor model P2217H	Tag 4FNBPG2	1	Constable 2
Dell 22 inch flat screen monitor model P2217H	Tag 6DNBPG2	1	Constable 2
Dell 22 inch flat screen monitor model P2217H	Tag 3DNBPG2	1	Constable 2
Dell Tower	7Z5HWK2	1	Constable 3
Dell Tower	89FLWK2	1	Constable 3
Dell Tower	G5221S2	1	Constable 3
Dell Tower	8JN3ZG2	1	Constable 3
Dell Tower	7ZGMWK2	1	Constable 3
2 drawer metal filing cabinet		1	County Attorney
Fellowes Powershred 220 Shredder	38221	1	County Attorney
Black guest chair		1	County Attorney
Dell Optiplex 7060	65XQCS2	1	County Attorney
Dell Optiplex 7060	JL8N0T2	1	County Attorney
Dell Optiplex 7060	65XPCS2	1	County Attorney
Dell 5330dn	DX7DQM1	1	County Attorney
Aleratec Shredder DS18		1	County Attorney
Metal 2 drawer cabinet		2	County Attorney
Dell Latitude 5290 2 in 1	B1GW4Q2	1	County Attorney
cubicle pieces - walls		4	County Attorney
Computer Monitors	See List	17	County Clerk
Latitude E5570	5XR7BG2	1	County Court at Law 3
U-shaped desk with hutch (from office 507)		1	Elections
U-shaped desk with hutch (from office 409)		1	Elections
Compact 5800I Shrink Wrapping System 240V	12778 #3890	1	Emergency Med Services
Dell Optiplex 7060 DesktopPC	5C511T2	1	Emergency Med Services
Dell Optiplex 7060 Desktop PC	5C411T2	1	Emergency Med Services
Dell Latitude 5290 2 in 1	B7JYMQ2, G019YT2	2	Emergency Med Services
Dell Latitude 5290 2 in 1	BZD76S2, 29C76S2	2	Emergency Med Services
Dell Latitude 3400	J649JT2, 2749JT2	2	Emergency Med Services
Dell docking stations	Unknown, GRBJW433, JB5JW43	3	Emergency Med Services
Misc. cables and adapters		5	Emergency Med Services

Metal filing cabinets with 4 drawers		3	Health District-County Purchased
Varidesk		1	Health District-County Purchased
Dell Computer Monitor Screens		4	Health District-County Purchased
Clear One Chat 150 Speakerphone	0563-1119-08	1	Health District-State Purchased
Explorer 4240HDC	PKGSSWFXN	1	Health District-State Purchased
Vidyo HD-100	1.0001E+13	1	Health District-State Purchased
Black video conferencing cart		1	Health District-State Purchased
Dell Desktop Optiplex 7060	J917KQ2	1	Health District-State Purchased
Dell Desktop Optiplex 7060	J8Q4KQ2	1	Health District-State Purchased
Dell Desktop Optiplex 7060	J9HXB62	1	Health District-State Purchased
Dell Desktop Optiplex 7060	J9J4KQ2	1	Health District-State Purchased
Two Piece Desk Set - Wood		2	Human Resources
Side Desk - Wood		1	Human Resources
Round Side Table - Wood		1	Human Resources
2 Drawer Lateral Filing Cabinet - Wood		1	Human Resources
Vari-Desk Adjustable Desk		3	Human Resources
Apple MacBook Model A2159	FVFCC8HSL40Y	1	Information Systems
Dell OptiPlex 7050 - Wilco #8195	2YR80Q2	1	Information Systems
Dell Precision T1700	2C46282	1	Information Systems
Toshiba Color TV Model 27A32	See List	3	Juvenile Services
Toshiba VHS/DVD Player model SD-V29U	ED13209566, ED13209563	2	Juvenile Services
Dell Optiplex 740	JSWD6J1	1	Juvenile Services
Dell Optiplex 790	7D2SLS1	1	Juvenile Services
Dell Latitude 3550	G1MKG22	1	Juvenile Services
Dell Latitude E6510	See List	4	Juvenile Services
Dell Latitude E6520	BG0TBS1	1	Juvenile Services
Dell Latitude E6530	3QK0XW1, 88LOXw1	2	Juvenile Services
Dell Latitude E6530	2PK0XW1	1	Juvenile Services
Dell Optiplex 740	2TWD6J1	1	Juvenile Services
Latitude E5540	G4Q7YY1	1	Sheriff's Office
Latitude	72NP2R1	1	Sheriff's Office
Latitude E6510	H4WJYN1	1	Sheriff's Office
Latitude E5570	D0DT2G2	1	Sheriff's Office
Dell Monitor	CN-0J6HFT-74445-487-A5YL	1	Sheriff's Office
Latitude E6540	95YPD72	1	Sheriff's Office
Latitude	H7Q23Q1	1	Sheriff's Office
Latitude E6540	4JVNZN1	1	Sheriff's Office
Latitude E6540	447ZD72	1	Sheriff's Office
OptiPlex 790	CGGLWR1	1	Sheriff's Office
Whiteboard		1	Sheriff's Office
Filing Cabinet		1	Sheriff's Office
Fingerprint stations		2	Sheriff's Office
Wood cabinet		1	Sheriff's Office
Tria 13-14150	AEB 1415G Asset tag# 5771	1	Sheriff's Office
Viewsonic Monitor - Model # VS11654		1	Sheriff's Office
HP Laser Jet Pro MFP M477/fdw	VNB8K3N487	1	Sheriff's Office
dark brown desk and drawers		1	Sheriff's Office
light brown desk and book shelf		1	Sheriff's Office
Wooden tv stand		1	Sheriff's Office
Dell Optiplex 7040 #5782	8LYS382	1	Sheriff's Office
Metal folding table		1	Sheriff's Office
Floor Drop Safe	DH134EI12390001590E	1	Tax Assessor/Collector
Large Black File Cabinet w/Keys		1	Veteran Services
Tan File Cabinet - No Keys		1	Veteran Services
Dell Latitude E6530	62HDTY1	1	Veteran Services
Dell Latitude E6530	JQXFJ02	1	Veteran Services

Asset Status Change

Title:	i:0#.f|membership|jtredemeyer@wilco.org - 02-03-2022
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	2
1. Description:	standing plastic guards-Covid shield?
1. Manufacturer ID #:	n/a
1. Oracle Asset #:	NOT LISTED IN ORACLE
1. Condition of Assets:	Working
Transferring Dept.:	368th District
Transferring Dept. Contact Person	Jennifer Tredemeyer
Transferring Dept. Contact Ph#:	512-943-1368
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Jennifer Tredemeyer 3/2/2022 3:22 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	4/5/2022
Agenda Item:	28789

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|jtredemeyer@wilco.org - 02-03-2022
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell Optiplex 780 computer and mnitor
1. Manufacturer ID #:	19782016597, Service Tag 935P9P1
1. Oracle Asset #:	55874
1. Condition of Assets:	Working
Transferring Dept.:	368th District
Transferring Dept. Contact Person	Jennifer Tredemeyer
Transferring Dept. Contact Ph#:	512-943-1368
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Jennifer Tredemeyer 3/2/2022 3:14 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	4/5/2022
Agenda Item:	28789

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|jeff.spencer@wilco.org - 23-03-2022
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Whelen Ce Com Sapphire Siren and light controller
1. Manufacturer ID #:	47358
1. Oracle Asset #:	NOT LISTED IN ORACLE
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	Whelen power control center 4 switch
2. Oracle Asset #:	NOT LISTED IN ORACLE
2. Condition of Assets:	Working
3. Quantity (Mandatory):	2
3. Description:	SOUNDOFF SIGNAL INTERIOR LIGHT CONTROLLER
3. Oracle Asset #:	NOT LISTED IN ORACLE
3. Condition of Assets:	Unknown
4. Quantity (Mandatory):	2
4. Description:	WHELEN OUTER EDGE EMERGENCY LIGHTS RED/ BLUE
4. Oracle Asset #:	NOT LISTED IN ORACLE
4. Condition of Assets:	Working
Transferring Dept.:	911 Communications
Transferring Dept. Contact Person	Jeff Spencer
Transferring Dept. Contact Ph#:	512-943-1390
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Thomas Piche 3/23/2022 11:21 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	4/5/2022
Agenda Item:	28789

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|jeff.spencer@wilco.org - 23-03-2022
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	SOUND OFF SIGNALL MODEL ENFWBFSF03 EMERGENCY LIGHTS RED/ BLUE/ WHITE
1. Manufacturer ID #:	3BV99-01
1. Oracle Asset #:	NOT FOUND IN ORACLE
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	SOUND OFF SIGNAL MODEL ENFTCDDGS1206 REAR EMERGENCY LIGHT ARROW RED/ YELLOW/ BLUE
2. Manufacturer ID #:	3BW00-001
2. Oracle Asset #:	NOT FOUND IN ORACLE
2. Condition of Assets:	Working
Transferring Dept.:	911 Communications
Transferring Dept. Contact Person	Jeff Spencer
Transferring Dept. Contact Ph#:	512-943-1390
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Thomas Piche 3/23/2022 11:20 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	4/5/2022
Agenda Item:	28789

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|jeff.spencer@wilco.org - 23-03-2022
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	LG 32LD 452B TV
1. Manufacturer ID #:	207RMSS40918
1. Oracle Asset #:	NOT FOUND IN ORACLE
1. Condition of Assets:	Non-Working
2. Quantity (Mandatory)::	1
2. Description:	EMERGENCY LIGHTS WHELEN INNER EDGE VISOR LIGHT BAR SET- RED/ BLUE/ WHITE
2. Manufacturer ID #:	N/A
2. Oracle Asset #:	NOT FOUND IN ORACLE
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	WHELEN SIREN/ LIGHT CONTROLLER 18 FUNCTION W/ SLIDE
3. Manufacturer ID #:	04483
3. Oracle Asset #:	NOT FOUND IN ORACLE
3. Condition of Assets:	Working
4. Quantity (Mandatory):	2
4. Description:	REAR POST EMERGENCY LIGHTS FOR EXPLORER RED/ BLUE
4. Manufacturer ID #:	N/A
4. Oracle Asset #:	NOT FOUND IN ORACLE
4. Condition of Assets:	Working
5. Quantity (Mandatory):	1
5. Description	WHELEN MODEL SA315P SIREN SPEAKER W/ MOUNT BRACKET
5. Oracle Asset #	NOT FOUND IN ORACLE
5. Condition of Assets	Working
Transferring Dept.:	911 Communications
Transferring Dept. Contact Person	Jeff Spencer
Transferring Dept. Contact Ph#:	512-943-1390

Asset Status Change

Asset Status Change

Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Thomas Piche 3/23/2022 11:21 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	4/5/2022
Agenda Item:	28789

Asset Status Change

Title:	i:0#.f|membership|michael.moody@wilco.org - 21-01-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	4
1. Description:	ICOM ID-880H
1. Manufacturer ID #:	1502605, 1502061, 1502691, 1503007
1. Oracle Asset #:	75150, 75151, 75152,
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	2
2. Description:	ICOM ID-1
2. Manufacturer ID #:	3401470, 3401469
2. Oracle Asset #:	75155, 75154
2. Condition of Assets:	Unknown
3. Quantity (Mandatory):	1
3. Description:	ICOM AG-25
3. Manufacturer ID #:	0102495
3. Oracle Asset #:	NOT FOUND IN ORACLE
3. Condition of Assets:	Unknown
Transferring Dept.:	911 Communications
Transferring Dept. Contact Person	Michael Moody
Transferring Dept. Contact Ph#:	512-864-8234
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Thomas Piche 4/1/2021 11:18 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	4/5/2022
Agenda Item:	28789
Asset(s) delivered to warehouse on:	4/6/2021
Delivered to warehouse by:	Joshua Henderson

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|jeffrey.shoffner@wilco.org - 03-03-2022
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	8
1. Description:	Storage items
1. Manufacturer ID #:	shelves
1. Oracle Asset #:	NOT LISTED IN ORACLE
1. Condition of Assets:	Working
Transferring Dept.:	Building Maintenance
Transferring Dept. Contact Person	Jeffrey Shoffner
Transferring Dept. Contact Ph#:	512-943-3308
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Gina Wrehsnig 3/3/2022 1:53 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	4/5/2022
Agenda Item:	28789

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|jeffrey.shoffner@wilco.org - 22-03-2022
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Table Saw
1. Manufacturer ID #:	asset tag 2695
1. Oracle Asset #:	NOT FOUND IN ORACLE
1. Condition of Assets:	Working
Transferring Dept.:	Building Maintenance
Transferring Dept. Contact Person	Jeffrey Shoffner
Transferring Dept. Contact Ph#:	5129431599
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Gina Wrehsnig 3/22/2022 9:51 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	4/5/2022
Agenda Item:	28789

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|patrick.youngren@wilco.org - 02-03-2022
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	DELL OPTIPLEX 7050
1. Manufacturer ID #:	SERVICE TAG NO 3R3C9M2
1. Oracle Asset #:	203690
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	DELL OPTIPLEX 7040
2. Manufacturer ID #:	SERVICE TAG NO 8D86ZG2
2. Oracle Asset #:	182590
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	DELL OPTIPLEX 7050
3. Manufacturer ID #:	SERVICE TAG NO FDHRJK2
3. Oracle Asset #:	203674
3. Condition of Assets:	Working
Transferring Dept.:	Constables 1
Transferring Dept. Contact Person	Patrick Youngren
Transferring Dept. Contact Ph#:	5122448650
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Patrick Youngren 3/2/2022 2:11 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	4/5/2022
Agenda Item:	28789

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|patrick.youngren@wilco.org - 03-03-2022
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell Optiplex 7050
1. Manufacturer ID #:	Service Tag FGHWHN2
1. Oracle Asset #:	207871
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	HP ENVY Photo 7885 Ink Jet Printer
2. Manufacturer ID #:	S/N TH78J2V12J FPU K7R96-64001
2. Oracle Asset #:	NOT FOUND IN ORACLE
2. Condition of Assets:	Working
Transferring Dept.:	Constables 1
Transferring Dept. Contact Person	Patrick Youngren
Transferring Dept. Contact Ph#:	5122448650
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ PATRICK YOUNGREN 3/3/2022 7:33 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	4/5/2022
Agenda Item:	28792

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|wbeechinor@wilco.org - 25-02-2022
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	DELL OPTIPLEX 7050
1. Manufacturer ID #:	Tag# BJFTJK2 / SN 25120035650 / WILCO Asset #4845
1. Oracle Asset #:	200696
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	DELL OPTIPLEX 7050
2. Manufacturer ID #:	Tag# BKGMJK2 / SN 25182854850 /WILCO Asset #5035
2. Oracle Asset #:	200694
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	DELL OPTIPLEX 7050
3. Manufacturer ID #:	Tag# BJQLJK2 / SN 25138138178 / WILCO Asset #5031
3. Oracle Asset #:	200695
3. Condition of Assets:	Working
Transferring Dept.:	Constables 2
Transferring Dept. Contact Person	William Beechinor
Transferring Dept. Contact Ph#:	5122604270
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ William Beechinor 2/25/2022 10:56 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	4/5/2022

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|wbeechinor@wilco.org - 25-02-2022
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	DELL 22 Inch Flat Screen Monitor Model P2217H
1. Manufacturer ID #:	Tag# 9DNBPG2
1. Oracle Asset #:	NOT LISTED IN ORACLE
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	DELL 22 Inch Flat Screen Monitor Model P2217H
2. Manufacturer ID #:	Tag# 4FNBPG2
2. Oracle Asset #:	NOT LISTED IN ORACLE
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	DELL 22 Inch Flat Screen Monitor Model P2217H
3. Manufacturer ID #:	Tag# 6DNBPG2
3. Oracle Asset #:	NOT LISTED IN ORACLE
3. Condition of Assets:	Working
4. Quantity (Mandatory):	1
4. Description:	DELL 22 Inch Flat Screen Monitor Model P2217H
4. Manufacturer ID #:	Tag# 3DNBPG2
4. Oracle Asset #:	NOT LISTED IN ORACLE
4. Condition of Assets:	Working
Transferring Dept.:	Constables 2
Transferring Dept. Contact Person	William Beechinor
Transferring Dept. Contact Ph#:	5122604270
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ William Beechinor 2/25/2022 11:01 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘

Asset Status Change

Asset Status Change

Purchasing Final Determination	Auction
Court Date:	4/5/2022

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|nmoneyhon@wilco.org - 11-03-2022
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	DELL TOWER
1. Manufacturer ID #:	7Z5HWK2
1. Oracle Asset #:	200713
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	DELL TOWER
2. Manufacturer ID #:	89FLWK2
2. Oracle Asset #:	200715
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	DELL TOWER
3. Manufacturer ID #:	G5221S2
3. Oracle Asset #:	215030
3. Condition of Assets:	Working
4. Quantity (Mandatory):	1
4. Description:	DELL TOWER
4. Manufacturer ID #:	8JN3ZG2
4. Oracle Asset #:	178624
4. Condition of Assets:	Working
5. Quantity (Mandatory):	1
5. Description	DELL TOWER
5. Manufacturer ID #	7ZGMWK2
5. Oracle Asset #	200714
5. Condition of Assets	Working
Transferring Dept.:	Constables 3
Transferring Dept. Contact Person	Patrick Hurley

Asset Status Change

Asset Status Change

Transferring Dept. Contact Ph#:	943-3669
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Nancy Moneyhon 3/11/2022 3:22 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Dept. - Elect. Offic./Dept .Head/Auth Staff:	Tony Hill
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	4/5/2022
Agenda Item:	28789

Asset Status Change

Title:	i:0#.f|membership|slloyd@wilco.org - 11-02-2022
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	2 drawer metal filing cabinet
1. Oracle Asset #:	NOT LISTED IN ORACLE
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	Fellowes Powershred 220 Shredder
2. Manufacturer ID #:	Item 38221
2. Oracle Asset #:	NOT FOUND IN ORACLE
2. Condition of Assets:	Non-Working
3. Quantity (Mandatory):	1
3. Description:	Black guest chair
3. Oracle Asset #:	NOT FOUND IN ORACLE
3. Condition of Assets:	Non-Working
Transferring Dept.:	County Attorney
Transferring Dept. Contact Person	Stephanie Lloyd
Transferring Dept. Contact Ph#:	512-932-1116
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Stephanie lloyd 2/11/2022 3:32 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	4/5/2022

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|slloyd@wilco.org - 04-03-2022
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell Optiplez 7060
1. Manufacturer ID #:	Service Tag: 65XQCS2
1. Oracle Asset #:	215068
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	Dell Optiplez 7060
2. Manufacturer ID #:	Service Tag: JL8N0T2
2. Oracle Asset #:	217034
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	Dell Optiplex 7060
3. Manufacturer ID #:	Service Tag: 65XPCS2
3. Oracle Asset #:	215070
3. Condition of Assets:	Working
Transferring Dept.:	County Attorney
Transferring Dept. Contact Person	Stephanie Lloyd
Transferring Dept. Contact Ph#:	512-943-1116
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Stephanie Lloyd 3/4/2022 1:41 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	4/5/2022
Agenda Item:	28789

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|slloyd@wilco.org - 17-03-2022
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell 5330dn
1. Manufacturer ID #:	Service Tag: DX7DQM1
1. Oracle Asset #:	55489
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	Aleratec Shredder DS18
2. Oracle Asset #:	NOT FOUND IN ORACLE
2. Condition of Assets:	Non-Working
3. Quantity (Mandatory):	2
3. Description:	Metal 2 drawer cabinet
3. Oracle Asset #:	NOT LISTED IN ORACLE
3. Condition of Assets:	Working
Transferring Dept.:	County Attorney
Transferring Dept. Contact Person	Stephanie Lloyd
Transferring Dept. Contact Ph#:	512-943-1116
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ stephanie lloyd 3/17/2022 2:41 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	4/5/2022
Agenda Item:	28789

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|slloyd@wilco.org - 21-03-2022
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell Latitude 5290 2in1
1. Manufacturer ID #:	Service Tag: B1GW4Q2
1. Oracle Asset #:	211929
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	4
2. Description:	cubicle pieces-walls
2. Oracle Asset #:	NOT LISTED IN ORACLE
2. Condition of Assets:	Working
Transferring Dept.:	County Attorney
Transferring Dept. Contact Person	Stephanie Lloyd
Transferring Dept. Contact Ph#:	943-1116
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Stephanie Lloyd 3/21/2022 10:08 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	4/5/2022
Agenda Item:	28789

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|bweems@wilco.org - 10-03-2022
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	17
1. Description:	Computer Monitors
1. Manufacturer ID #:	See list in 'Transferring Department Comments'
1. Oracle Asset #:	NOT LISTED IN ORACLE
1. Condition of Assets:	Working
Transferring Dept.:	County Clerk
Transferring Dept. Contact Person	Bradley Weems
Transferring Dept. Contact Ph#:	5129431151
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Nancy E Rister 3/10/2022 4:18 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	4/5/2022
Agenda Item:	28789

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|diana.jackson@wilco.org - 04-03-2022
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Latitude E5570
1. Manufacturer ID #:	5XR7BG2
1. Oracle Asset #:	178564
1. Condition of Assets:	Working
Transferring Dept.:	County Court at Law 3
Transferring Dept. Contact Person	Diana Jackson
Transferring Dept. Contact Ph#:	5129431162
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Doug Arnold 3/4/2022 8:51 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	4/5/2022
Agenda Item:	28789

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|jfavreau@wilco.org - 10-03-2022
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	U-shaped desk with hutch (from Office 507)
1. Manufacturer ID #:	Unknown
1. Oracle Asset #:	NOT LISTED IN ORACLE
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	U-shaped desk with hutch (from Office 409)
2. Manufacturer ID #:	Unknown
2. Oracle Asset #:	NOT LISTED IN ORACLE
2. Condition of Assets:	Working
Transferring Dept.:	Elections
Transferring Dept. Contact Person	Jenifer Favreau
Transferring Dept. Contact Ph#:	31628
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Jenifer Favreau 3/10/2022 10:14 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	4/5/2022
Agenda Item:	28789
Asset(s) delivered to warehouse on:	3/14/2022
Delivered to warehouse by:	Joshua Henderson

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|kbecker@wilco.org - 03-02-2022
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	COMPACT 5800I SHRINK WRAPPING SYSTEM 240V
1. Manufacturer ID #:	12778 WILCO ID # 3890
1. Oracle Asset #:	150420
1. Condition of Assets:	Working
Transferring Dept.:	Emergency Med Services
Transferring Dept. Contact Person	Kirk Becker
Transferring Dept. Contact Ph#:	512-430-0991
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Mike Knipstein 2/3/2022 10:07 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	4/5/2022

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|jessica.toothman@wilco.org - 04-03-2022
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell Optiplex 7060 Desktop PC
1. Manufacturer ID #:	5C511T2
1. Oracle Asset #:	216138
1. Condition of Assets:	Working
Transferring Dept.:	Emergency Med Services
Transferring Dept. Contact Person	Jessica Toothman
Transferring Dept. Contact Ph#:	512-943-1283
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Jessica Toothman 3/4/2022 8:20 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	4/5/2022
Agenda Item:	28789

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|jessica.toothman@wilco.org - 17-03-2022
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell Optiplex 7060 Desktop PC
1. Manufacturer ID #:	5C411T2
1. Oracle Asset #:	216141
1. Condition of Assets:	Working
Transferring Dept.:	Emergency Med Services
Transferring Dept. Contact Person	Jessica Toothman
Transferring Dept. Contact Ph#:	512-943-1283
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Jessica Toothman 3/17/2022 8:44 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	4/5/2022
Agenda Item:	28789

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|jessica.toothman@wilco.org - 17-03-2022
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	2
1. Description:	Dell Latitude 5290 2-in-1
1. Manufacturer ID #:	B7JYMQ2, G019YT2
1. Oracle Asset #:	214996, 221115
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	2
2. Description:	Dell Latitude 5290 2-in-1
2. Manufacturer ID #:	BZD76S2, 29C76S2
2. Oracle Asset #:	216059, 216058
2. Condition of Assets:	Working
3. Quantity (Mandatory):	2
3. Description:	Dell Latitude 3400
3. Manufacturer ID #:	J649JT2, 2749JT2
3. Oracle Asset #:	224281, 224278
3. Condition of Assets:	Working
4. Quantity (Mandatory):	3
4. Description:	Dell docking stations
4. Manufacturer ID #:	UNKNOWN, GRBJW433, JB5JW43
4. Oracle Asset #:	NOT LISTED IN ORACLE
4. Condition of Assets:	Non-Working
5. Quantity (Mandatory):	5
5. Description	Misc. Cables and Adapters
5. Oracle Asset #	NOT LISTED IN ORACLE
5. Condition of Assets	Unknown
Transferring Dept.:	Emergency Med Services
Transferring Dept. Contact Person	Jessica Toothman
Transferring Dept. Contact Ph#:	5129431283

Asset Status Change

Asset Status Change

Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Jessica Toothman 3/17/2022 10:58 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	4/5/2022
Agenda Item:	28789

Asset Status Change

Title:	i:0#.f|membership|debrah.vargas@wilco.org - 24-03-2022
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	3
1. Description:	Metal Filing Cabinets with 4 drawers
1. Oracle Asset #:	NOT FOUND IN ORACLE
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	Varidesk
2. Oracle Asset #:	NOT FOUND IN ORACLE
2. Condition of Assets:	Working
3. Quantity (Mandatory):	4
3. Description:	Dell Computer Monitor Screens
3. Oracle Asset #:	NOT LISTED IN ORACLE
3. Condition of Assets:	Working
Transferring Dept.:	Health District - County Purchased
Transferring Dept. Contact Person	Debbie Vargas
Transferring Dept. Contact Ph#:	512-258-3271
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Michelle Broddrick 3/25/2022 6:02 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	4/5/2022
Agenda Item:	28789

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|stacy.schweitzer@wilco.org - 23-03-2022
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Clear One Chat 150 Speakerphone
1. Manufacturer ID #:	0563-1119-08
1. Oracle Asset #:	NOT FOUND IN ORACLE
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	1
2. Description:	Explorer 4240HDC
2. Manufacturer ID #:	PKGSSWFXN
2. Oracle Asset #:	NOT FOUND IN ORACLE
2. Condition of Assets:	Unknown
3. Quantity (Mandatory):	1
3. Description:	VIDYO HD-100
3. Manufacturer ID #:	10001017124452
3. Oracle Asset #:	NOT FOUND IN ORACLE
3. Condition of Assets:	Unknown
4. Quantity (Mandatory):	1
4. Description:	Black video conferencing cart
4. Manufacturer ID #:	None found
4. Oracle Asset #:	NOT FOUND IN ORACLE
4. Condition of Assets:	Working
Transferring Dept.:	Health District - State Purchased
Transferring Dept. Contact Person	Stacy Schweitzer
Transferring Dept. Contact Ph#:	512-635-6026
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Michelle Broddrick 3/23/2022 11:28 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘

Asset Status Change

Asset Status Change

Purchasing Final Determination	Auction
Court Date:	4/5/2022
Agenda Item:	28789

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|stacy.schweitzer@wilco.org - 23-03-2022
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell Desktop Optiplex 7060
1. Manufacturer ID #:	J917KQ2
1. Oracle Asset #:	213917
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	Dell Desktop Optiplex 7060
2. Manufacturer ID #:	J8Q4KQ2
2. Oracle Asset #:	213919
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	Dell Desktop Optiplex 7060
3. Manufacturer ID #:	J9HXB62
3. Oracle Asset #:	213913
3. Condition of Assets:	Working
4. Quantity (Mandatory):	1
4. Description:	Dell Desktop Optiplex 7060
4. Manufacturer ID #:	J9J4KQ2
4. Oracle Asset #:	213916
4. Condition of Assets:	Working
Transferring Dept.:	Health District - State Purchased
Transferring Dept. Contact Person	Stacy Schweitzer
Transferring Dept. Contact Ph#:	512-635-6026
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Michelle Broddrick 3/23/2022 11:28 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘

Asset Status Change

Asset Status Change

Purchasing Final Determination	Auction
Court Date:	4/5/2022
Agenda Item:	28789

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|evelyn.petrere@wilco.org - 28-02-2022
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	2
1. Description:	Two Piece Desk Set - Wood
1. Manufacturer ID #:	N/A
1. Oracle Asset #:	NOT FOUND IN ORACLE
1. Condition of Assets:	Non-Working
2. Quantity (Mandatory)::	1
2. Description:	Side Desk - Wood
2. Manufacturer ID #:	N/A
2. Oracle Asset #:	NOT FOUND IN ORACLE
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	Round Side Table - Wood
3. Manufacturer ID #:	N/A
3. Oracle Asset #:	NOT FOUND IN ORACLE
3. Condition of Assets:	Working
4. Quantity (Mandatory):	1
4. Description:	2 Drawer Lateral Filing Cabinet - Wood
4. Manufacturer ID #:	N/A
4. Oracle Asset #:	NOT FOUND IN ORACLE
4. Condition of Assets:	Working
5. Quantity (Mandatory):	3
5. Description	Vari-Desk Adjustable Desk
5. Manufacturer ID #	SKU 400628
5. Oracle Asset #	NOT FOUND IN ORACLE
5. Condition of Assets	Working
Transferring Dept.:	Human Resources
Transferring Dept. Contact Person	Evelyn Petrere

Asset Status Change

Asset Status Change

Transferring Dept. Contact Ph#:	512-943-1525
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Rebecca Clemons 3/2/2022 10:05 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	4/5/2022

Asset Status Change

Title:	i:0#.f|membership|julie.schultz@wilco.org - 14-03-2022
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Apple MacBook Model A2159
1. Manufacturer ID #:	FVFCC8HSL40Y
1. Oracle Asset #:	239420
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	1
2. Description:	Dell OptiPlex 7050 - Wilco#8195
2. Manufacturer ID #:	2YR80Q2
2. Oracle Asset #:	210939
2. Condition of Assets:	Unknown
Transferring Dept.:	Information Systems
Transferring Dept. Contact Person	Julie Schultz
Transferring Dept. Contact Ph#:	512-943-1450
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Tammy McCulley 3/14/2022 10:21 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	4/5/2022
Agenda Item:	28789

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|julie.schultz@wilco.org - 01-02-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell Precision T1700
1. Manufacturer ID #:	2C46282
1. Oracle Asset #:	144331
1. Condition of Assets:	Unknown
Transferring Dept.:	Information Systems
Transferring Dept. Contact Person	Julie Schultz
Transferring Dept. Contact Ph#:	512-943-1450
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Tammy McCulley 4/1/2021 11:08 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	4/5/2022
Agenda Item:	28789

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|robertolopez@wilco.org - 01-02-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	3
1. Description:	Toshiba Color TV Model 27A32
1. Manufacturer ID #:	8385177761B, 8385177929B, 8385175583B
1. Oracle Asset #:	NOT FOUND IN ORACLE
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	2
2. Description:	Toshiba VHS/DVD Player Model SD-V29U
2. Manufacturer ID #:	ED13209566, ED13209563
2. Oracle Asset #:	NOT FOUND IN ORACLE
2. Condition of Assets:	Unknown
3. Quantity (Mandatory):	1
3. Description:	Dell Optiplex 740
3. Manufacturer ID #:	JSWD6J1
3. Oracle Asset #:	49425
3. Condition of Assets:	Working
4. Quantity (Mandatory):	1
4. Description:	Dell OptiPlex 790
4. Manufacturer ID #:	7D2SLS1
4. Oracle Asset #:	58110
4. Condition of Assets:	Working
5. Quantity (Mandatory):	1
5. Description	Dell Latitude 3550
5. Manufacturer ID #	G1MKG22
5. Oracle Asset #	148352
5. Condition of Assets	Unknown
Transferring Dept.:	Juvenile Services
Transferring Dept. Contact Person	Roberto Lopez

Asset Status Change

Asset Status Change

Transferring Dept. Contact Ph#:	512-943-1960
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ John Pelczar 4/8/2021 4:33 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	4/5/2022
Agenda Item:	28789
Asset(s) delivered to warehouse on:	3/26/2021
Delivered to warehouse by:	Joshua Henderson

Asset Status Change

Title:	i:0#.f|membership|robertolopez@wilco.org - 01-02-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	4
1. Description:	Dell Latitude E6510
1. Manufacturer ID #:	BK33YN1; 6923YN1; GH23YN1; 9HY63Q1
1. Oracle Asset #:	55851, 55856, 55858, 55859
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	1
2. Description:	Dell Latitude E6520
2. Manufacturer ID #:	BG0TBS1
2. Oracle Asset #:	58131
2. Condition of Assets:	Non-Working
3. Quantity (Mandatory):	2
3. Description:	Dell Latitude E6530
3. Manufacturer ID #:	3QK0XW1; 88L0XW1;
3. Oracle Asset #:	65385, 65393
3. Condition of Assets:	Working
4. Quantity (Mandatory):	1
4. Description:	Dell Latitude E6530
4. Manufacturer ID #:	2PK0XW1
4. Oracle Asset #:	65384
4. Condition of Assets:	Non-Working
5. Quantity (Mandatory):	1
5. Description	Dell Optiplex 740
5. Manufacturer ID #	2TWD6J1
5. Oracle Asset #	49427
5. Condition of Assets	Working
Transferring Dept.:	Juvenile Services
Transferring Dept. Contact Person	Roberto Lopez

Asset Status Change

Asset Status Change

Transferring Dept. Contact Ph#:	512-943-1960
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ John Pelczar 4/8/2021 4:33 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	4/5/2022
Agenda Item:	28789
Asset(s) delivered to warehouse on:	3/26/2021
Delivered to warehouse by:	Joshua Henderson

Asset Status Change

Title:	i:0#.f|membership|mjohnson@wilco.org - 18-02-2022
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Latitude E5540
1. Manufacturer ID #:	G4Q7YY1
1. Oracle Asset #:	77328
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	1
2. Description:	Latitude
2. Manufacturer ID #:	72NP2R1
2. Oracle Asset #:	56582
2. Condition of Assets:	Unknown
3. Quantity (Mandatory):	1
3. Description:	Latitude E6510
3. Manufacturer ID #:	H4WJYN1
3. Oracle Asset #:	55764
3. Condition of Assets:	Unknown
4. Quantity (Mandatory):	1
4. Description:	Latitude E5570
4. Manufacturer ID #:	D0DT2G2
4. Oracle Asset #:	186680
4. Condition of Assets:	Unknown
5. Quantity (Mandatory):	1
5. Description	Dell Monitor
5. Manufacturer ID #	CN-0J6HFT-74445-487-A5YL
5. Oracle Asset #	NOT LISTED IN ORACLE
5. Condition of Assets	Non-Working
Transferring Dept.:	Sheriff's Office
Transferring Dept. Contact Person	Mary Johnson

Asset Status Change

Asset Status Change

Transferring Dept. Contact Ph#:	512-943-1313
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Pat Erickson 2/18/2022 3:53 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	4/5/2022

Asset Status Change

Title:	i:0#.f|membership|cgripentrog@wilco.org - 10-02-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	dark brown desk and drawers
1. Oracle Asset #:	NOT LISTED IN ORACLE
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	light brown desk and book shelf
2. Oracle Asset #:	NOT LISTED IN ORACLE
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	wooden tv stand
3. Oracle Asset #:	NOT LISTED IN ORACLE
3. Condition of Assets:	Working
Transferring Dept.:	Sheriff's Office
Transferring Dept. Contact Person	Craig Gripentrog
Transferring Dept. Contact Ph#:	512-266-9083
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Pat Erickson 4/15/2021 1:15 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	4/5/2022
Agenda Item:	28789
Asset(s) delivered to warehouse on:	4/19/2021
Delivered to warehouse by:	Joshua Henderson

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|mjohnson@wilco.org - 18-02-2022
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Latitude E6540
1. Manufacturer ID #:	95YPD72
1. Oracle Asset #:	146432
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	1
2. Description:	Latitude
2. Manufacturer ID #:	H7Q23Q1
2. Oracle Asset #:	57330
2. Condition of Assets:	Unknown
3. Quantity (Mandatory):	1
3. Description:	Latitude E6540
3. Manufacturer ID #:	4JVNZN1
3. Oracle Asset #:	55355
3. Condition of Assets:	Unknown
4. Quantity (Mandatory):	1
4. Description:	Latitude E6540
4. Manufacturer ID #:	447ZD72
4. Oracle Asset #:	146434
4. Condition of Assets:	Unknown
5. Quantity (Mandatory):	1
5. Description	Optiplex 790
5. Manufacturer ID #	CGGLWR1
5. Oracle Asset #	57322
5. Condition of Assets	Unknown
Transferring Dept.:	Sheriff's Office
Transferring Dept. Contact Person	Mary Johnson

Asset Status Change

Asset Status Change

Transferring Dept. Contact Ph#:	512-943-1313
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Pat Erickson 2/18/2022 3:52 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	4/5/2022

Asset Status Change

Title:	i:0#.f|membership|julie.schultz@wilco.org - 15-01-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	1
2. Description:	Dell Optiplex 7040 #5782
2. Manufacturer ID #:	8LYS382
2. Oracle Asset #:	150356
2. Condition of Assets:	Unknown
Transferring Dept.:	Sheriff's Office
Transferring Dept. Contact Person	Julie Schultz
Transferring Dept. Contact Ph#:	512-943-1450
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Pat Erickson 4/15/2021 1:15 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	4/5/2022
Agenda Item:	28789

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|mjohnson@wilco.org - 18-02-2022
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	whiteboard
1. Oracle Asset #:	NOT LISTED IN ORACLE
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	filing cabinet
2. Oracle Asset #:	NOT LISTED IN ORACLE
2. Condition of Assets:	Working
3. Quantity (Mandatory):	2
3. Description:	fingerprint stations
3. Oracle Asset #:	NOT LISTED IN ORACLE
3. Condition of Assets:	Non-Working
4. Quantity (Mandatory):	1
4. Description:	wood cabiet
4. Oracle Asset #:	NOT LISTED IN ORACLE
4. Condition of Assets:	Working
Transferring Dept.:	Sheriff's Office
Transferring Dept. Contact Person	Mary Johnson
Transferring Dept. Contact Ph#:	512-943-1313
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Pat Erickson 2/18/2022 3:56 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	4/5/2022

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|mjohnson@wilco.org - 15-03-2022
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Tria 13-14150
1. Manufacturer ID #:	AEB-1415G -- Asset tag #: 5771
1. Oracle Asset #:	NOT FOUND IN ORACLE
1. Condition of Assets:	Non-Working
2. Quantity (Mandatory)::	1
2. Description:	Viewsonic Monitor -- Model #: VS11654
2. Oracle Asset #:	NOT LISTED IN ORACLE
2. Condition of Assets:	Non-Working
3. Quantity (Mandatory):	1
3. Description:	HP LaserJet Pro MFP M477/fdw
3. Manufacturer ID #:	VNB8K3N487
3. Oracle Asset #:	NOT FOUND IN ORACLE
3. Condition of Assets:	Non-Working
Transferring Dept.:	Sheriff's Office
Transferring Dept. Contact Person	Mary Johnson
Transferring Dept. Contact Ph#:	512-943-1313
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Pat Erickson 3/15/2022 4:01 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	4/5/2022
Agenda Item:	28789

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|cgripentrog@wilco.org - 03-03-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Metal folding table
1. Oracle Asset #:	NOT FOUND IN ORACLE
1. Condition of Assets:	Working
Transferring Dept.:	Sheriff's Office
Transferring Dept. Contact Person	Craig Gripentrog
Transferring Dept. Contact Ph#:	5126889083
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Pat Erickson 4/15/2021 1:16 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	4/5/2022
Agenda Item:	28789
Asset(s) delivered to warehouse on:	4/19/2021
Delivered to warehouse by:	Joshua Henderson

Asset Status Change

Title:	i:0#.f|membership|jkocian@wilco.org - 12-03-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Floor Drop Safe
1. Manufacturer ID #:	DH134EI239001590E
1. Oracle Asset #:	163584
1. Condition of Assets:	Working
Transferring Dept.:	Tax Assessor/Collector
Transferring Dept. Contact Person	Judy Kocian
Transferring Dept. Contact Ph#:	512-943-1954
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Matt Johnson 4/15/2021 1:47 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Dept.	Information Systems
Receiving Department Contact Person:	Tony Hill
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	4/5/2022
Agenda Item:	28789
Asset(s) delivered to warehouse on:	3/12/2021
Delivered to warehouse by:	Joshua Henderson

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|caitlin.greatting@wilco.org - 08-02-2022
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Large Black File Cabinet with Keys
1. Oracle Asset #:	NOT LISTED IN ORACLE
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	Tan File Cabinet - No Keys
2. Oracle Asset #:	NOT LISTED IN ORACLE
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	Dell Latitude E6530
3. Manufacturer ID #:	62HDTY1
3. Oracle Asset #:	77165
3. Condition of Assets:	Unknown
4. Quantity (Mandatory):	1
4. Description:	Dell Latitude E6530
4. Manufacturer ID #:	JQXFJ02
4. Oracle Asset #:	81185
4. Condition of Assets:	Unknown
Transferring Dept.:	Veteran Services
Transferring Dept. Contact Person	Caitlin Greatting
Transferring Dept. Contact Ph#:	5129431900
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Caitlin Greatting 2/8/2022 7:19 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	4/5/2022

Asset Status Change

Commissioners Court - Regular Session **8.**

Meeting Date: 04/05/2022

Assets for Destruction Monthly Report 4.5.22

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through Destruction, pursuant to Tx. Local Gov't Code 263.152, for the period of 03/01/2022 through 03/31/2022.

Background

Please see the attached list.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Assets for Destruction Monthly Report 4.5.22

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	03/29/2022 05:28 PM
Purchasing (Originator)	Joy Simonton	03/31/2022 08:33 AM
County Judge Exec Asst.	Becky Pruitt	03/31/2022 08:34 AM
Form Started By: Mary Watson		Started On: 03/15/2022 01:01 PM
Final Approval Date: 03/31/2022		

"March 2022 Monthly Report **Court Date:** 4/5/2022

Williamson County - Assets for Destruction

Agenda #: 28790

Item	Serial Number	Quantity	Department
Soft Trauma Plate		8	Constable 3

Asset Status Change

Title:	i:0#.f|membership|nmoneyhon@wilco.org - 16-03-2022
Disposal Method:	DESTRUCTION due to Public Health/Safety or no apparent value
Item(s) Category:	Other
1. Quantity (Mandatory):	8
1. Description:	Soft Trauma Plate
1. Oracle Asset #:	NOT LISTED IN ORACLE
1. Condition of Assets:	Unknown
Transferring Dept.:	Constables 3
Transferring Dept. Contact Person	Nancy Moneyhon
Transferring Dept. Contact Ph#:	512-943-1434
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Nancy Moneyhon 3/16/2022 11:49 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Dept. - Elect. Offic./Dept .Head/Auth Staff:	Tony Hill
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Destruction
Court Date:	4/5/2022
Agenda Item:	28790

Asset Status Change

Commissioners Court - Regular Session **9.**

Meeting Date: 04/05/2022

Assets for Transfer Monthly Report 4.5.22

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through Transfer, pursuant to Tx. Local Gov't Code 263.152, for the period of 03/01/2022 through 03/31/2022.

Background

Please see the attached list.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Assets for Transfer Monthly Report 4.5.22

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	03/31/2022 08:33 AM
County Judge Exec Asst.	Becky Pruitt	03/31/2022 08:34 AM
Form Started By: Mary Watson		Started On: 03/15/2022 01:02 PM
Final Approval Date: 03/31/2022		

*March 2022 Monthly Report **Court Date:** 4/5/2022

Williamson County - Assets for Transfer

Agenda #: 28792

Item	Serial Number	Quantity	From Department	To Department
Dell Latitude 3500 Laptop	CQX2MW2	1	Information Systems	County Auditor
Dell OptiPlex 7060	5C501T2	1	Auction	Parks
Panasonic CF20	7BKSA28909	1	Auction	Wireless Communications
Panasonic CF20	7BKSA28316	1	Auction	Wireless Communications
Panasonic CF20	7AKSA23791	1	Auction	Wireless Communications
Panasonic CF20	7AKSA23128	1	Auction	Wireless Communications
Panasonic CF20	7BKSA28910	1	Auction	Wireless Communications
Dell Latitude 3510 Laptop	17MH103	1	Information Systems	District Clerk
Dell Latitude 5501	92SNXY2	1	Information Systems	County Judge
Dell Latitude 3500 Laptop	3TX2MW2	1	Information Systems	Justice of the Peace 3
Dell Latitude 5501 Laptop	4NXKM33	1	Information Systems	Justice of the Peace 3
Dell Latitude 3500 Laptop	7SX2MW2	1	Information Systems	Justice of the Peace 3
Dell Latitude 3510	G6MH103	1	Information Systems	Sheriff's Office
Apple iPad Air - 3rd Gen - 10.9" 256GB	DMPD91NSLMPM	1	Information Systems	Sheriff's Office
Semi Automatic External Defibrillator	2536	1	Emergency Med Services	Mobile Outreach
Semi Automatic External Defibrillator	9952	1	Emergency Med Services	Mobile Outreach
Semi Automatic External Defibrillator	9683	1	Emergency Med Services	Mobile Outreach
Floor Drop Safe	WC 1650	1	Tax Assessor/Collector RR	Tax Assessor/Collector Tay

Asset Status Change

Title:	i:0#.f|membership|julie.schultz@wilco.org - 02-02-2022
Disposal Method:	TRANSFER between county departments
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell OptiPlex 7060
1. Manufacturer ID #:	5C501T2
1. Oracle Asset #:	216145
1. Condition of Assets:	Working
Transferring Dept.:	Auction
Transferring Dept. Contact Person	Julie Schultz
Transferring Dept. Contact Ph#:	512-943-1450
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Tammy McCulley 2/2/2022 10:34 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Dept.	Parks
Receiving Department Contact Person:	Benita Bonner
Receiving Dept. Contact Ph#:	512-943-1926
Receiving Dept. - Elect. Offic./Dept .Head/Auth Staff:	Benita Bonner
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✔ Benita Bonner 2/2/2022 11:33 AM
Purchasing Final Determination	Internal Department Transfer
Court Date:	4/5/2022

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|pswisher@wilco.org - 12-08-2021
Disposal Method:	TRANSFER between county departments
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Panasonic CF20
1. Manufacturer ID #:	7BKSA28909
1. Oracle Asset #:	193756
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	Panasonic CF20
2. Manufacturer ID #:	7BKSA28316
2. Oracle Asset #:	193753
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	Panasonic CF20
3. Manufacturer ID #:	7AKSA23791
3. Oracle Asset #:	181570
3. Condition of Assets:	Working
4. Quantity (Mandatory):	1
4. Description:	Panasonic CF20
4. Manufacturer ID #:	7AKSA23128
4. Oracle Asset #:	181569
4. Condition of Assets:	Working
5. Quantity (Mandatory):	1
5. Description	Panasonic CF20
5. Manufacturer ID #	7BKSA28910
5. Oracle Asset #	193757
5. Condition of Assets	Working
Transferring Dept.:	Auction
Transferring Dept. Contact Person	Tony Hill

Asset Status Change

Asset Status Change

Transferring Dept. Contact Ph#:	943-3314
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Tammy McCulley 8/12/2021 9:43 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Dept.	Wireless Communication
Receiving Department Contact Person:	Paul Swisher
Receiving Dept. Contact Ph#:	943-3695
Receiving Dept. - Elect. Offic./Dept .Head/Auth Staff:	Thomas Piche
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✓ Thomas Piche 2/15/2022 2:09 PM
Purchasing Final Determination	Internal Department Transfer
Court Date:	4/5/2022
Agenda Item:	28792

Asset Status Change

Title:	i:0#.f|membership|jwilliby@wilco.org - 09-03-2021
Disposal Method:	TRANSFER between county departments
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Semi Automatic External Defibrillator
1. Manufacturer ID #:	2536
1. Oracle Asset #:	NOT FOUND IN ORACLE
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	Semi Automatic External Defibrillator
2. Manufacturer ID #:	9952
2. Oracle Asset #:	NOT FOUND IN ORACLE
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	Semi Automatic External Defibrillator
3. Manufacturer ID #:	9683
3. Oracle Asset #:	NOT FOUND IN ORACLE
3. Condition of Assets:	Working
Transferring Dept.:	Emergency Med Services
Transferring Dept. Contact Person	Mike Knipstein
Transferring Dept. Contact Ph#:	512-943-1224
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Mike Knipstein 3/9/2021 3:47 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Dept.	Mobile Outreach
Receiving Department Contact Person:	Jeanne Williby
Receiving Dept. Contact Ph#:	512-943-3588
Receiving Dept. - Elect. Offic./Dept .Head/Auth Staff:	Jeanne Williby
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✓ Jeanne Williby 3/9/2021 3:38 PM

Asset Status Change

Asset Status Change

Purchasing Final Determination	Internal Department Transfer
Court Date:	4/5/2022
Agenda Item:	28792

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|roxanne.salone@wilco.org - 28-02-2022
Disposal Method:	TRANSFER between county departments
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	DELL LATITUDE 3500 LAPTOP
1. Manufacturer ID #:	CQX2MW2
1. Oracle Asset #:	240407
1. Condition of Assets:	Working
Transferring Dept.:	Information Systems
Transferring Dept. Contact Person	Julie Schultz
Transferring Dept. Contact Ph#:	512-943-1450
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✗
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Dept.	County Auditor
Receiving Department Contact Person:	Melanie Denny
Receiving Dept. Contact Ph#:	512-943-1579
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✓ Melanie Denny 3/1/2022 10:18 AM
Purchasing Final Determination	Internal Department Transfer
Court Date:	4/5/2022

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|julie.schultz@wilco.org - 09-03-2022
Disposal Method:	TRANSFER between county departments
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell Latitude 5501
1. Manufacturer ID #:	92SNXY2
1. Oracle Asset #:	233189
1. Condition of Assets:	Working
Transferring Dept.:	Information Systems
Transferring Dept. Contact Person	Julie Schultz
Transferring Dept. Contact Ph#:	512-943-1450
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Tammy McCulley 3/9/2022 11:14 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Dept.	County Judge
Receiving Department Contact Person:	Andrea Schiele
Receiving Dept. Contact Ph#:	512-943-1505
Receiving Dept. - Elect. Offic./Dept .Head/Auth Staff:	Andrea Schiele
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✔ Andrea L. Schiele 3/9/2022 11:39 AM
Purchasing Final Determination	Internal Department Transfer
Court Date:	4/5/2022
Agenda Item:	28792

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|julie.schultz@wilco.org - 08-03-2022
Disposal Method:	TRANSFER between county departments
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell Latitude 3510 Laptop
1. Manufacturer ID #:	17MH103
1. Oracle Asset #:	248535
1. Condition of Assets:	Working
Transferring Dept.:	Information Systems
Transferring Dept. Contact Person	Julie Schultz
Transferring Dept. Contact Ph#:	512-943-1450
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Tammy McCulley 3/8/2022 11:40 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Dept.	District Clerk
Receiving Department Contact Person:	Teresa Maskunas
Receiving Dept. Contact Ph#:	5129431030
Receiving Dept. - Elect. Offic./Dept .Head/Auth Staff:	Teresa Maskunas
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✔ Teresa Maskunas 3/8/2022 10:26 AM
Purchasing Final Determination	Internal Department Transfer
Court Date:	4/5/2022
Agenda Item:	28792

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|julie.schultz@wilco.org - 11-03-2022
Disposal Method:	TRANSFER between county departments
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell Latitude 3500 Laptop
1. Manufacturer ID #:	3TX2MW2
1. Oracle Asset #:	240425
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	Dell Latitude 5501 Laptop
2. Manufacturer ID #:	4NXKM33
2. Oracle Asset #:	248484
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	Dell Latitude 3500 Laptop
3. Manufacturer ID #:	7SX2MW2
3. Oracle Asset #:	240413
3. Condition of Assets:	Working
Transferring Dept.:	Information Systems
Transferring Dept. Contact Person	Julie Schultz
Transferring Dept. Contact Ph#:	512-943-1450
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Tammy McCulley 3/11/2022 11:13 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Dept.	Justice of the Peace 3
Receiving Department Contact Person:	Cherie Vasquez
Receiving Dept. Contact Ph#:	512-943-1508
Receiving Dept. - Elect. Offic./Dept .Head/Auth Staff:	Cherie Vasquez
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✔ Cherie Vasquez 3/15/2022 10:48 AM

Asset Status Change

Asset Status Change

Purchasing Final Determination	Internal Department Transfer
Court Date:	4/5/2022
Agenda Item:	28792

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|julie.schultz@wilco.org - 08-03-2022
Disposal Method:	TRANSFER between county departments
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell Latitude 3510
1. Manufacturer ID #:	G6MH103
1. Oracle Asset #:	248557
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	Apple iPad Air - 3rd Gen - 10.9" - 256GB
2. Manufacturer ID #:	DMPD91NSLMPM
2. Oracle Asset #:	251632
2. Condition of Assets:	Working
Transferring Dept.:	Information Systems
Transferring Dept. Contact Person	Julie Schultz
Transferring Dept. Contact Ph#:	5129431450
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Tammy McCulley 3/9/2022 7:38 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Dept.	Sheriff's Office
Receiving Department Contact Person:	Ken Evans
Receiving Dept. Contact Ph#:	5129431359
Receiving Dept. - Elect. Offic./Dept .Head/Auth Staff:	Ken Evans
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✔ Ken Evans 3/9/2022 7:58 AM
Purchasing Final Determination	Internal Department Transfer
Court Date:	4/5/2022
Agenda Item:	28792

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|jkocian@wilco.org - 12-03-2021
Disposal Method:	TRANSFER between county departments
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Floor Drop Safe
1. Manufacturer ID #:	WC 1650
1. Oracle Asset #:	NOT LISTED IN ORACLE
1. Condition of Assets:	Working
Transferring Dept.:	Tax Assessor/Collector
Transferring Dept. Contact Person	Judy Kocian
Transferring Dept. Contact Ph#:	512-943-1954
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Matt Johnson 3/12/2021 11:52 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Dept.	Tax Assessor/Collector
Receiving Department Contact Person:	Margie Sanchez
Receiving Dept. - Elect. Offic./Dept .Head/Auth Staff:	Matt Johnson
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Internal Department Transfer
Court Date:	4/5/2022
Agenda Item:	28792

Asset Status Change

Commissioners Court - Regular Session **10.**

Meeting Date: 04/05/2022

New till for current employee in Animal Services

Submitted For: Misty Valenta **Submitted By:** Misty Valenta, Animal Services

Department: Animal Services

Agenda Category: Consent

Information

Agenda Item

Discuss and take appropriate action to establish an additional $100 cash drawer for Animal Services for an existing employee.

Background

New till for Animal Services staff who started already.

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	03/29/2022 12:52 PM
Form Started By: Misty Valenta		Started On: 03/29/2022 11:20 AM
Final Approval Date: 03/29/2022		

Commissioners Court - Regular Session **11.**

Meeting Date: 04/05/2022

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

Form Review

Inbox	Reviewed By	Date
Human Resources (Originator)	Rebecca Clemons	03/31/2022 08:25 AM
County Judge Exec Asst.	Becky Pruitt	03/31/2022 08:34 AM
Form Started By: Kayla Marek		Started On: 03/31/2022 08:10 AM
Final Approval Date: 03/31/2022		

Department	Position	Emp Num	Current Annual Salary	Annual Merit Amt	Merit%	New Annual Salary	Lumpsum Merit	Pay Proposal Reason	Effective Date of Change
911 Communications	Academy Instructor.1745.001100.	15215	$62,444.70	$1,873.33	3.00	$64,318.03	-	MERIT	15-Apr-22
911 Communications	Telecom Manager.0168.001100.	15694	$68,977.63	$2,069.33	3.00	$71,046.96	-	MERIT	15-Apr-22
County Judge	Information Aide.1901.001100.	13448	$30,593.47	$1,529.67	5.00	$32,123.15	-	MERIT	15-Apr-22
Juvenile Grant	Juv Prob Officer I Grant.1032.001100.	15221	$46,781.24	$935.63	2.00	$47,716.86	-	MERIT	15-Apr-22
Wilco Pretrial Services	Court Svc Specialist Lead.1211.001100.	14366	$44,926.13	$1,572.42	3.50	$46,498.55	-	MERIT	15-Apr-22

				(TO)	(FROM)
entity	fund	dept	object	dr	cr
01	0100	0581	001100	3,942.66	
01	0100	0581	002010	301.61	
01	0100	0581	002020	637.92	
01	0100	8004	001130		3,942.66
01	0100	8004	002010		301.61
01	0100	8004	002020		637.92
01	0100	0400	001100	1,529.67	
01	0100	0400	002010	117.02	
01	0100	0400	002020	247.50	
01	0100	8001	001130		1,529.67
01	0100	8001	002010		117.02
01	0100	8001	002020		247.50
01	0100	0576	001100	935.63	
01	0100	0576	001130		935.63
01	0100	0591	001100	1,572.42	
01	0100	0591	001130		1,572.42

Commissioners Court - Regular Session **12.**

Meeting Date: 04/05/2022

Property Tax Refunds - Over 2500 - Thru 03/31/22

Submitted For: Larry Gaddes

Submitted By: Cathy Atkinson, County Tax Assessor Collector

Department: County Tax Assessor Collector

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving property tax refunds over $2,500.00 thru 03/31/2022 for the Williamson County Tax Assessor/Collector.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

020922-033122 Refunds Over 2500

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	03/31/2022 10:57 AM
Form Started By: Cathy Atkinson		Started On: 03/31/2022 10:45 AM
Final Approval Date: 03/31/2022		

Larry Gaddes PCAC, C T A
Tax Assessor/Collector

Date: March 31, 2022

To: Members of the Commissioners Court

From: Larry Gaddes PCAC, CTA

Subject: Property Tax Refunds

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

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

Thank you.

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

Annex Locations:

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

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

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

Property Tax
Account QuickReport
As of March 31, 2022

Type	Date	Num	Name	Memo	Amount
Refunds Payable - Taxpayers					
Check	03/24/2022	84555	ROBERT OR PATRICIA MESSER	R350257 - Overpayment	-3,144.08
Total Refunds Payable - Taxpayers					-3,144.08
TOTAL					**-3,144.08**

Commissioners Court - Regular Session **13.**

Meeting Date: 04/05/2022

CAHFC

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

Department: County Judge

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action authorizing the County Judge to execute the General and No Litigation Certificate of Williamson County relating to the Capital Area Housing Finance Corporation's Multifamily Housing Revenue Bonds (1800 Apartments Project) Series 2022.

Background

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

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

CAHFC 1800 Apartments

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	03/28/2022 12:28 PM
Form Started By: Hal Hawes		Started On: 03/25/2022 04:38 PM
Final Approval Date: 03/28/2022		

CAHFC
CAPITAL AREA
HOUSING FINANCE CORPORATION

March 21, 2022

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

Re: Capital Area Housing Finance Corporation
Multifamily Housing Revenue Bonds
(1800 Apartments), Series 2022

Dear Mr. Hawes:

The Capital Area Housing Finance Corporation (the *"Corporation"*) will issue the above captioned Bonds in an aggregate principal amount not to exceed $50,000,000 in order to provide funds to finance the cost of a residential development that will provide decent, safe and sanitary housing at affordable prices for residents within the Corporation's jurisdiction. The development will be located in the City of San Marcos, Hays County (the *"Development"*). The Bonds will be a special limited obligation of the Corporation payable solely from the collateral pledged to secure the Bonds. The sponsoring local political subdivisions of the Corporation are not in any way liable for the payment of the Bonds.

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

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

Please review the General Certificate and call me at (512) 349-9104 with any questions or comments you may have. Otherwise, if all is in order, please execute all two (2) signature pages for the General Certificate and return them to Chapman and Cutler LLP, Bond Counsel to the Corporation, using the enclosed prepaid Federal Express envelope for delivery no later than Friday, March 20, 2022.

CAPITAL AREA HOUSING FINANCE CORPORATION

By _____
M. John Trofa
General Counsel

Enclosures

cc: Jim Shaw, Executive Director of Capital Area HFC

GENERAL AND NO LITIGATION CERTIFICATE OF WILLIAMSON COUNTY

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

1. This Certificate is for the benefit of the Attorney General of the State of Texas (the *"Attorney General"*) and all persons interested in the validity of the proceedings of the Capital Area Housing Finance Corporation (the *"Corporation"*) related to the issuance by the Corporation of its multifamily housing revenue bonds entitled "Capital Area Housing Finance Corporation Multifamily Housing Revenue Bonds (1800 Apartments)" issued in one or more series (the *"Bonds"*).

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

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

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

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

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

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

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

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

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

[Remainder of Page Intentionally Left Blank]

EXECUTED AND DELIVERED AS OF THE DATE SET FORTH BELOW.

WILLIAMSON COUNTY, TEXAS

By _____
Judge Bill Gravell

ATTEST

By_____
[Deputy] County Clerk

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

Commissioners Court - Regular Session **14.**

Meeting Date: 04/05/2022

CAHFC

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

Department: County Judge

Agenda Category: Consent

Information

Agenda Item

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

Background

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

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

CAHFC Legacy Sr Residences

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	03/28/2022 12:28 PM
Form Started By: Hal Hawes		Started On: 03/25/2022 04:41 PM
Final Approval Date: 03/28/2022		

CAHFC
CAPITAL AREA
HOUSING FINANCE CORPORATION

March 21, 2022

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

Re: Capital Area Housing Finance Corporation
Multifamily Housing Revenue Bonds
(Legacy Senior Residences at San Antonio Street)

Dear Mr. Hawes:

The Capital Area Housing Finance Corporation (the *"Corporation"*) will issue the above captioned Bonds in an aggregate principal amount not to exceed $31,000,000 in order to provide funds to finance the cost of a residential development that will provide decent, safe and sanitary housing at affordable prices for residents within the Corporation's jurisdiction. The development will be located in the City of Lockhart, Caldwell County (the "*Development*"). The Bonds will be a special limited obligation of the Corporation payable solely from the collateral pledged to secure the Bonds. The sponsoring local political subdivisions of the Corporation are not in any way liable for the payment of the Bonds.

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

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

4101 Parkstone Heights Drive, Suite 280 • Austin, Texas 78746 • 512.347.9953 • 512.732.8341 fax • www.cahfc.org

Please review the General Certificate and the Approval and call me at (512) 349-9104 with any questions or comments you may have. Otherwise, if all is in order, please execute both signature pages for the General Certificate and the Approval and return them to Chapman and Cutler LLP, Bond Counsel to the Corporation, using the enclosed prepaid Federal Express envelope for delivery no later than Friday, May 20, 2022.

CAPITAL AREA HOUSING FINANCE CORPORATION

By _____
M. John Trofa
General Counsel

Enclosures

cc: Jim Shaw, Executive Director of Capital Area HFC

GENERAL AND NO LITIGATION CERTIFICATE OF WILLIAMSON COUNTY

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

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

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

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

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

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

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

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

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

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

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

[Remainder of Page Intentionally Left Blank]

EXECUTED AND DELIVERED AS OF THE DATE SET FORTH BELOW.

WILLIAMSON COUNTY, TEXAS

By _____
Judge Bill Gravell

ATTEST

By_____
[Deputy] County Clerk

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

Commissioners Court - Regular Session **15.**

Meeting Date: 04/05/2022

Approval of Agreement for Berry Springs Park House Interior & Exterior Painting with CertaPro Painters of Northern Central Texas for Parks 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 services of interior and exterior painting at the Williamson County Berry Springs Park House between NMCB, Inc. d/b/a CertaPro Painters of Northern Central Texas and Williamson County for the not-to-exceed amount $4,094.28 for the interior, and $1,791.75 for the exterior, for a total not-to-exceed amount of $5,886.03, and authorizing the execution of this agreement.

Background

This proposal includes painting the walls, door frames, window sills, baseboards and ceilings throughout the interior and painting the facia, soffit, siding, door frames, porch ceilings and the attic vent around the exterior of the building. Berry Springs Park House is located at 1801 CR 152 Georgetown, TX 78626. Funding source is 01.0100.3101.004510. Point of contact Mark Pettigrew.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Contract Proposal

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	03/31/2022 10:27 AM
County Judge Exec Asst.	Becky Pruitt	03/31/2022 10:31 AM
Form Started By: Andrew Portillo		Started On: 03/29/2022 10:29 AM
Final Approval Date: 03/31/2022		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

SERVICES CONTRACT
FOR
BERRY SPRINGS PARK HOUSE
INTERIOR & EXTERIOR PAINTING
(Parks Department)

(NMCB, Inc. d/b/a CertaPro Painters of Northern Central Texas)

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 **NMCB, Inc. d/b/a CertaPro Painters of Northern Central Texas (hereinafter "Service Provider")**, 40209 Industrial Park Cir, Suite 103, Georgetown, TX 78626 (512-868-6878). 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* [for tile replacement at the Berry Springs Park House] 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(s), which are dated 25, 2022 (Job #: [redacted] and January 26, 2022 (Job #: [redacted]) and incorporated herein as if copied in full.**

Should The County choose to add services in addition to those described in Exhibit(s) "A," such additional services shall be described in a separate written amendment to this Contract wherein the additional services shall be described and the parties shall set forth the

amount of compensation to be paid by The County for the additional services. Service Provider shall not begin any additional services and The County shall not be obligated to pay for any additional services unless a written amendment to this Contract has been signed by both parties.

II.

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

III.

Consideration and Compensation: Service Provider will be compensated based as set forth in Exhibit(s). Any changes must be made by a change order or amendment and approved by the Williamson County Commissioners Court. **The not-to-exceed amount shall be $4,094.28 (interior) and $1,791.75 (exterior) for a total not-to-exceed amount of $5,886.03.** Any change orders are subject to approval by the Williamson County Commissioners Court.

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

IV.

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

Type of Coverage	**Limits of Liability**

a. Worker's Compensation — Statutory
b. Employer's Liability

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

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

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

Aggregate policy limits: $1,000,000

Service Provider, as an independent contractor, meets the qualifications of an "Independent Contractor" under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, and must provide its employees, agents and 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(s), which are dated 25, 2022 (Job #: [redacted]) and January 26, 2022 (Job #: [redacted]) and incorporated herein as if copied in full; and

B. Any required insurance certificates evidencing required coverages.

The County reserves the right and discretion (pursuant to public policy and Texas Constitutional principles) to determine applicable provisions where there is any conflict between this Contract and any of the above-referenced contract documents/exhibits or incorporated documents.

VI.

No Agency Relationship & Indemnification: 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. The County will not be liable for any loss, cost, expense or damage, whether indirect, incidental, punitive, exemplary, consequential of any kind whatsoever for any acts by Service Provider or failure to act relating to the services being provided.

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 workspace in order to conduct audits in compliance with the provisions of this section. The County shall give Service Provider reasonable advance notice of intended audits.

XIV.

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

XV.

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

XVI.

No Assignment: Service Provider may not assign this Contract.

XVIII.

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

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

WILLIAMSON COUNTY:

_____
Authorized Signature

_____
Printed Name

Date: _____ ___, 2022

SERVICE PROVIDER:

NMCB, Inc by:
_____ President
Authorized Signature

Gregg A. Wilde
Printed Name

Date: March 28, 2022

Exhibit(s)

As described in the attached Statement of Work/Quote(s), which are dated 25, 2022 (Job #: [redacted]) and January 26, 2022 (Job #: [redacted]) and incorporated herein as if copied in full.

CertaPro Painters®
BUSINESS & COMMERCIAL SERVICES

CertaPro Painters o
Northern Central Texas
40209 ndus rial Park Cir
Sui e 103
George own X 78626
(512) 868-6878

h p //george own- x cer apro com

COMMERCIAL INTERIOR
Job # [redacted]
Date 01/25/2022

SHERWIN WILLIAMS.

We proud y feature Sherw n-W ams pa nts and sta ns.

JOB SITE

Berry Springs Park House

1801 County Road 152
Georgetown, TX 78626

(512) 966-5000
mpettigrew@wilcc

PREPARED BY

Nathan Barron

(254) 592-1440
nbarron@certapro.com

CLIENT

Berry Springs Park and Preserve

1801 County Road 152
Georgetown, TX 78626

(512) 966-5000
mpettigrew@wilco.org

CLIENT CONTACTS

Mark Pettigrew
M: (512) 966-5000
E: mpettigrew@wilco.org
1801 County Road 152
Georgetown, TX 78626

PRICING:

Base Price:	$4,094.28
Subtotal:	**$4,094.28**
Total:	**$4,094.28**
Balance	**$4,094.28**

GENERAL SCOPE OF WORK

This proposal includes painting the walls, door frames, window sills, baseboards and ceilings throughout the interior of the home. All areas will be painted in a color to closely match with one coat of paint. Additionally, this proposal includes one repair spot on the wall in the living room and one repair in the living room ceiling. This area will need to have the tape removed before being taped again, floated and textured to closely match before being painted. Prep to include covering floors and filling all nail holes before painting. This proposal does not include painting any closets or doors, nor does it include any unlisted repairs.

CLEAN UP

To be completed in full daily and in upon job completion. All ladders down and stacked- Tools & equipment stored properly each evening in acceptable, safe location determined by the customer and the Site Manager. We clean up daily and upon completion to make sure your property is "presentable" and perform a full clean-up when we are

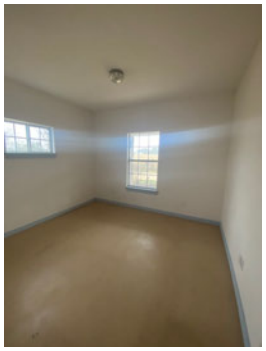
complete (including sweeping and vacuuming paint chips). The procedures performed to properly clean your house may create literally thousands of very small paint chips that are near impossible to fully cleanup.

PROPOSAL AND COLOR SPECIFICATIONS

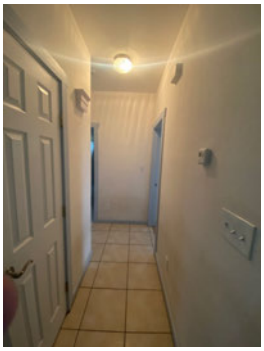
Surface/Item	Product	Paint / Primer Coats	Color
Bedroom			
Ceiling	AcryPlex-Latex-Eg-Shel	1 / 0	Match
Walls	AcryPlex-Latex-Eg-Shel	1 / 0	Match
Window Frame(s)	DuraPoxy HP-Urethane Modified-Semi-Gloss	1 / 0	Match
Door Frame(s)	DuraPoxy HP-Urethane Modified-Semi-Gloss	1 / 0	Match
Baseboard	DuraPoxy HP-Urethane Modified-Semi-Gloss	1 / 0	Match
Hall			
Ceiling	AcryPlex-Latex-Eg-Shel	1 / 0	Match
Walls	AcryPlex-Latex-Eg-Shel	1 / 0	Match
Door Frame(s)	DuraPoxy HP-Urethane Modified-Semi-Gloss	1 / 0	Match
Baseboard	DuraPoxy HP-Urethane Modified-Semi-Gloss	1 / 0	Match
Hall bath			
Ceiling	AcryPlex-Latex-Eg-Shel	1 / 0	Match
Walls	AcryPlex-Latex-Eg-Shel	1 / 0	Match
Door Frame(s)	DuraPoxy HP-Urethane Modified-Semi-Gloss	1 / 0	Match
Baseboard	DuraPoxy HP-Urethane Modified-Semi-Gloss	1 / 0	Match
Kitchen			
Ceiling	AcryPlex-Latex-Eg-Shel	1 / 0	Match
Walls	AcryPlex-Latex-Eg-Shel	1 / 0	Match
Window Frame(s)	DuraPoxy HP-Urethane Modified-Semi-Gloss	1 / 0	Match
Door Frame(s)	DuraPoxy HP-Urethane Modified-Semi-Gloss	1 / 0	Match
Baseboard	DuraPoxy HP-Urethane Modified-Semi-Gloss	1 / 0	Match
Living room			
Ceiling	AcryPlex-Latex-Eg-Shel	1 / 0	Match
Walls	AcryPlex-Latex-Eg-Shel	1 / 0	Match

Window Frame(s)	DuraPoxy HP-Urethane Modified-Semi-Gloss	1 / 0	Match
Door Frame(s)	DuraPoxy HP-Urethane Modified-Semi-Gloss	1 / 0	Match
Baseboard	DuraPoxy HP-Urethane Modified-Semi-Gloss	1 / 0	Match
Master bathroom			
Ceiling	AcryPlex-Latex-Eg-Shel	1 / 0	Match
Walls	AcryPlex-Latex-Eg-Shel	1 / 0	Match
Door Frame(s)	DuraPoxy HP-Urethane Modified-Semi-Gloss	1 / 0	Match
Baseboard	DuraPoxy HP-Urethane Modified-Semi-Gloss	1 / 0	Match
Master bedroom			
Ceiling	AcryPlex-Latex-Eg-Shel	1 / 0	Match
Walls	AcryPlex-Latex-Eg-Shel	1 / 0	Match
Window Frame(s)	DuraPoxy HP-Urethane Modified-Semi-Gloss	1 / 0	Match
Door Frame(s)	DuraPoxy HP-Urethane Modified-Semi-Gloss	1 / 0	Match
Baseboard	DuraPoxy HP-Urethane Modified-Semi-Gloss	1 / 0	Match
Office			
Ceiling	AcryPlex-Latex-Eg-Shel	1 / 0	Match
Walls	AcryPlex-Latex-Eg-Shel	1 / 0	Match
Door Frame(s)	DuraPoxy HP-Urethane Modified-Semi-Gloss	1 / 0	Match
Baseboard	DuraPoxy HP-Urethane Modified-Semi-Gloss	1 / 0	Match

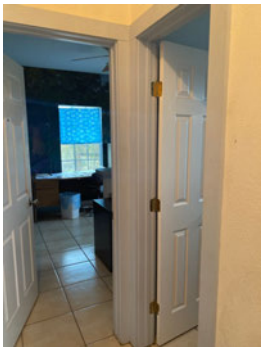
ADDENDUM - ALL PICTURES



Bedroom

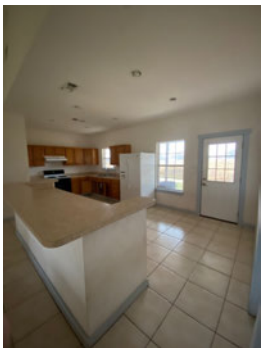


Hall

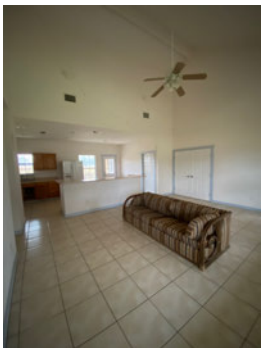


Hall

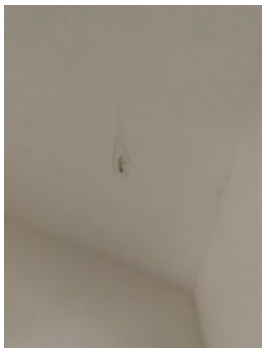
Hall bath



Kitchen



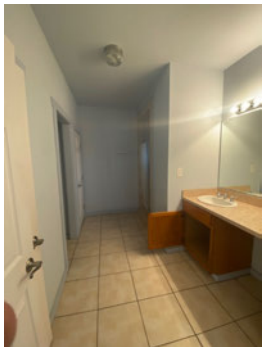
Living room



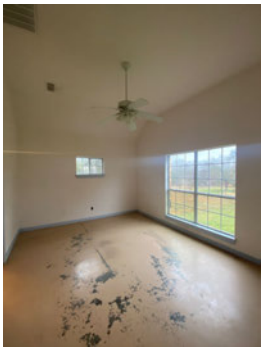
Living room

Living room

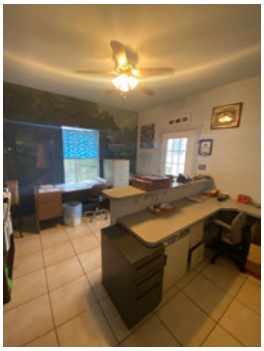
Living room



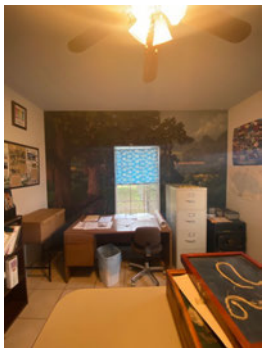
Master bathroom



Master bedroom



Office



Office

NOTES

Thank you for allowing CertaPro the opportunity to provide you with a Proposal for your Project. We will communicate with you on a daily basis to update you on the progress of the project. Our goal from start to finish is to provide you with an "Excellent Painting Experience."

PLEASE CAREFULLY REVIEW ALL OF THE ITEMS, AREAS AND COMPONENTS THAT ARE INCLUDED AS WELL AS THOSE THAT ARE EXCLUDED TO ENSURE THAT THERE IS NO MISUNDERSTANDINGS AS TO THE SCOPE OF THE PROJECT. ANY ITEMS, AREAS, AND COMPONENTS NOT SPECIFICALLY INCLUDED ARE EXCLUDED.

This Proposal is for an Interior Painting Project. During your project you will be assigned a Job Site Supervisor (JSS). The JSS is on site to paint, run the painting crew and to be available to address any of your concerns throughout the project. The number of coats of paint are noted on the proposal and additional coats will be an additonal charge.

At the end of the project we will fully clean up and then do a final walk through with you to inspect the work performed when the crew has finished their work and if necessary finish the final touch ups. CertaPro Painters at the end of your project is hoping to receive an excellent review from you when you evaluate our work. Through this rating we hope to earn the privilege of doing additional work and for you to recommend us to other businessmen, your family, friends and neighbors.

CertaPro complies with all local, state and federal laws; including but not limited to the EPA Lead-Safe program. If you suspect lead please notify us immediately. Paint is included in the cost of the project.

CUSTOMER SERVICE COMMITMENT: The goal for this job is to provide the best customer experience possible. This is accomplished by being friendly and courteous, by making the client feel part of the process with daily updates and excellent communication, by doing things right the first time, and by respecting your property and your home. We recognize that we are guests.

WARRANTY ON ALL WORK: We warranty all our work for 2 years against blistering and peeling. This is not just a "handshake" warranty. This is a legal document; please see back of proposal for details. ***Please note that water damage, caulk cracking and nail pops are structural issues, and are not painting related warranty issues***.
CertaPro Painters would be honored to be awarded your painting project!

This offer is valid for 60 days.

ADDITIONAL NOTES

ACCENT WALLS:
If a customer decides to add an accent wall anytime after receipt of this proposal, an extra fee of $100 per Accent Wall will be added to the total, due to the additional labor and materials required.
3rd COAT OF PAINT:
There are certain paint colors (especially bold deep colors) that require more than two (2) coats of paint to achieve proper hiding. At the time of the estimate CertaPro Painters does not know what customer's final color choice will be, therefore, should customer select one of these hard to cover colors CertaPro Painters reserves the right to amend the proposal for the additional labor and materials.

PAYMENT METHODS:
We accept checks and credit cards. We have included a 3% discount in the price for cash or check payment. If paying by credit card, we will add back 3% to the total. The credit cards we accept are Visa & MasterCard, and American Express. If paying with check please provide check made out to CertaPro Painters to the Job Site Supervisor assigned to your project. If paying by credit card please contact our office at 512-868-6878.
PAYMENT TERMS:
No deposit is needed, unless the job is over $5000.00. If over $5000, we will collect 50% of the job, when more than 1/2 finished.

SIGNATURES

01/25/2022

CertaPro Painters Authorized Signature — Date

Authorized Client Signature — Date

Authorized Client Representative Name & Title

Client

PAYMENT DETAILS

Payment is due: In full upon job completion

COMMERCIAL DEFINITIONS AND CONDITIONS OF THIS CONTRACT

RELATIONSHIP — The individual giving you this proposal is an independent contractor licensed by CertaPro Painters® to use its systems and trademarks to operate a painting franchise. The work will be completed by the independent franchised contractor. Please make any check payable to the franchise shown on the front of this proposal.

COLORS — Colors may be chosen by the client prior to commencement of work. If, after the job starts, a color change is required, the independent Contractor will have to charge for time and material expenses incurred on the original color.

UNFORESEEN CONDITIONS — Should conditions arise which could not be determined by visual inspection prior to starting work, the client must pay an agreed upon extra for the completion of such work.

PROPOSAL — This proposal is valid for 60 days after it was written. In addition, the Independent Franchised Contractor should be informed of your desire to have the work done and receive a signed copy of the proposal before work is to be started.

ATTENTION CLIENT:

YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE BELOW NOTICE OF CANCELLATION FOR AN EXPLANATION OF THIS RIGHT. (SATURDAY IS A LEGAL BUSINESS DAY IN CONNECTICUT.) THIS SALE IS SUBJECT TO THE PROVISIONS OF THE HOME SOLICITATION SALES ACT AND THE HOME IMPROVEMENT ACT. THIS INSTRUMENT IS NOT NEGOTIABLE.

NOTICE OF CANCELLATION

YOU MAY CANCEL THIS TRANSACTION, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN THREE BUSINESS DAYS FROM THE ABOVE DATE. IF YOU CANCEL, ANY PROPERTY TRADED IN, ANY PAYMENTS MADE BY YOU UNDER THE CONTRACT OR SALE, AND ANY NEGOTIABLE INSTRUMENT EXECUTED BY YOU WILL BE RETURNED WITHIN TEN BUSINESS DAYS FOLLOWING RECE PT BY THE SELLER OF YOUR CANCELLATION NOTICE, AND ANY SECURITY NTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELLED. IF YOU CANCEL, YOU MUST MAKE AVAILABLE TO THE SELLER AT YOUR RESIDENCE IN SUBSTANTIALLY AS GOOD CONDITION AS WHEN RECEIVED, ANY GOODS DELIVERED TO YOU UNDER THIS CONTRACT OR SALE; OR YOU MAY, IF YOU WISH, COMPLY WITH THE INSTRUCTIONS OF THE SELLER REGARDING THE RETURN SHIPMENT OF THE GOODS AT THE SELLER'S EXPENSE AND RISK. IF YOU DO MAKE THE GOODS AVA LABLE TO THE SELLER AND THE SELLER DOES NOT PICK THEM UP WITH N TWENTY DAYS OF THE DATE OF CANCELLATION, YOU MAY RETAIN OR DISPOSE OF THE GOODS WITHOUT ANY FURTHER OBLIGATION. IF YOU FAIL TO MAKE THE GOODS AVAILABLE TO THE SELLER, OR IF YOU AGREED TO RETURN THE GOODS AND FAIL TO DO SO, THEN YOU REMAIN LIABLE FOR PERFORMANCE OF ALL OBLIGATIONS UNDER THE CONTRACT. TO CANCEL THIS TRANSACTION, MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE OR ANY OTHER WRITTEN NOTICE, OR SEND A TELEGRAM TO:

Name of Se er **CertaPro Painters of Northern Central Texas**

DATE OF TRANSACT ON _____

NOT LATER THAN M DN GHT OF _____

I HEREBY CANCEL THIS TRANSACTION

_____

(Buyer's Signature) (Date)

LIMITED TWO YEAR WARRANTY

Subject to the m tat on set forth be ow, for a per od of 24 months from the date of comp et on of the work descr bed on the front of th s contract, the ndependent Franch se Owner named on the front of th s contract (the Contractor) w repa r pee ng, b ster ng or ch pp ng pa nt resu t ng from defect ve workmansh p.

TH S L M TED WARRANTY DOES NOT COVER:

- Any work where the Contractor d d not supp y the pa nt or other mater a s.
- Any work wh ch was not performed by the Contractor.
- Varn shed surfaces.
- Surfaces made of, or conta n ng, ga van zed meta .
- The cost of pa nt requ red to perform the repa rs.
- Repa rs to hor zonta surfaces or any surface that, by v rtue of ts des gn perm ts mo sture to co ect. Surfaces nc ude, but are not m ted to, decks, ra ngs, sta rs, porches, roofs and wood gutters.
- Exact pa nt match as env ronmenta cond t ons w affect the co or and fin sh of a pa nts over t me.
- Any repa rs wh ch are necess tated as a resu t of a defect n the pa nt regard ess of whether the pa nt was supp ed by the Contractor or the customer.

- B eed ng caused by knots, rust or cedar.
- Cracks n drywa , p aster or wood.
- Pee ng, b ster ng or ch pp ng where they are caused by:
    - m g az ng from smooth cedar
    - ord nary wear and tear.
    - abnorma use or m suse.
    - pee ng of ayers of pa nt ex st ng pr or to the work performed by the Contractor.
    - structura defects.
    - sett ng or movement.
    - mo sture content of the substrate.
    - abras on, mechan ca damage, abras ve c ean ng, abuse or damage resu t ng from use of chem ca s or c ean ng agents or exposure to harmfu so ds, qu ds or gases.
    - damage or defects caused n who e or n part by reason of fire, exp os on, flood, acts of God, extreme weather cond t ons, m suse, a terat on, abuse, vanda sm, neg gence, or any other s m ar causes beyond the contro of the Contractor.

Repa rs under th s m ted warranty w be performed on y on the spec fic areas where pee ng, b ster ng or ch pp ng has occurred and on y to the eve of surface preparat on descr bed n the preparat on sect on of the Contract.

FOR TH S WARRANTY TO BE VAL D, YOU MUST:

- Pay the fu contract pr ce.
- Reta n a copy of the or g na contract.
- Reta n a copy of your cance ed check or other ev dence of payment n fu .
- Pay for a mater a s used to perform the repa rs.
- Make the property access b e to the Contractor, or h s emp oyees, to perform the repa rs.

TH S L M TED WARRANTY S THE ONLY EXPRESS WARRANTY MADE BY THE CONTRACTOR AND S N L EU OF ALL OTHER WARRANT ES, EXPRESS OR MPL ED. TH S WARRANTY COVERS ONLY THOSE SERV CES PROV DED BY THE CONTRACTOR TO THE OR G NAL PURCHASER NAMED ON THE FRONT OF TH S CONTRACT. N NO EVENT SHALL THE CONTRACTOR BE L ABLE FOR NC DENTAL OR CONSEQUENT AL DAMAGES N EXCESS OF THE OR G NAL CONTRACT PR CE. TH S WARRANTY MAY NOT BE ALTERED OR EXTENDED FOR ANY PURPOSE UNLESS DONE SO N WR T NG N A DOCUMENT EXECUTED BY ALL PART ES TO TH S CONTRACT.

Th s warranty g ves you spec fic ega r ghts. Some jur sd ct ons do not a ow m tat ons on how ong an mp ed warranty asts, so the above m tat on may not app y to you. Some jur sd ct ons do not a ow the exc us on or m tat on of nc denta or consequent a damages, so the above m tat ons or exc us ons may not app y to you.

For warranty serv ce, you shou d contact your Contractor to schedu e an nspect on of your property by ca ng CertaPro Pa nters® at 800.462.3782.

CertaPro Painters®
BUSINESS & COMMERCIAL SERVICES

CertaPro Painters o
Northern Central Texas
40209 ndus rial Park Cir
Sui e 103
George own X 78626
(512) 868-6878

h p //george own- x cer apro com

COMMERCIAL EXTERIOR
Job # [redacted]
Date 01/26/2022

SHERWIN WILLIAMS.

We proud y feature Sherw n-W ams pa nts and sta ns.

JOB SITE

Berry Springs Park and Preserve Comm-Ext

1801 County Road 152
Georgetown, TX
78626

(512) 966-5000
mpettigrew@wilcc

PREPARED BY

Nathan Barron
(254) 592-1440
nbarron@certapro.com

CLIENT

Berry Springs Park and Preserve

1801 County Road 152
Georgetown, TX
78626

(512) 966-5000
mpettigrew@wilco.org

CLIENT CONTACTS

PRICING:

Base Price:	$1,791.75
Subtotal:	**$1,791.75**
Total:	**$1,791.75**
Balance	**$1,791.75**

GENERAL SCOPE OF WORK

This proposal includes painting the facia, soffit, siding, door frames, porch ceilings and the attic vent around the exterior of the home. All areas will be painted with one coat of paint in a color to closely match with a satin sheen finish. Prep to include power washing all surfaces to be painted and caulking all areas where the caulk is failing at no additional cost. This proposal does not include painting any unlisted areas nor does it include any repairs.

SURFACE PREPARATION

STANDARD LEVEL OF PREP
Unless stated otherwise in pictures and/or text in this proposal, this project is priced to include our standard level of prep. This includes the following:
- Wash or wipe down surfaces being painted.
- Scrape and sand loose and peeling paint. Please Note** Scraping and sanding will not result in a smooth finish. There will be ups and downs where paint was removed.
- Spot priming bare wood and metal in areas being painted. We do not spot prime areas being stained.
- Window glazing if we are painting windows.
- Puttying, caulking, and wood filling as needed. We only caulk areas that were previously caulked and are missing or failing. We only remove caulking that is failing.

- Masonry Patching where needed. Please Note** Masonry patching will not mimic the current texture of the masonry surface.
This level of prep DOES NOT include (Unless specified otherwise in this proposal) the following:
- Wood replacement
- Fixing imperfections that require feather sanding and bondo application.
- Full recaulking if caulk is not failing or missing.
- Resculpting trim and siding where damaged.
- Stripping existing surface coating.

CLEAN UP

Daily: Ladders are taken down and stored in a designated area along with all other tools and supplies. All debris will be swept and removed from the property or deposited in the appropriate trash receptacle according to the customer's preference. Upon Completion: All tools, supplies & equipment will be removed from the property.
Wood rot will be repaired with customer's approval on time & material basis. Labor rate is $55.00 /Man Hour. Material is billed from supplier's invoice plus 20% for handling. If securing owner's approval proves to be a lengthy process CertaPro reserves the right to proceed with the repair work without approval. This is done for the sake of expediency, economy and to avoid damage resulting from adverse weather conditions that may be upon us if approval was not secured in a timely manner and the work was left exposed to the elements. The carpentry man-hours and material stated below are approximate and may vary either way depending on the extent of wood rot that cannot be fully determined from ground level at the time of the estimate.

PROPOSAL AND COLOR SPECIFICATIONS

Surface/Item	Product	Paint / Primer Coats	Color
Front			
Soffit	SuperPaint-Acrylic Latex-Satin	1 / 0	Match
Door Frame(s)	SuperPaint-Acrylic Latex-Satin	1 / 0	Match
Porch Ceiling	SuperPaint-Acrylic Latex-Satin	1 / 0	Match
Wash			
Left			
Soffit	SuperPaint-Acrylic Latex-Satin	1 / 0	Match
Hardie Plank - Airless Spray	SuperPaint-Acrylic Latex-Satin	1 / 0	Match
Door Frame(s)	SuperPaint-Acrylic Latex-Satin	1 / 0	Match
Window(s)	SuperPaint-Acrylic Latex-Satin	1 / 0	Match
Porch Ceiling	SuperPaint-Acrylic Latex-Satin	1 / 0	Match
Wash			
Rear			
Soffit	SuperPaint-Acrylic Latex-Satin	1 / 0	Match

Door Frame(s)	SuperPaint-Acrylic Latex-Satin	1 / 0	Match
Porch Ceiling	SuperPaint-Acrylic Latex-Satin	1 / 0	Match
Wash			
Right			
Soffit	SuperPaint-Acrylic Latex-Satin	1 / 0	Match
Window(s)	SuperPaint-Acrylic Latex-Satin	1 / 0	Match
Door Frame(s)	SuperPaint-Acrylic Latex-Satin	1 / 0	Match
Hardie Plank - Airless Spray	SuperPaint-Acrylic Latex-Satin	1 / 0	Match
Wash			

ADDENDUM - ALL PICTURES

Front

Left

Rear

Right

NOTES

OUR CERTAINTY SERVICES SYSTEM: To ensure that the project meets your expectations, we will:

- Meet with you at the beginning of the project to ensure all information is up to date and accurate.
- Communicate with you daily to inform you of what has been completed, what will be done tomorrow and any possible issues.
- And finally, have you do a final inspection with us to make sure that you are completely satisfied with the completed project.

ADDITIONAL NOTES

PICKING YOUR COLORS
To pick your colors, please go to the nearest Sherwin Williams paint store. We will need to color name, color number, and sheen that you would like us to use. Color choices should be given to CertaPro no later than 5 days before your projects start date to avoid delays.
ROTTING WOOD
If rotted wood is identified during the painting project, you will be notified. It is not always possible to identify rotting wood during the estimating process.

SIGNATURES

CertaPro Painters Authorized Signature — Date

Authorized Client Signature — Date

Authorized Client Representative Name & Title

Client

PAYMENT DETAILS

Payment is due: In full upon job completion

COMMERCIAL DEFINITIONS AND CONDITIONS OF THIS CONTRACT

RELATIONSHIP — The individual giving you this proposal is an independent contractor licensed by CertaPro Painters® to use its systems and trademarks to operate a painting franchise. The work will be completed by the independent franchised contractor. Please make any check payable to the franchise shown on the front of this proposal.

COLORS — Colors may be chosen by the client prior to commencement of work. If, after the job starts, a color change is required, the independent Contractor will have to charge for time and material expenses incurred on the original color.

UNFORESEEN CONDITIONS — Should conditions arise which could not be determined by visual inspection prior to starting work, the client must pay an agreed upon extra for the completion of such work.

PROPOSAL — This proposal is valid for 60 days after it was written. In addition, the Independent Franchised Contractor should be informed of your desire to have the work done and receive a signed copy of the proposal before work is to be started.

ATTENTION CLIENT:

YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE BELOW NOTICE OF CANCELLATION FOR AN EXPLANATION OF THIS RIGHT. (SATURDAY IS A LEGAL BUSINESS DAY IN CONNECTICUT.) THIS SALE IS SUBJECT TO THE PROVISIONS OF THE HOME SOLICITATION SALES ACT AND THE HOME IMPROVEMENT ACT. THIS INSTRUMENT IS NOT NEGOTIABLE.

NOTICE OF CANCELLATION

YOU MAY CANCEL THIS TRANSACTION, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN THREE BUSINESS DAYS FROM THE ABOVE DATE. IF YOU CANCEL, ANY PROPERTY TRADED IN, ANY PAYMENTS MADE BY YOU UNDER THE CONTRACT OR SALE, AND ANY NEGOTIABLE INSTRUMENT EXECUTED BY YOU WILL BE RETURNED WITHIN TEN BUSINESS DAYS FOLLOWING RECE PT BY THE SELLER OF YOUR CANCELLATION NOTICE, AND ANY SECURITY NTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELLED. IF YOU CANCEL, YOU MUST MAKE AVAILABLE TO THE SELLER AT YOUR RESIDENCE IN SUBSTANTIALLY AS GOOD CONDITION AS WHEN RECEIVED, ANY GOODS DELIVERED TO YOU UNDER THIS CONTRACT OR SALE; OR YOU MAY, IF YOU WISH, COMPLY WITH THE INSTRUCTIONS OF THE SELLER REGARDING THE RETURN SHIPMENT OF THE GOODS AT THE SELLER'S EXPENSE AND RISK. IF YOU DO MAKE THE GOODS AVA LABLE TO THE SELLER AND THE SELLER DOES NOT PICK THEM UP WITH N TWENTY DAYS OF THE DATE OF CANCELLATION, YOU MAY RETAIN OR DISPOSE OF THE GOODS WITHOUT ANY FURTHER OBLIGATION. IF YOU FAIL TO MAKE THE GOODS AVAILABLE TO THE SELLER, OR IF YOU AGREED TO RETURN THE GOODS AND FAIL TO DO SO, THEN YOU REMAIN LIABLE FOR PERFORMANCE OF ALL OBLIGATIONS UNDER THE CONTRACT. TO CANCEL THIS TRANSACTION, MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE OR ANY OTHER WRITTEN NOTICE, OR SEND A TELEGRAM TO:

Name of Se er **CertaPro Painters of Northern Central Texas**

DATE OF TRANSACT ON _____

NOT LATER THAN M DN GHT OF _____

I HEREBY CANCEL THIS TRANSACTION

(Buyer's Signature) (Date)

LIMITED TWO YEAR WARRANTY

Subject to the m tat on set forth be ow, for a per od of 24 months from the date of comp et on of the work descr bed on the front of th s contract, the ndependent Franch se Owner named on the front of th s contract (the Contractor) w repa r pee ng, b ster ng or ch pp ng pa nt resu t ng from defect ve workmansh p.

TH S L M TED WARRANTY DOES NOT COVER:

- Any work where the Contractor d d not supp y the pa nt or other mater a s.
- Any work wh ch was not performed by the Contractor.
- Varn shed surfaces.
- Surfaces made of, or conta n ng, ga van zed meta .
- The cost of pa nt requ red to perform the repa rs.
- Repa rs to hor zonta surfaces or any surface that, by v rtue of ts des gn perm ts mo sture to co ect. Surfaces nc ude, but are not m ted to, decks, ra ngs, sta rs, porches, roofs and wood gutters.
- Exact pa nt match as env ronmenta cond t ons w affect the co or and fin sh of a pa nts over t me.
- Any repa rs wh ch are necess tated as a resu t of a defect n the pa nt regard ess of whether the pa nt was supp ed by the Contractor or the customer.
- B eed ng caused by knots, rust or cedar.
- Cracks n drywa , p aster or wood.
- Pee ng, b ster ng or ch pp ng where they are caused by:
    - m g az ng from smooth cedar
    - ord nary wear and tear.
    - abnorma use or m suse.
    - pee ng of ayers of pa nt ex st ng pr or to the work performed by the Contractor.
    - structura defects.
    - sett ng or movement.
    - mo sture content of the substrate.
    - abras on, mechan ca damage, abras ve c ean ng, abuse or damage resu t ng from use of chem ca s or c ean ng agents or exposure to harmfu so ds, qu ds or gases.
    - damage or defects caused n who e or n part by reason of fire, exp os on, flood, acts of God, extreme weather cond t ons, m suse, a terat on, abuse, vanda sm, neg gence, or any other s m ar causes beyond the contro of the Contractor.

Repa rs under th s m ted warranty w be performed on y on the spec fic areas where pee ng, b ster ng or ch pp ng has occurred and on y to the eve of surface preparat on descr bed n the preparat on sect on of the Contract.

FOR TH S WARRANTY TO BE VAL D, YOU MUST:

- Pay the fu contract pr ce.
- Reta n a copy of the or g na contract.
- Reta n a copy of your cance ed check or other ev dence of payment n fu .
- Pay for a mater a s used to perform the repa rs.
- Make the property access b e to the Contractor, or h s emp oyees, to perform the repa rs.

TH S L M TED WARRANTY S THE ONLY EXPRESS WARRANTY MADE BY THE CONTRACTOR AND S N L EU OF ALL OTHER WARRANT ES, EXPRESS OR MPL ED. TH S WARRANTY COVERS ONLY THOSE SERV CES PROV DED BY THE CONTRACTOR TO THE OR G NAL PURCHASER NAMED ON THE FRONT OF TH S CONTRACT. N NO EVENT SHALL THE CONTRACTOR BE L ABLE FOR NC DENTAL OR CONSEQUENT AL DAMAGES N EXCESS OF THE OR G NAL CONTRACT PR CE. TH S WARRANTY MAY NOT BE ALTERED OR EXTENDED FOR ANY PURPOSE UNLESS DONE SO N WR T NG N A DOCUMENT EXECUTED BY ALL PART ES TO TH S CONTRACT.

Th s warranty g ves you spec fic ega r ghts. Some jur sd ct ons do not a ow m tat ons on how ong an mp ed warranty asts, so the above m tat on may not app y to you. Some jur sd ct ons do not a ow the exc us on or m tat on of nc denta or consequent a damages, so the above m tat ons or exc us ons may not app y to you.

For warranty serv ce, you shou d contact your Contractor to schedu e an nspect on of your property by ca ng CertaPro Pa nters® at 800.462.3782.

Commissioners Court - Regular Session **16.**

Meeting Date: 04/05/2022

Approval of Pole License Agreement with Oncor Electric Delivery Company LLC for IT Department

Submitted By: Joy Simonton, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving the pole license agreement between Williamson County and Oncor Electric Delivery Company LLC (Oncor) which will enable the County to attach wireline and wireless equipment to Oncor owned poles and authorizing execution of the agreement.

Background

This agreement will benefit the Williamson County IT Department by providing connectivity infrastructure access to Oncor owned utility poles. Connectivity routes for fiber optic cable are needed for county operations. Route plans and associated costs will be brought forward as project plans are formalized. Authorizing this agreement is the first step in that process. No costs are associated with approving this agreement at this time. Department point of contact is Richard Semple.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

MASTER RLA - Government ISD - POLES (002)_Redacted

Williamson County Addendum For Oncor Pole License Agreement JUDPLA21-07

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	03/31/2022 11:53 AM
Form Started By: Joy Simonton		Started On: 03/31/2022 11:23 AM
Final Approval Date: 03/31/2022		

Request for License Agreement

Information provided in this Request for License Agreement (RLA) will be used to create a pole license agreement (Agreement) with Oncor Electric Delivery Company LLC (Oncor) which will enable the Applicant to attach wireline and wireless equipment to Oncor owned poles. Please complete this as a Word document with as much detail as possible and e-mail it to the Oncor representative listed below. Oncor and its representatives do not make any warranty, promise or guarantee regarding the time required to complete the Agreement process.

Oncor Electric Delivery Company LLC
Joint Use Management
777 Main Street 1033-12
Suite 770
Fort Worth, TX 76102

General information relating to Oncor's construction standards and other requirements can be found on the following website:

https://www.oncor.com/SitePages/JointUseManagement.aspx

I. General Information

1. Only Oncor or authorized representatives may process a Permit Application (PA) for Oncor-owned poles.
2. Only Oncor or approved contractors may perform make-ready work on Oncor-owned poles.
3. Standards Section 103 lists requirements to attach to Oncor poles.
4. If using wireless equipment, "Wireless Communication Attachment Guidelines" provide additional guidance.
5. Applicant pays all costs incurred by Oncor, its contractors and agents in processing each PA. Costs may include inspection, design, construction, installation, removal or other work pertaining to the attachments.
6. Applicant may need to obtain permission from other pole owners such as AT&T or Frontier to complete the build-out.
7. Weather, crew availability and other variables may impact the completion of make-ready work.
8. Technical information about the attachment hardware must be submitted with the PA to enable evaluation which may include pole loading. That information shall include, but is not limited to:
   a) Manufacturer and part number of coax or fiber
   b) Size of messenger (outside diameter)
   c) Size of cable (outside diameter)
   d) Cable and messenger weight per foot
   e) Initial design tension of messenger
   f) Largest final sag for span lengths: 150', 200', 250', 300'
   g) Weight, size and mounting requirements of wireless equipment and antennas.
9. Oncor's existing and future private or public rights of access cannot be assumed by the Applicant. The Applicant is responsible to obtain all public and private rights of access related to its equipment attached to Oncor-owned poles.
10. Applicant plans to install its equipment in the following city, county or area Williamson County
11. How many **COMMUNICATION SPACE** attachments will Applicant make?
    a. Wireline _____

b. Wireless _____

12. How many **POWER SPACE** attachments will Applicant make?

    a. Wireless _____

    b. Pole top antennas _____

13. What is the Applicant's timeline for this work? Start _____ End _____

14. The Applicant must provide proof of insurance before the agreement will be signed. Please contact the following if you have questions or need clarification.

    [redacted]
    Manager, Insurable Risk
    [redacted]

II. Wireless Equipment Information

1. All physical specs must be provided to the following for analysis prior to installation. Please contact them if you have questions or need clarification.

    [redacted]
    Oncor Standards
    [redacted]@oncor.com

2. All listed RF specs must be provided to the following for analysis prior to installation. Please contact them if you have questions or need clarification.

    [redacted]@oncor.com

    a. Does the pole have an existing Oncor wireless device, auto transfer switch, air switch, capacitor bank or re-closer?
    b. What is the FCC designator of the transmitter?
    c. What is the proposed transmit frequency?
    d. What is the proposed transmit power (EIRP) at the antenna?
    e. If transmissions occur simultaneously, what is the max transmit power (ERP or EIRP)?
    f. What is the modulation technique of the transmitter?
    g. Will the transmitter be filtered to prevent transmission outside of the authorized frequency?
    h. What is the single transmission bandwidth?
    i. If spread spectrum, what is the BITS/SEC/HZ of a single transmission?
    j. Will dynamic or automatic power control be used for transmissions to mobile or static receiving devices?
    k. What is the horizontal and vertical beam width of the antenna?
    l. What is the elevation AGL of the antenna?
    m. How many antennas will be placed on a pole?
    n. If the antenna is sectored, how many sectors are on a single pole?
    o. Will the antenna be level, tilted up or tilted down?
    p. What is the receive frequency?
    q. What is the backhaul technology of the transceiver?
        i. If RF, will it be the same frequency as transmissions to receiving devices?
    r. What is the transceiver AC power consumption operating at 100% duty cycle/fully utilized?

III. Applicant Data

Legal Name _____Williamson County, TX_____

Assumed or "doing business as" name _____Williamson County_____

Incorporated? (LP, LLC) _____

Where? _____

Mailing Address _____

City/State/Zip _____

Physical Address _____

City/State/Zip _____

Name, title and email of signature authority for Applicant (Must have this for DocuSign)

Name __Bill Gravell Jr._____

Title _____County Judge_____

Email _____bgravell@wilco.org_____

Contracts Administrator

Name _____[redacted]_____

Title _____[redacted]_____

Company _____Williamson County_____

Mailing Address ____301 SE Inner Loop. STE 105_____

City/State/Zip _____Georgetown, TX 78626_____

Phone _____[redacted]_____

Mobile _____

Fax _____

Email _____[redacted]_____

Accounts Receivable Contact

Name _____[redacted]_____

Title _____[redacted]_____

Company _____ Williamson County _____

Mailing Address _____301 SE Inner Loop. STE 105_____

City/State/Zip _____Georgetown, TX 78626_____

Phone _____[redacted]_____

Mobile _____

Fax _____

Email _____[redacted]_____

***Accounts Payable* Contact**

Name [redacted]

Title [redacted]

Company Williamson County

Mailing Address 301 SE Inner Loop. STE 105

City/State/Zip Georgetown, TX 78626

Phone [redacted]

Mobile

Fax

Email [redacted]

Construction Contact

Name [redacted]

Title [redacted]

Company BryComm, LLC

Mailing Address 1051 New Technology Blvd.

City/State/Zip Hutto, TX 78634

Phone [redacted]

Mobile [redacted]

Fax [redacted]

Email [redacted]

Engineering Contact

Name [redacted]

Title [redacted]

Company LJA Telecom

Mailing Address 2700 La Frontera Bvd Ste 150

City/State/Zip Round Rock TX 78681

Phone [redacted]

Mobile

Fax

Email [redacted]

Operations Contact

Name [redacted]

Title [redacted]

Company Williamson County

Mailing Address 301 SE Inner Loop, STE 105

City/State/Zip Georgetown, TX 78626

Phone [redacted]

Mobile

Fax

Email [redacted]

Emergency Contact

Name [redacted]

Title [redacted]

Company Williamson County

Mailing Address 301 SE Inner Loop, STE 105

City/State/Zip Georgetown, TX 78626

Phone [redacted]

Mobile

Fax

Email [redacted]

Claims Representative

Name

Title

Company

Mailing Address

City/State/Zip

Phone

Mobile

Fax

Email

DocuSign Envelope ID: 7EFFF23E-CB31-418B-B7AD-E8B38305F9C8

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

COUNTY ADDENDUM FOR DISTRIBUTION POLE LICENSE AGREEMENT NO. JUDPLA21-007

(Oncor Electric Delivery Company LLC)

Important Notice: County Purchase Orders and Agreements constitute expenditures of public funds, and all vendors or service providers are hereby placed on notice that such procurement is subject to the extent authorized by Texas law, including but not limited to Tex. Const. art. XI, § 7, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, and the Texas Health & Safety Code.

THIS COUNTY ADDENDUM FOR DISTRIBUTION POLE LICENSE AGREEMENT (this "Addendum") is made and entered into by and between **Williamson County, Texas** (hereinafter "Licensee" or "The County" or "Williamson County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Oncor Electric Delivery Company LLC** (hereinafter "Company"), pursuant to that certain Distribution Pole License Agreement of even date herewith entered into by and between Williamson County and Company (the "Agreement").

I.

Incorporated Documents and Resolving Conflicting Terms: This Addendum may not be modified or amended other than by a written instrument executed by both parties.

DocuSign Envelope ID: 7EFFF23E-CB31-418B-B7AD-E8B38305F9C8

II.

No Agency Relationship: It is understood and agreed that Company shall not in any sense be considered a partner or joint venturer with The County, nor shall Company hold itself 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.

III.

Compliance with All Laws: Licensee and Company agree to and will comply with any and all applicable local, state or federal laws with respect to this Addendum.

IV.

Payment: Company will be compensated as set forth in Company's License Agreement, which is incorporated herein as if copied in full.

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

V.

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

DocuSign Envelope ID: 7EFFF23E-CB31-418B-B7AD-E8B38305F9C8

VI.

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

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	**Oncor Electric Delivery Company LLC**
Name: Bill Gravell Jr.	Name: Karen Flewharty
Title: County Judge	Title: Joint Use Manager
Signature: _____	Signature: DocuSigned by: Karen Flewharty 1DDF7B169219405...
Date: _____	Date: 2/18/2022

Commissioners Court - Regular Session **17.**

Meeting Date: 04/05/2022

Approval of Change Order for Southwest Regional Park Splash Pad Repair with Perez Construction LLC for Facilities Management

Submitted By: Kerstin Hancock, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving change order to Southwest Regional Park Splash Pad repair agreement originally approved on 03.22.2022 under agenda item #35 in the amount of $15,652.50, adding an amount of $23,200.00, exempting this purchase from the competitive bid/proposal requirements pursuant to the discretionary exemption as set forth under Texas Local Government Code § 262.024 (2) [an item necessary to preserve and protect the public health or safety or the residents of the county] and § 262.024 (3) [an item necessary because of unforeseen damage to public property].

Background

A contract was approved for Perez Construction LLC to perform repairs at the Southwest Regional Park Splash Pad. During the repairs the crew discovered that the stonework and boulders for the waterfall area were unstable and visibly showing cracks and movement. The unsafe conditions are such that urgent/immediate repairs are needed to stabilize the movement of the stones and boulders under and along the waterfall feature. As Perez Construction LLC is already on site and aware of the problems and mitigation steps are necessary a proposal was requested for the additional work needed. Proposal is attached herein. Funding Source is 01.0100.1072.004509. The department point of contact is Angel Gomez.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Change order

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	03/31/2022 08:31 AM
Purchasing (Originator)	Joy Simonton	03/31/2022 10:19 AM
County Judge Exec Asst.	Becky Pruitt	03/31/2022 10:40 AM
Form Started By: Kerstin Hancock		Started On: 03/30/2022 04:52 PM
Final Approval Date: 03/31/2022		

PEREZ CONSTRUCTION LLC

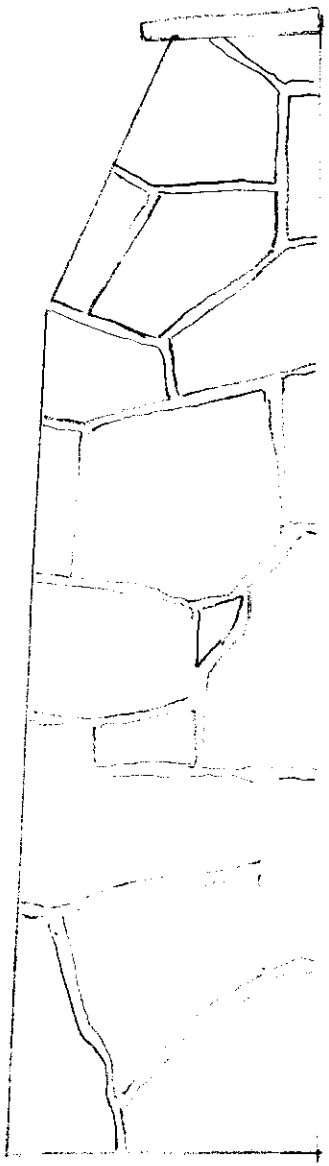
1205 Power Road, Georgetown, TX 78628
512-804-8236
Fabianperez333@gmail.com
Admin@perezconstructionllc.com
TEXAS HUB CERTIFICATE #: 1352634751600
TEXAS HUB VENDOR #: 518005

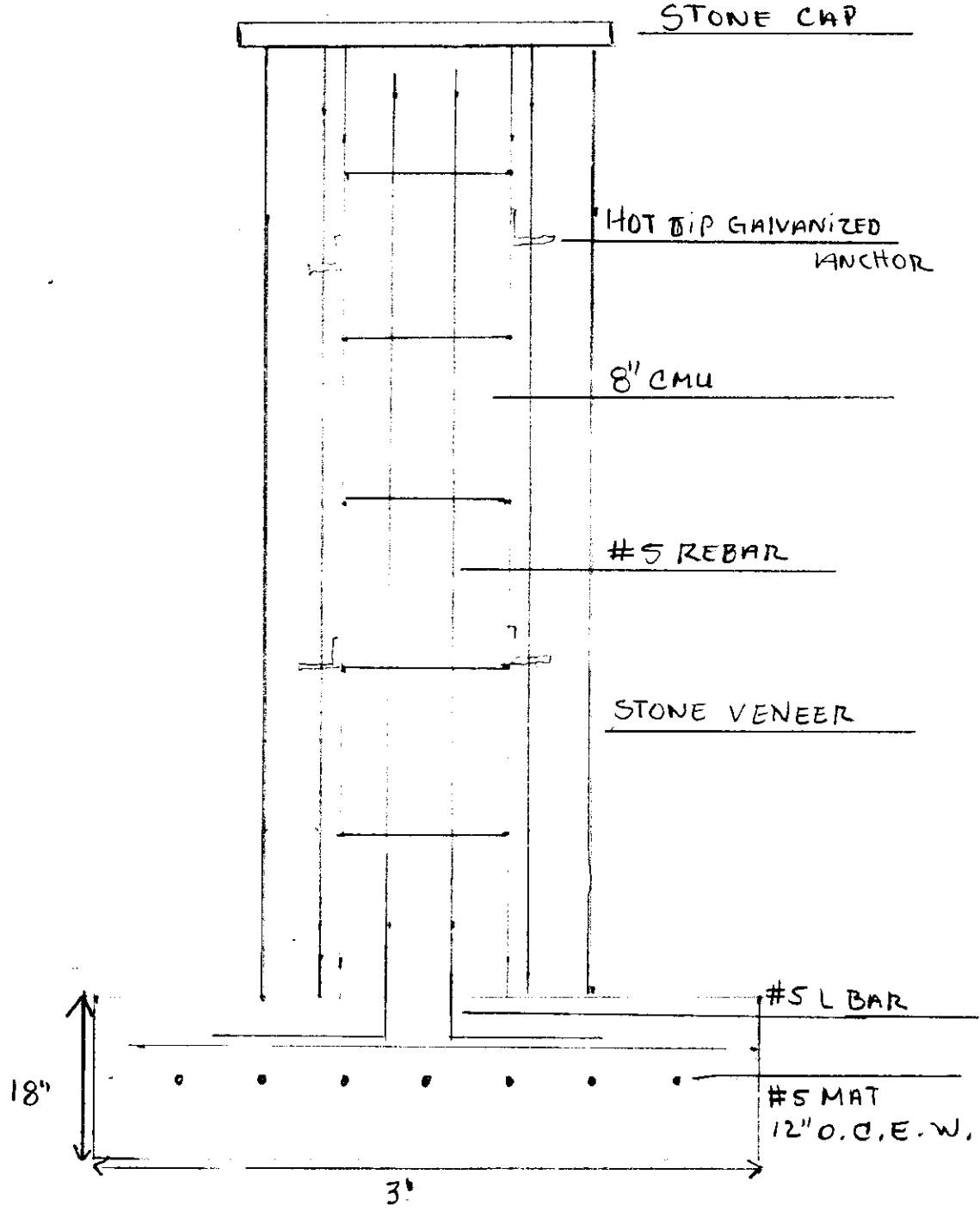
CHANGE ORDER

DATE: 3/29/2022

To: *Williamson County Parks and Rec*
219 Perry Mayfield
Leander, Texas 778641

LOCATION	SCOPE OF WORK	AMOUNT
Wilco Regional Park 3005 CR 175 Leander, TX	• *4 Stone Columns* • *4 Concrete Footings* • *CMU Concrete Filled with reinforced Steel* • *Weep holes throughout waterfall wall and stone blocks* • *Repair Stone Work around Manhole Cover* All equipment, labor, materials, and haul off included.	
	TOTAL QUOTE AMOUNT	**$23,200.00**




STONE CAP
HOT DIP GALVANIZED ANCHOR
8" CMU
#5 REBAR
STONE VENEER
#5 L BAR
#5 MAT 12" O.C.E.W.
18"
3'

Commissioners Court - Regular Session **18.**

Meeting Date: 04/05/2022

Justice Center New County and Attorney General Courts (P515) - Supple Agreement 1 to Agreement for Design and Engineering Services –

Submitted For: Dale Butler **Submitted By:** Wendy Danzoy, Facilities Management

Department: Facilities Management

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Supplemental Agreement No. 1 to Agreement for Design & Engineering Services, as amended, with Reliance Architecture, LLC. for the Justice Center New County and Attorney General Courts (P515). Due to the need for additional services, the contract is increased by $26,350. Point of contact is Trenton Jacobs, County Architect.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

SA1-Reliance

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	03/30/2022 02:01 PM
County Judge Exec Asst.	Becky Pruitt	03/30/2022 04:12 PM
Form Started By: Wendy Danzoy		Started On: 03/30/2022 01:31 PM
Final Approval Date: 03/30/2022		

SUPPLEMENTAL AGREEMENT NO. 1
TO
AGREEMENT FOR DESIGN & ENGINEERING SERVICES

PROJECT: **CJC New District, County, & AG Courts** ("Project")

ARCHITECT/
ENGINEER: **Reliance Architecture, LLC** ("A/E")
Antonio Naylor, AIS, ALEP, Principal Architect
12 Chisholm Trail, Suite 200
Round Rock, TX 78681

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

THIS SUPPLEMENTAL AGREEMENT NO. 1 to **Agreement for Design and Engineering Services**, effective as of the latest date of the signatories indicated at the conclusion of this document (the "Effective Date"), by and between **Williamson County, Texas** a political subdivision of the State of Texas ("County") and A/E.

R E C I T A L S

WHEREAS, County and A/E previously executed **Agreement for Design and Engineering Services** being dated effective **December 8, 2021** ("Agreement");

WHEREAS, pursuant to **Article 20** of the Agreement, the terms of the Agreement may be modified by a fully executed, written modification;

WHEREAS, County now wishes to **1) Repurpose the existing 2nd Floor Training Courtroom & associated offices as an AG Courtroom with associated Chambers & Workrooms and 2) Create an additional 1st Floor Jury Deliberation Room**; all of which would constitute Additional Services due to being outside the original scope of Basic Services; and,

WHEREAS, in accordance with **Article 7** of the Agreement, this Supplemental Agreement provides a description of the scope, compensation for, and schedule of Additional Services;

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

SUPPLEMENTAL AGREEMENT

NOW, THEREFORE, premises considered, County and A/E agree that the Agreement is modified and amended as follows:

ARTICLE 1
SCOPE OF ADDITIONAL SERVICES

A/E hereby agrees to provide the Additional Services detailed in Attachment A – *Scope of Additional Services* (referred to herein as "Additional Services").

ARTICLE 2
COMPENSATION FOR ADDITIONAL SERVICES

In accordance with the terms and conditions of the Agreement, County hereby agrees to pay A/E **Twenty-Six Thousand, Three Hundred Fifty Dollars ($ 26,350)** as detailed in Attachment B – *Fee Schedule*.

ARTICLE 3
TIME FOR PERFORMANCE OF ADDITIONAL SERVICES

A/E hereby agrees to provide the Additional Services detailed in are detailed in Attachment C – *Production Schedule*.

ARTICLE 4
TERMS OF AGREEMENT & EXTENT OF SUPPLEMENTAL AGREEMENT

All Additional Services described herein will be performed in accordance with the terms and conditions of the Agreement. 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.

IN WITNESS WHEREOF, County has caused this Supplemental Agreement to be signed in its name by its duly authorized County Judge, thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions

hereof. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, TERMINATE OR MODIFY THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

A/E:
Reliance Architecture, LLC

By:
Signature

Antonio Naylor
Printed Name

President/ Principal Architect
Title

Date Signed: 3/29/2022

COUNTY:
Williamson County, Texas

By: _____
Signature

_____
Printed Name

_____
Title

Date Signed: _____

ATTACHMENT A

SCOPE OF ADDITIONAL SERVICES

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

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

SCOPE OF WORK:

Williamson County Justice Center
405 MLK
Georgetown, TX 78626
New District Court Jury Room Remodel & New AG Court Remodel
P515

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

Phase I-II - DESIGN DEVELOPMENT – 60% Plans, Specifications and Estimate

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

A. Investigate site/facility and verify known existing or available utility locations.

B. Review International Building Code (IBC), ASHRAE 90.1, ASHRAE 62.1, International Mechanical Code (IMC), National Electric Code (NEC), International Energy Conservation Code (IECC), and any other applicable codes and ordinances.

C. Advise County of any changes, additions, or corrections to the preliminary program, plans, specifications, and budget.

D. Develop plans and specifications, which indicate materials, construction methods and buildings systems. These building systems may include (but are not limited to) structural, mechanical, plumbing, and electrical.

E. Prepare a Design Development level cost estimate in a form acceptable to County.

F. Submit Plans, Specifications, and all other required documentation for Site Development Permit application for the project with the local jurisdiction having review authority. Notify County's PM of any required submittal fees to be paid by County.

G. Provide deliverables in accordance with County's Design Submittal Guidelines.

Phase III - CONSTRUCTION DOCUMENTS – 100% Plans, Specifications, and Estimate

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

A. Prepare complete plans, specifications and engineering calculations (without professional seals) setting forth in detail the work required for the architectural, structural, civil, mechanical, plumbing, electrical, landscaping and irrigation, and site work.

B. Consult freely with County concerning the principal phases of the work immediately advise County of any unusual requirements or features not apparent during execution of the Schematic Design and Design Development Phases.

C. Prepare a detailed cost estimate of the project on a form acceptable to County.

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

E. Complete the PS&E for the entire Project and its component parts. The Project detailed cost estimate shall not exceed the project construction budget as approved in writing by County.

F. Provide deliverables in accordance with County's Design Submittal Guidelines.

Phase IV – REGULATORY REVIEW AND PERMITS - Plans, Specifications, and Permits:

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

A. When applicable, register the project with the Texas Department of Licensing and Regulation (TDLR) and obtain an EABPRJ number for inclusion on the project coversheet prior to Permit application submittal to the local jurisdiction having

review authority. Register as the Owner's Designated Agent for further correspondence with TDLR and Registered Accessibility Specialist (RAS).

B. Participate in any Pre-submittal Meetings required by local jurisdiction prior to Permit application submittal.

C. Submit Plans, Specifications, and all other required documentation for construction Permit application for the project with the local jurisdiction having review authority. Notify County's PM of any required submittal fees to be paid by County.

D. Submit Construction Documents and Specifications to the Registered Accessibility Specialist (RAS) approved by County for Architectural Barriers plan review.

E. Receive and respond to permitting comments by the local jurisdiction having review authority.

F. Revise plans and specifications as necessary to conform to permitting, accessibility, and budget requirements without additional charge to County.

G. Provide deliverables in accordance with County's Design Submittal Guidelines.

Phase V – CONSTRUCTION CONTRACT BIDDING, AWARD, AND EXECUTION

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

A. Participate in a Pre-bid Meeting, answer RFI's from Contractors and suppliers, and prepare addenda items as required.

B. Provide deliverables in accordance with County's Design Submittal Guidelines.

Phase VI - CONSTRUCTION ADMINISTRATION - Project Observation and Inspection:

Upon County acceptance of previous phase, A/E shall perform the following services:

A. Provide general administration and be County's representative during the construction of the project. Advise, consult, and issue County's instructions to Contractor in writing with copies furnished to all parties. Prepare change orders and supplementary drawings.

B. Conduct and oversee pre-construction meeting.

C. Process/ respond to Requests for Information, Change Proposals, Change Orders, Change Directives.

D. Review/ approve shop drawings, submittals, samples and mock-ups. Submit copies of each shop drawing and submittal of materials and equipment to County.

E. Conduct and oversee bi-weekly progress meetings.

F. Conduct site visits with personnel technically qualified by education and experience to competently observe relevant aspects of construction. Make necessary observations to determine if workmanship and quality of materials generally conform to the plans and specifications, and that provisions of the contract are complied with.

G. Reject work performed by Contractor which does not meet the requirements of the Construction Documents; and, order removal and replacement of such work.

H. Review progress estimates of work performed and invoiced by Contractor. Within **three (3) business days** of receipt, submit written reviews to County.

I. Coordinate Texas Accessibility Standards (TAS) Inspection to be concurrent with Substantial Completion Inspection.

J. Accompany County on Substantial Completion Inspection with appropriate staff and affiliates. Prepare a punch list of items needing correction. After Contractor has performed the required corrections, notify County in writing that the contract has been performed in general conformance with the plans and specifications and is ready for Final Inspection.

K. Provide deliverables in accordance with County's Design Submittal Guidelines.

Phase VII – PROJECT CLOSE-OUT – Final Inspection and Document Review:

Upon County acceptance of previous phase, A/E shall perform the following services:

A. Accompany County on Final Inspection to determine if construction has been completed in general accordance with the Contract Documents.

B. Review warranties, guarantees, bonds, equipment operating instructions, and similar deliverables to verify receipt, and general conformance to requirements of the Contract.

C. After determining that the general requirements of the Plans and Specifications have been met, certify and approve Contractor's Final Application for Payment.

D. Upon completion of construction and prior to the request for final payment, make changes in the original REVIT or model CAD files of the Project to show changes made and noted by Contractor of the work and final location of the mechanical

service lines and outlets including outside utilities. Develop project Record Construction Drawings and Specifications.

E. Provide deliverables in accordance with County's Design Submittal Guidelines.

ATTACHMENT B

FEE SCHEDULE

This schedule indicates fees by Phase of the **Additional Fee**:		**$**	**26,350**	100%
69%	**Reliance Architecture**	**$**	**18,150**	
31%	**MEP Services**	**$**	**8,200**	
Phase I-II - DESIGN DEVELOPMENT (SD & DD)		**$**	**11,550**	44%
	Reliance Architecture	$	8,250	
	MEP Services	$	3,300	
Phase III - CONSTRUCTION DOCUMENTS		**$**	**9,510**	36%
	Reliance Architecture	$	5,610	
	MEP Services	$	3,900	
Phase IV - REGULATORY REVIEW AND PERMITS		**$**	**-**	0%
	Reliance Architecture	$	-	
	MEP Services	$	-	
Phase V - BIDDING, AWARD, AND EXECUTION		**$**	**990**	4%
	Reliance Architecture	$	990	
	MEP Services	$	-	
Phase VI - CONSTRUCTION ADMINISTRATION		**$**	**4,300**	16%
	Reliance Architecture	$	3,300	
	MEP Services	$	1,000	
Phase VII - PROJECT CLOSE-OUT		**$**	**-**	0%
	Reliance Architecture	$	-	
	MEP Services	$	-	

ATTACHMENT C

PRODUCTION SCHEDULE

A/E agrees to complete the professional design services called for in **Attachment A** of this Supplemental Agreement within **Three Hundred Twenty-Nine (329) calendar days** from the date of this Supplemental Agreement.

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

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

Supplemental Agreement Execution Date	**04/05/22**
Phase I & II - SCHEMATIC & DESIGN DEVELOPMENT	
60% Plans, Specifications and Estimate deliverables	04/29/22
County written authorization to proceed to next phase	05/04/22
Phase III - CONSTRUCTION DOCUMENTS	
Complete Plans, Specifications and Estimate deliverables	05/18/22
County written authorization to proceed to next phase	05/23/22
Phase IV - REGULATORY REVIEW AND PERMITS	
Sealed Plans and Specifications and Estimate deliverables to County	05/30/22
Plans submittal to TDLR	05/30/22
Phase V - BIDDING, AWARD, AND EXECUTION	
County negotiates project with Coop Vendor	06/13/22
Contract Award	06/21/22
Phase VI - CONSTRUCTION ADMINISTRATION⚜	
Contractor Notice to Proceed	06/22/22
Construction Substantial Completion	09/30/22

Phase VII - PROJECT CLOSE-OUT

Record Documents deliverables	10/31/22
Supplemental Agreement Termination Date	**02/28/23**

Commissioners Court - Regular Session **19.**

Meeting Date: 04/05/2022

Expo Center Winter Storm Repairs (P566) - Supplemental Agreement 1 to Agreement for Design and Engineering Services – WJE

Submitted For: Dale Butler **Submitted By:** Wendy Danzoy, Facilities Management

Department: Facilities Management

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Supplemental Agreement No. 1 to Agreement for Design & Engineering Services, as amended, with Wiss, Janney, Elstner Associates, Inc. for the Expo Center Winter Storm Repairs (P566). Due to the need for additional services, the contract is increased by $11,600 and the schedule is being adjusted to add Ninety (90 days) for construction administration. Point of contact is Angel Gomez, Williamson County Project Manager with Facilities Management.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

WJE SA1

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	03/30/2022 11:19 AM
County Judge Exec Asst.	Becky Pruitt	03/30/2022 11:50 AM
Form Started By: Wendy Danzoy		Started On: 03/30/2022 11:01 AM
Final Approval Date: 03/30/2022		

SUPPLEMENTAL AGREEMENT NO. 1
TO
AGREEMENT FOR DESIGN & ENGINEERING SERVICES

PROJECT: **Expo Winter Storm Repairs** ("Project")

ARCHITECT/
ENGINEER: **Wiss, Janney, Elstner Associates, Inc.** ("A/E")
John R. ~~Krintz~~, PE, Associate III
Kintz
9511 N. Lake Creek Parkway
Austin, TX 78717

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

THIS SUPPLEMENTAL AGREEMENT NO. 1 to **Agreement for Design and Engineering Services**, effective as of the latest date of the signatories indicated at the conclusion of this document (the "Effective Date"), by and between **Williamson County**, a body corporate and politic under the laws of the State of Texas ("County") and A/E.

R E C I T A L S

WHEREAS, County and A/E previously executed **Agreement for Design and Engineering Services** being dated effective **June 29, 2021** ("Agreement");

WHEREAS, pursuant to **Article 20**, the terms of the Agreement may be modified by a fully executed, written modification;

WHEREAS, County now wishes to **have the roof foundations permanently repaired**;

WHEREAS, in accordance with Article 7 of the Agreement, this Supplemental Agreement provides a description of the scope of Additional Services, as well as the Additional Services compensation and Production Schedule for A/E's professional services related to the Additional Services; 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 A/E agree that the Agreement is supplemented, amended and modified as follows:

I. SCOPE OF ADDITIONAL SERVICES

A/E hereby agrees to provide the Additional Services detailed in Attachment A – Scope of Additional Services (referred to herein as the "Additional Services").

II. ADDITIONAL SERVICES COMPENSATION

In accordance with the terms and conditions of the Agreement, County hereby agrees to pay A/E Eleven Thousand Six Hundred Dollars ($11,600.00), as detailed in Attachment B – Fee Schedule for performance of the Additional Services.

III. PRODUCTION SCHEDULE FOR ADDITIONAL SERVICES

A/E hereby agrees to provide the Additional Services in accordance with Attachment C – Production Schedule.

IV. TERMS OF AGREEMENT CONTROL AND EXTENT OF SUPPLEMENTAL AGREEMENT

All Additional Services described herein will be performed in accordance with the terms and conditions of the Agreement. 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.

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

A/E:
Wiss, Janney, Elstner Associates, Inc.

By: _____
Signature

John Kintz
Printed Name

Associate III and Project Manager
Title

Date Signed: March 28, 2022

WILLIAMSON COUNTY:

By: _____
Signature

_____
Printed Name

_____
Title

Date Signed: _____

ATTACHMENT A

SCOPE OF ADDITIONAL SERVICES

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

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

SCOPE OF WORK:

Williamson County Expo Center
5350 Bill Pickett Trail
Taylor, Texas
P566

Task 1 – Column and CMU Wall Anchor Repair

A/E shall conduct additional analysis of the anchors and footing to verify adequacy of the existing foundation to support the new frame loads, which were designed to resist loads omitted in the original design, as detailed in A/E report dated May 3, 2021. Multiple iterations of analysis are also needed to accommodate differences between the preliminary and final loads from the metal building manufacturer. A/E shall provided a signed and sealed drawing set for construction. A/E shall also provide contractor pricing assistance, providing project information and responses to contractor and Williamson County questions.

Task 2 - CA Services (work not yet performed)

A/E shall provide CA services to facilitate the completion of the foundation anchor and CMU repairs in general accordance with the original design drawings and A/E's March 11, 2022 drawing set. These services shall include off-site CA, such as responses to Contractor Requests for Information (RFIs), submittal review, construction observations, and corresponding site visit reports. For budgetary purposes, it has been assumed that A/E will review a total of three RFIs, three submittals, and conduct a total of three half-day site visits over the duration of the project.

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

Phase VI - CONSTRUCTION ADMINISTRATION - Project Observation and Inspection:

Upon County acceptance of previous phase, A/E shall perform the following services:

A. Provide general administration and be County's representative during the construction of the project. Advise, consult, and issue County's instructions to Contractor in writing with copies furnished to all parties. Prepare change orders and supplementary drawings.

B. Process/ respond to Requests for Information, Change Proposals, Change Orders, Change Directives.

C. Review/ approve shop drawings, submittals, samples and mock-ups. Submit copies of each shop drawing and submittal of materials and equipment to County.

D. Conduct site visits with personnel technically qualified by education and experience to competently observe relevant aspects of construction. Make necessary observations to determine if workmanship and quality of materials generally conform to the plans and specifications, and that provisions of the contract are complied with.

E. Reject work performed by Contractor which does not meet the requirements of the Construction Documents; and, order removal and replacement of such work.

F. Accompany County on Substantial Completion Inspection with appropriate staff and affiliates. Prepare a punch list of items needing correction. After Contractor has performed the required corrections, notify County in writing that the contract has been performed in general conformance with the plans and specifications and is ready for Final Inspection.

G. Provide deliverables in accordance with County's Design Submittal Guidelines.

Phase VII – PROJECT CLOSE-OUT – Final Inspection and Document Review:

Upon County acceptance of previous phase, A/E shall perform the following services:

A. Accompany County on Final Inspection to determine if construction has been completed in general accordance with the Contract Documents.

B. Review warranties, guarantees, bonds, equipment operating instructions, and similar deliverables to verify receipt, and general conformance to requirements of the Contract.

C. Upon completion of construction and prior to the request for final payment, make changes in the original REVIT or model CAD files of the Project to show changes made and noted by Contractor of the work and final location of the mechanical

service lines and outlets including outside utilities. Develop project Record Construction Drawings and Specifications.

D. Provide deliverables in accordance with County's Design Submittal Guidelines.

ATTACHMENT B

FEE SCHEDULE / HOURLY RATES

This schedule indicates fees by Phase of the Additional Fee:		**$**	**11,600**	100%
100%	**WJE**	**$**	**11,600**	
Task 1 - COLUMN & WALL ANCHOR REPAIR		**$**	**5,400**	47%
	WJE	$	5,400	
Task 2/ Phase VI - CONSTRUCTION ADMINISTRATION		**$**	**6,200**	53%
	WJE	$	6,200	
Phase VII - PROJECT CLOSE-OUT		**$**	**-**	0%
	WJE	$	-	

Prime Consultant and Subconsultant individual hourly rate schedules attached below:

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

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

The rate adjustment will be determined by multiplying the Initial Base Rates by a fraction, the numerator of which is the index number for most recently released index before each annual anniversary date of the Agreement and the denominator of which is the index number for the first month of the Agreement (the index number for the month in which the Agreement was originally executed). If the products are greater than the

Initial Base Rates, County will pay the greater amounts as the rates during the successive year until the next rate adjustment. Rates for each successive year will never be less than the Initial Base Rates.

Table 1. Hourly Billing Rates

Professional Staff	
Senior Principal	$350.00
Principal	$290.00
Associate Principal	$235.00
Senior Associate	$205.00
Associate III	$185.00
Associate II	$160.00
Associate I	$130.00

Professional Support Staff	
Senior Specialist	$150.00
Specialist	$135.00
Senior Technician	$115.00
Technician II	$100.00
Technician I	$85.00

ATTACHMENT C

PRODUCTION SCHEDULE

A/E agrees to complete the professional design services called for in **Attachment** of this Supplemental Agreement within **One Hundred Eighty-One (181) calendar days** from the date of this Supplemental Agreement.

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

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

Supplemental Agreement Execution Date	**03/29/22**

Phase VI - CONSTRUCTION ADMINISTRATION⚜	
Contractor Notice to Proceed	03/29/22
Construction Substantial Completion	06/27/22

Phase VII - PROJECT CLOSE-OUT	
Record Documents deliverables	07/27/22

Supplemental Agreement Termination Date	**09/26/22**

Commissioners Court - Regular Session **20.**

Meeting Date: 04/05/2022

Expo Center Winter Storm Repairs (P566) - Amendment 1 to Agreement for Design and Engineering Services – WJE

Submitted For: Dale Butler **Submitted By:** Wendy Danzoy, Facilities Management

Department: Facilities Management

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Amendment No. 1 to Agreement for Design & Engineering Services with Wiss, Janney, Elstner Associates, Inc. for the Expo Center Winter Storm Repairs (P566), due to the need to clarify invoicing methods in the contractual language. Point of contact is Angel Gomez, Williamson County Project Manager with Facilities Management.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

WJE-A1

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	03/30/2022 11:19 AM
County Judge Exec Asst.	Becky Pruitt	03/30/2022 11:51 AM
Form Started By: Wendy Danzoy		Started On: 03/30/2022 11:10 AM
Final Approval Date: 03/30/2022		

AMENDMENT NO. 1
TO
AGREEMENT FOR DESIGN AND ENGINEERING SERVICES

This Amendment No. 1 to Agreement for Design and Engineering Services ("Amendment No. 1") is by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Wiss, Janney, Elstner Associates, Inc. (the "A/E").

RECITALS

WHEREAS, County and A/E previously executed Agreement for Design and Engineering Services being dated effective June 29, 2021 ("Agreement"), wherein A/E agreed to perform certain professional engineering services in connection with the **Williamson County Expo Center Winter Storm Repairs** ("Project");

WHEREAS, pursuant to **Article 20**, the terms of the Agreement may be modified by a written, fully executed Contract Amendment;

WHEREAS, the parties wish to amend the language relating to Additional Services and Charges under **Article 7** of the Agreement; 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 A/E agree that the Agreement is supplemented, amended and modified as follows:

I. Article 7 - Additional Services and Charges shall be amended and supplanted, in its entirety, by the following:

For the performance of services not specifically described as Basic Services under Article 4 above (sometimes referred to herein as "Additional Services"), County shall pay and A/E shall receive, under a negotiated, written Supplemental Agreement, Additional Services compensation based upon invoices of percentage completion.

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

It is expressly understood and agreed that A/E shall not furnish any Additional Services without the prior written authorization of County by a negotiated Supplemental Agreement. County shall have no obligation to pay for such Additional Services which have been rendered without prior written authorization of County as hereinabove required.

II. Article 8.1 - Time of Payment shall be amended and supplanted, in its entirety, by the following:

8.1 Time of Payment.

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

On or about the last day of each calendar month during the performance of the Basic Services to be provided under this Agreement, A/E shall submit to County working documents in any stage of completion to demonstrate incremental progress of Basic Services under an applicable Work Authorization, or Supplemental Work Authorizations related thereto, and the compensation which is due for percentage completion of Basic Services.

On or about the last day of each calendar month during the performance of Additional Services to be provided under Article 7, A/E shall submit to County working documents in any stage of completion to demonstrate incremental progress of the Additional Services under an applicable Supplemental Agreement related thereto, and the compensation which is due for percentage completion of the particular Additional Services.

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

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

III. 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.

IV. IN WITNESS WHEREOF, the County and the A/E have executed this Amendment No. 1, in duplicate, to be effective as of the date of the last party's execution below.

A/E:	**COUNTY:**
Wiss, Janney, Elstner Associates, Inc.	**Williamson County, Texas**
By: _____	By: _____
Printed Name: John Kintz	Printed Name: _____
Title: Associate III and Project Manager	Title: _____
Date: March 28, 20 22	Date: _____ ____, 20____

Commissioners Court - Regular Session **21.**

Meeting Date: 04/05/2022

Justice Center New District, County and Attorney General Courts (P515) - Amendment 1 to Agreement Reliance Architecture, LLC

Submitted For: Dale Butler **Submitted By:** Wendy Danzoy, Facilities Management

Department: Facilities Management

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Amendment No. 1 to Agreement for Design & Engineering Services with Reliance Architecture, LLC. for the Justice Center New District Court Chambers (P515), due to the need to expedite the project and to clarify invoicing methods in the contractual language. Budget will be increased by $10,970 and project schedule will be reduced by 268 days. Point of contact is Trenton Jacobs, County Architect.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

SA1-Reliance

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	03/30/2022 11:38 AM
Facilities Management (Originator)	Wendy Danzoy	03/30/2022 01:30 PM
Hal Hawes	Hal Hawes	03/30/2022 02:01 PM
Facilities Management (Originator)	Wendy Danzoy	03/30/2022 02:13 PM
Hal Hawes	Hal Hawes	03/30/2022 02:58 PM
County Judge Exec Asst.	Becky Pruitt	03/30/2022 04:12 PM
Form Started By: Wendy Danzoy		Started On: 03/30/2022 11:17 AM
Final Approval Date: 03/30/2022		

AMENDMENT NO. 1
TO
AGREEMENT FOR DESIGN & ENGINEERING SERVICES

PROJECT: **CJC New District, County, & AG Courts** ("Project")

ARCHITECT/
ENGINEER: **Reliance Architecture, LLC** ("A/E")
Antonio Naylor, AIS, ALEP, Principal Architect
12 Chisholm Trail, Suite 200
Round Rock, TX 78681

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

This Amendment No. **1** to **Agreement for Design and Engineering Services** ("Amendment No. 1") is by and between **Williamson County, Texas**, a political subdivision of the State of Texas ("County") and A/E.

R E C I T A L S

WHEREAS, County and A/E previously executed that certain **Agreement for Design and Engineering Services** ("Agreement") being dated effective **December 8, 2021**, wherein A/E agreed to perform certain professional design and engineering services in connection with the Project;

WHEREAS, pursuant to **Article 20**, the terms of the Agreement may be modified by a written, fully-executed Contract Amendment;

WHEREAS, the parties wish to amend the language relating to **the Basic Fee** under **Article 6** and **Additional Services and Charges** under **Article 7** of the Agreement and the time periods allowed for completion of the Basic Services set forth under Exhibit C – *Production Schedule***;** and,

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

NOW, THEREFORE, premises considered, County and A/E agree that the Agreement is supplemented, modified and amended as follows:

I. Due to the expediting of the schedule and time allowed to complete the Basic Services, the Basic Fee and Expenses of the Agreement must be increased. Therefore, Article 6 – Compensation and Expenses shall be amended and supplanted, in its entirety, by the following:

6.1 Basic Fee.

For and in consideration of the Basic Services rendered by A/E, County shall pay to A/E up to **Twenty-Five Thousand, Three Hundred Eighty Dollars ($ 25,380)** hereinafter called the "Basic Fee".

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

6.2 Expenses.

A/E shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Agreement in accordance with the Williamson County Vendor Reimbursement Policy set forth under Exhibit D. Invoices requesting reimbursement for costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice and **must strictly comply with the Williamson County Vendor Reimbursement Policy**. The copies of the provider's invoice must evidence the actual costs billed to A/E without markup. Reimbursable Expenses are in addition to compensation for Basic and Additional Services and must not exceed **Six Hundred Fifteen Dollars ($ 615)**.

II. Article 7 - Additional Services and Charges shall be amended and supplanted, in its entirety, by the following:

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

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

It is expressly understood and agreed that A/E shall not furnish any Additional Services without the prior written authorization of County by a negotiated Supplemental Agreement. County shall have no obligation to pay for such Additional Services which have been rendered without prior written authorization of County as hereinabove required.

III. <u>Article 8.1 - Time of Payment</u> shall be amended and supplanted, in its entirety, by the following:

8.1 Time of Payment.

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

On or about the last day of each calendar month during the performance of the Basic Services to be provided under this Agreement, A/E shall submit to County working documents in any stage of completion to demonstrate incremental progress of Basic Services and the compensation which is due for percentage completion of Basic Services.

On or about the last day of each calendar month during the performance of the Additional Services to be provided under **Article 7**, A/E shall submit to County working documents in any stage of completion to demonstrate incremental progress of Additional Services under an applicable Supplemental Agreement related thereto, and the compensation which is due for percentage completion of particular Additional Services.

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

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

IV. Amendment to Exhibit B – Fee Schedule

Due to factors beyond the control of County and A/E, the time allowed for completion of the Basic Services must be decreased so that completion of construction of the Project can be expedited to meet statutory deadlines. Therefore, the original Exhibit B – *Fee Schedule* must be amended. The Exhibit B – *Fee Schedule* attached hereto shall supplant and replace, in its entirety, the original Exhibit B – *Fee Schedule* that was made part of the Agreement.

V. Amendment to Exhibit C- Production Schedule

Due to factors beyond the control of County and A/E, the time allowed for completion of the Basic Services must be decreased so that completion of construction of the Project can be expedited to meet statutory deadlines. Therefore, the original Exhibit C – *Production Schedule* must be amended. The Exhibit C – *Production Schedule* attached hereto shall supplant and replace, in its entirety, the original Exhibit C – *Production Schedule* that was made part of the Agreement.

VI. 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.

VII. IN WITNESS WHEREOF, County and A/E have executed this Amendment No. 1, in duplicate, to be effective as of the date of the last party's execution below.

A/E:	**COUNTY**:
Reliance Architecture, LLC	Williamson County, Texas
By: _____ Signature	By: _____
Antonio Naylor	
Printed Name	Printed Name
President/ Principal Architect	
Title	Title
Date Signed: 3/29/2022	Date Signed: _____

EXHIBIT B

FEE SCHEDULE

This schedule indicates fees by Phase of the Basic Fee:		**$**	**25,380**	100%
100%	**Reliance Architecture**	**$**	**25,380**	
Phase I - SCHEMATIC DESIGN		**$**	**4,650**	18%
	Reliance Architecture	$	4,650	
Phase II - DESIGN DEVELOPMENT		**$**	**7,140**	28%
	Reliance Architecture	$	7,140	
Phase III - CONSTRUCTION DOCUMENTS		**$**	**8,300**	33%
	Reliance Architecture	$	8,300	
Phase IV - REGULATORY REVIEW AND PERMITS		**$**	**-**	0%
	Reliance Architecture	$	-	
Phase V - BIDDING, AWARD, AND EXECUTION		**$**	**990**	4%
	Reliance Architecture	$	990	
Phase VI - CONSTRUCTION ADMINISTRATION		**$**	**4,300**	17%
	Reliance Architecture	$	4,300	
Phase VII - PROJECT CLOSE-OUT		**$**	**-**	0%
	Reliance Architecture	$	-	

EXHIBIT C

PRODUCTION SCHEDULE

A/E agrees to complete the professional design services called for in **Exhibit A** of this Agreement within **Four Hundred Sixty-Two (462) calendar days** from the date of this Agreement.

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

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

Agreement Execution Date	**11/23/21**
Phase I - SCHEMATIC DESIGN	
Preliminary Scope and Budget analysis deliverables	12/07/21
30% Plans, Specifications and Estimate deliverables	01/06/22
County written authorization to proceed to next phase	01/18/22
Phase II - DESIGN DEVELOPMENT	
60% Plans, Specifications and Estimate deliverables	03/18/22
County written authorization to proceed to next phase	03/30/22
Phase III - CONSTRUCTION DOCUMENTS	
Complete Plans, Specifications and Estimate deliverables	05/18/22
County written authorization to proceed to next phase	05/23/22
Phase IV - REGULATORY REVIEW AND PERMITS	
Sealed Plans and Specifications and Estimate deliverables to County	05/30/22
Plans submittal to TDLR	05/30/22
Phase V - BIDDING, AWARD, AND EXECUTION	
County negotiates project with Coop Vendor	06/13/22
Contract Award	06/21/22

Phase VI - CONSTRUCTION ADMINISTRATION⚜

Contractor Notice to Proceed	06/22/22
Construction Substantial Completion	09/30/22

Phase VII - PROJECT CLOSE-OUT

Record Documents deliverables	10/31/22
Agreement Termination Date	**02/28/23**

Commissioners Court - Regular Session **22.**

Meeting Date: 04/05/2022

Approval of Assignment Consent for Freightliner of Austin for Road and Bridge Department

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a Contract Assignment between Austin Truck & Equipment LTD as assignor, and Doggett Freightliner of South Texas, LLC DBA Freightliner of Austin, as assignee, in relation to the previous Williamson County Contracts.

Background

Freightliner of Austin has been acquired by Doggett Freightliner, LLC effective as of Jan 1, 2022. The Consent to Contract Assignment will complete the transition process by transferring previous Services Contract executed Oct 01, 2021 to Freightliner of Austin.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Consent to Contract

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	03/31/2022 10:52 AM
County Judge Exec Asst.	Becky Pruitt	03/31/2022 10:57 AM
Form Started By: Andrew Portillo		Started On: 03/31/2022 10:06 AM
Final Approval Date: 03/31/2022		

CONSENT TO CONTRACT ASSIGNMENT

For good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged by the parties hereto, Austin Truck & Equipment LTD , 1701 Smith Rd, Austin, Texas 78721 (hereinafter "Assignor") hereby request consent from Williamson County, Texas (hereinafter "County") of the assignment and transfers of all of Assignor's interest, rights and obligations to Doggett Freightliner of South Texas, LLC DBA Freightliner of Austin PO Box 670688 Austin, TX 78721 (hereinafter "Assignee") in the contract(s) described as follows:

> Contract by and between County and Assignor, being awarded by County to Assignor on (*FY2022) via (BuyBoard Contract #601-19, TIPS Contract # 200-206), which is incorporated herein by reference for all purposes (hereinafter "Contract").

In consideration of the mutual promises and covenants contained herein, County, Assignor and Assignee hereby agree as follows:

1. Assignor agrees that all rights and obligations of Assignor arising under the Contract or otherwise by law or by the existence of conditions precedent, which may or may not have occurred as of the date of this Consent to Contract Assignment, are hereby included in the Assignment of the Contract to Assignee and Assignee hereby agrees to accept same as if Assignee was an original party to the aforesaid Contract.

2. Following the execution of this Consent to Contract Assignment, Assignee shall fully perform all services and/or provide all goods in accordance with terms and condition of the Contract as if Assignee was an original party to the Contract.

3. Assignor and Assignee have agreed the assignment of the Contract shall be binding upon and inure to the benefit of Assignor and Assignee and their respective affiliates, successors, assigns, heir and devisees and legal representatives.

4. UPON EXECUTION OF THIS CONSENT TO CONTRACT ASSIGNMENT AND IN CONSIDERATION OF COUNTY'S CONSENT TO THE ASSIGNMENT SUBJECT HEREOF, ASSIGNEE HEREBY AGREES THAT ASSIGNEE SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF COUNTY'S GROSS NEGLIGENCE) AND INDEMNIFY COUNTY FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF ASSIGNOR, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS ASSIGNOR MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED IN CONNECTION WITH ASSIGNOR'S PERFORMANCE OF SERVICES UNDER THE CONTRACT PRIOR TO EXECUTION OF THIS CONSENT TO CONTRACT ASSIGNMENT; AND FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM ASSIGNOR'S PERFORMANCE OF THE CONTRACT OR THE SERVICES PROVIDED UNDER THE CONTRACT PRIOR TO THE EXECUTION OF THIS CONSENT TO CONTRACT ASSIGNMENT, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF ASSIGNOR OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY ASSIGNOR OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE.

5. In consideration of the terms, conditions, agreements and covenants set forth herein, County agrees and does hereby consent to Assignor's assignment of the Contract to Assignee.

6. It is the intention of the parties hereto that in the event a court of competent jurisdiction finds that any provision or portion of this Consent to Contract Assignment is unenforceable for any reason, the balance and remainder of this Consent to Contract Assignment shall remain effective and enforceable to the extent possible under the circumstances then existing.

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

8. Each party to this Consent to Contract Assignment hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Consent to Contract Assignment shall lie exclusively in Williamson County, Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this Consent to Contract Assignment is governed by the laws of the United States, this Consent to Contract Assignment shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

9. This Consent to Contract Assignment represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written relating to the subject matter hereof. This Consent to Contract Assignment may be amended only by written instrument signed by each party.

AGREED, signed and made effective as of the date of the last party's execution below.

COUNTY:

Williamson County, Texas

By: _____
Bill Gravell, Jr., County Judge

Date: _____ _____, 20___

ASSIGNOR:

Austin Truck & Equipment LTD

By: _____

Printed Name: Carlton Hempel

Title: Vice President

Date: 3/31/22, 2022

ASSIGNEE:

Doggett Freightliner of South Texas, LLC DBA Freightliner of Austin

By: _____

Printed Name: Dustin Smith

Title: Controller

Date: March 30, 2022

Commissioners Court - Regular Session **23.**

Meeting Date: 04/05/2022

Approval of Contract #T3353 Renewal #1 for Cast in Place Concrete with RHB Construction for Road and Bridge Department

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing the extension of Contract #T3353 Cast in Place Concrete Contract, renewal option period #1, for the same pricing (not to exceed $600,000), terms and conditions as the existing contract with RHB Construction for the term of 4/19/22 - 4/18/23.

Background

This is the first renewal period for this contract. The Road and Bridge Department requests this renewal and submitted a Vendor Performance Report (VPR) stating the vendor met all county contract requirements. The FY22 budget funding source is Roadway Rehab 01.0200.0210.003599. The department point of contact is James Williams.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Original Bid Tab 4-26-21

T3353 Renewal #1 for Cast in Place Concrete with RHB Construction

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	03/31/2022 10:30 AM
County Judge Exec Asst.	Becky Pruitt	03/31/2022 10:32 AM
Form Started By: Kim Chappius		Started On: 03/30/2022 09:24 AM
Final Approval Date: 03/31/2022		

GENERAL ROADWAY CAST IN PLACE CONCRETE BID TABULATION							
			COMPANY:		RHB Construction		
BID ITEM	ITEM	NO.	DESCRIPTION	EST. QTY.	UNITS	UNIT PRICE	UNIT PRICE (LABOR ONLY)
1	104	6021	REMOVING CONC (CURB)	100	LF	15	N/A
2	104	6022	REMOVING CONC (CURB AND GUTTER)	50	LF	30	N/A
3	104	6036	REMOVING CONC (SIDEWALK OR RAMP)	50	SY	30	N/A
4	423	6005	RETAINING WALL (SPREAD FOOTING)	100	SF	40	25
5	432	6002	RIPRAP (CONC)(5 IN)	120	CY	630	410
6	465	2174	INLET (COMPL)(DROP)(TY I)	2	EA	500	50
7	465	2168	INLET (COMPL)(DROP)(TY II)	2	EA	500	50
8	466	2001	WINGWALL (SW-0)	100	SF	69	20
9	466	2002	WINGWALL (FW-0)	100	SF	69	20
10	466	2003	WINGWALL (FW-S)	50	SF	69	20
11	466	2004	WINGWALL (PW)	100	SF	69	20
12	466	6094	HEADWALL (CH-PW-0)(DIA= 15 IN)	2	EA	800	10
13	466	6095	HEADWALL (CH-PW-0)(DIA= 18 IN)	2	EA	6800	10
14	466	6097	HEADWALL (CH-PW-0)(DIA= 24 IN)	2	EA	7000	10
15	466	6099	HEADWALL (CH-PW-0)(DIA= 30 IN)	2	EA	7000	10
16	466	6101	HEADWALL (CH-PW-0)(DIA= 36 IN)	2	EA	7000	10
17	466	6102	HEADWALL (CH-PW-0)(DIA= 42 IN)	2	EA	7000	10
18	466	6103	HEADWALL (CH-PW-0)(DIA= 48 IN)	2	EA	7000	10
19	466	6104	HEADWALL (CH-PW-0)(DIA= 54 IN)	2	EA	4500	10
20	466	6105	HEADWALL (CH-PW-0)(DIA= 60 IN)	2	EA	4500	10
21	466	6002	HEADWALL (CH-FW-0)(DIA= 15 IN)	2	EA	800	10
22	466	6003	HEADWALL (CH-FW-0)(DIA= 18 IN)	2	EA	800	10
23	466	6005	HEADWALL (CH-FW-0)(DIA= 24 IN)	2	EA	5800	10
24	466	6007	HEADWALL (CH-FW-0)(DIA= 30 IN)	2	EA	6000	10
25	466	6009	HEADWALL (CH-FW-0)(DIA= 36 IN)	2	EA	6000	10
26	466	6010	HEADWALL (CH-FW-0)(DIA= 42 IN)	2	EA	6000	10
27	466	6011	HEADWALL (CH-FW-0)(DIA= 48 IN)	2	EA	6000	10
28	466	6012	HEADWALL (CH-FW-0)(DIA= 54 IN)	2	EA	3000	10
29	466	6013	HEADWALL (CH-FW-0)(DIA= 60 IN)	2	EA	3000	10
30	466	6032	HEADWALL (CH-FW-30)(DIA= 15 IN)	2	EA	700	10

31	466	6033	HEADWALL (CH-FW-30)(DIA= 18 IN)	2	EA	700	10
32	466	6035	HEADWALL (CH-FW-30)(DIA= 24 IN)	2	EA	900	10
33	466	6037	HEADWALL (CH-FW-30)(DIA= 30 IN)	2	EA	900	10
34	466	6039	HEADWALL (CH-FW-30)(DIA= 36 IN)	2	EA	1050	10
35	466	6040	HEADWALL (CH-FW-30)(DIA= 42 IN)	2	EA	1100	10
36	466	6041	HEADWALL (CH-FW-30)(DIA= 48 IN)	2	EA	1100	10
37	466	6042	HEADWALL (CH-FW-30)(DIA= 54 IN)	2	EA	1100	10
38	466	6043	HEADWALL (CH-FW-30)(DIA= 60 IN)	2	EA	1150	10
39	467	6329	SET (TY II)(15 IN)(CMP)(3:1)(C)	2	EA	400	10
40	467	6343	SET (TY II)(18 IN)(CMP)(3:1)(C)	2	EA	550	10
41	467	6375	SET (TY II)(24 IN)(CMP)(3:1)(C)	2	EA	1650	10
42	467	6406	SET (TY II)(30 IN)(CMP)(3:1)(C)	2	EA	1650	10
43	467	6439	SET (TY II)(36 IN)(CMP)(3:1)(C)	2	EA	1650	10
44	467	6456	SET (TY II)(42 IN)(CMP)(3:1)(C)	2	EA	1650	10
45	467	6467	SET (TY II)(48 IN)(CMP)(3:1)(C)	2	EA	500	10
46	467	6481	SET (TY II)(54 IN)(CMP)(3:1)(C)	2	EA	500	10
47	467	6491	SET (TY II)(60 IN)(CMP)(3:1)(C)	2	EA	500	10
48	467	6330	SET (TY II)(15 IN)(CMP)(4:1)(C)	2	EA	500	15
49	467	6345	SET (TY II)(18 IN)(CMP)(4:1)(C)	2	EA	2000	75
50	467	6377	SET (TY II)(24 IN)(CMP)(4:1)(C)	2	EA	2100	75
51	467	6408	SET (TY II)(30 IN)(CMP)(4:1)(C)	2	EA	2200	75
52	467	6441	SET (TY II)(36 IN)(CMP)(4:1)(C)	2	EA	2200	75
53	467	6457	SET (TY II)(42 IN)(CMP)(4:1)(C)	2	EA	2000	55
54	467	6468	SET (TY II)(48 IN)(CMP)(4:1)(C)	2	EA	2000	15
55	467	6482	SET (TY II)(54 IN)(CMP)(4:1)(C)	2	EA	500	15
56	467	6492	SET (TY II)(60 IN)(CMP)(4:1)(C)	2	EA	500	15
57	467	6331	SET (TY II)(15 IN)(CMP)(4:1)(P)	2	EA	2450	75
58	467	6346	SET (TY II)(18 IN)(CMP)(4:1)(P)	2	EA	2500	75
59	467	6378	SET (TY II)(24 IN)(CMP)(4:1)(P)	2	EA	2500	75
60	467	2397	SET (TY II)(30 IN)(CMP)(4:1)(P)	2	EA	2500	75
61	467	6442	SET (TY II)(36 IN)(CMP)(4:1)(P)	2	EA	2050	75
62	467	6458	SET (TY II)(42 IN)(CMP)(4:1)(P)	2	EA	2050	55
63	467	6469	SET (TY II)(48 IN)(CMP)(4:1)(P)	2	EA	2050	55
64	467	6333	SET (TY II)(15 IN)(CMP)(6:1)(P)	2	EA	500	15
65	467	6348	SET (TY II)(18 IN)(CMP)(6:1)(P)	2	EA	1150	15
66	467	6380	SET (TY II)(24 IN)(CMP)(6:1)(P)	2	EA	1150	15
67	467	6410	SET (TY II)(30 IN)(CMP)(6:1)(P)	2	EA	1150	15

68	467	6444	SET (TY II)(36 IN)(CMP)(6:1)(P)	2	EA	650	15
69	467	6460	SET (TY II)(42 IN)(CMP)(6:1)(P)	2	EA	650	15
70	467	6471	SET (TY II)(48 IN)(CMP)(6:1)(P)	2	EA	650	15
71	496	6002	REMOV STR (INLET)	2	EA	250	N/A
72	496	6042	REMOV STR (SMALL)	2	EA	250	N/A
73	496	6041	REMOV STR (LARGE)	1	EA	300	N/A
74	500	6001	MOBILIZATION	1	LS	1000	N/A
75	529	6001	CONC CURB (TY I)	150	LF	12	10
76	529	6002	CONC CURB (TY II)	150	LF	12	10
77	529	6007	CONC CURB & GUTTER (TY I)	100	LF	20	15
78	529	6008	CONC CURB & GUTTER (TY II)	100	LF	25	20
79	531	6002	CONC SIDEWALKS (5")	100	SY	35	18

WILLIAMSON COUNTY

Purchasing Department

Summary Agreement for Renewal of Williamson County Contract

Contract Number:	T3353	**Department:**	ROAD AND BRIDGE
Vendor Name:	RHB CONSTRUCTION		
Purpose/Intended Use of Product or Service (summary):			
RENEWAL #1 OF CAST IN PLACE CONCRETE			
Type of Contract:	IFB	**Start Date:**	4/19/2022
Purchasing Contact:	KIM CHAPPIUS	**End Date:**	4/18/2023
Department Contact:	KELLY MURPHY		

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

Renewal Option Period 2	
Renewal Option Period 1	APRIL 19, 2022 – APRIL 18, 2023
Initial Contract Period	APRIL 19, 2021 – APRIL 18, 2022

BY SIGNING BELOW, THE PARTIES AGREE TO THE TERMS OF EXTENSION SET FORTH AS STATED ABOVE

Vendor RHB Construction

Name Tracey Hummel

Title President

Signature _____

Date 03-29-22

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

Bill Gravell, Jr

Williamson County Judge

Signature _____

Date _____

Commissioners Court - Regular Session **24.**

Meeting Date: 04/05/2022

License agreement with Stonewall Ranch Master Community Inc – 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 approving a license agreement with Stonewall Ranch Master Community, Inc. – Precinct 2.

Background

This license agreement is to allow Stonewall Ranch Master Community, Inc. to install and maintain landscaping and irrigation within the rights-of-way of the Stonewall Ranch North Section 9 subdivision. This license agreement has been reviewed by Legal.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

license agreement - Stonewall Ranch North Sec 9

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	03/31/2022 11:45 AM
Form Started By: Adam Boatright		Started On: 03/31/2022 10:55 AM
Final Approval Date: 03/31/2022		

WILLIAMSON COUNTY
LICENSE AGREEMENT

WILLIAMSON COUNTY, a political subdivision of the State of Texas ("County"), and Stonewall Ranch Master Community, Inc., non-profit corporation ("Licensee"), enter into this License Agreement ("Agreement") upon the terms and conditions set forth below.

I. PURPOSE OF LICENSE AGREEMENT

Licensee has requested permission from County to install and maintain additions, including, but not limited to landscaping, lighting, fencing, signage and irrigation (collectively referred to herein as the "Licensee's Improvements") in portions of the County's right-of-way. The County grants to Licensee permission to install and maintain Licensee's Improvements in the areas of County's right-of-way shown and depicted in the attached **Exhibit "A"** (the "Licensed Property").

The County makes this grant solely to the extent of its right, title and interest in the Licensed Property, without any express or implied warranties.

Licensee agrees that all construction and maintenance permitted by this Agreement shall be done in compliance with the terms and conditions of this Agreement and all applicable County, State and/or Federal police, traffic, building, health and safety ordinances, laws and regulations existing at the time said construction and maintenance is performed.

II. ANNUAL FEE

The County, its governing body, and its respective successors and assigns agree that no annual fee shall be assessed for the license and permission herein granted to Licensee. Licensee agrees that the County's permission and grant of a license hereunder and Licensee's ability to construct Licensee's Improvements on the Licensed Property serve as consideration to support this Agreement.

III. COUNTY'S RIGHTS TO LICENSED PROPERTY

This Agreement is expressly subject and subordinate to the present and future rights of the County, its successors, assigns, lessees, grantees and licensees, to construct, install, establish, maintain, use, operate and renew any public utilities facilities, franchised public utilities, roadways or streets on, beneath or above the surface of the Licensed Property described in Article I above.

Nothing in this Agreement shall be construed to limit, in any way, the power of the County to widen, alter or improve the Licensed Property subject to this Agreement pursuant to official action by the governing body of the County or its successors. The County does, however, agree to give Licensee at least thirty (30) days written notice of such action and shall cooperate with Licensee to effect the relocation and/or removal of Licensee's Improvements, at Licensee's sole cost, in the event of such widening, altering or improvement of the Licensed Property, further, to cooperate with Licensee wherever possible, to effect such widening, altering or improving of the Licensed Property so that Licensee's Improvements and operations on the Licensed Property will not be materially affected thereby.

Licensee hereby agrees and acknowledges that Licensee, at its expense, shall be responsible for removal of Licensee's Improvements from the Licensed Property within forty-eight (48) hours of County's directive to remove specified Licensee's Improvements whenever such removal is deemed by County necessary for: (a) exercising the County's rights or duties with respect to the Licensed Property; (b) protecting persons or property; or (c) protecting the public health or safety with respect to the Licensed Property. In the event Licensee fails to remove the Licensee's Improvements to the County's satisfaction following County's directive to do so, then and in that event the County may cause the Improvements to be removed at the expense of Licensee.

Notwithstanding any provision in this Agreement to the contrary, the County retains the

right to enter upon the Licensed Property, at any time without notice to Licensee, assuming no obligation to Licensee, and remove, repair or replace, without liability to County and at Licensee's expense, any of the Licensee's Improvements thereof whenever such removal is deemed by County necessary for: (a) exercising the County's rights or duties with respect to the Licensed Property; (b) protecting persons or property; or (c) protecting the public health or safety with respect to the Licensed Property.

IV. INSURANCE

Licensee shall, at its sole expense, provide a commercial general liability insurance policy, written by a company acceptable to the County and licensed to do business in Texas, with a combined single limit of not less than Five Hundred Thousand and No/100 Dollars ($500,000.00), which coverage may be provided in the form of a rider and/or endorsement to a previously existing insurance policy. Such insurance coverage shall specifically name the County as an additional insured. This insurance coverage shall cover all perils arising from the activities of Licensee, its officers, directors, employees, agents or contractors, relative to this Agreement. Licensee shall be responsible for any deductibles stated in the policy. A true copy of each instrument effecting such coverage shall be delivered to the County on or before the Effective Date.

So long as Licensee is using the Licensed Property, Licensee shall not cause such insurance to be canceled nor permit such insurance to lapse. All insurance certificates shall include a clause to the effect that the policy shall not be canceled, reduced, restricted or otherwise limited until thirty (30) days after the County has received written notice as evidenced by a return receipt of registered or certified mail.

V. INDEMNIFICATION

INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE LICENSEE SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF COUNTY'S CHOOSING), AND HOLD HARMLESS COUNTY, AND 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 COUNTY'S GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF THE LICENSEE, 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 PROJECT SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. LICENSEE 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, LICENSEE SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF COUNTY'S CHOOSING), AND HOLD HARMLESS 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 LICENSEE 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.

VI. CONDITIONS

A. Licensee's Responsibilities. Licensee will be responsible for any damage to and/or for the relocation of existing facilities on the Licensed Property. Further, Licensee shall reimburse the County for all costs of replacing or repairing any property of the County or of others which are damaged or destroyed as a result of activities authorized under this Agreement by, or on behalf of, Licensee.

B. Maintenance. Licensee shall maintain the Licensed Property and the Licensee's Improvements by keeping the area free of debris and litter. Removal of dead or dying plants shall also be handled by Licensee at its expense, as required by the County. Such removal of dead or dying plants shall be completed within fifteen (15) days following receipt of a written request by the County to do so. If Licensee abandons or fails to maintain the Licensed Property, and the County receives no substantive response within fifteen (15) days following written notification to Licensee, then the County may remove and/or replace all of Licensee's Improvements.

C. Removal or Modification. Licensee agrees that removal or modification of any

improvements now existing or to be later replaced on the Licensed Property shall be at Licensee's sole expense. Said removal or modification shall be at Licensee's sole discretion, except where otherwise provided by this Agreement.

D. Default. In the event that Licensee fails to maintain the Licensed Property or otherwise comply with the terms or conditions as set forth herein, then the County shall give Licensee written notice thereof to the Licensee at the address set forth below. Licensee shall have fifteen (15) days from the date of receipt of such notice to take action to remedy the failure complained of and, if Licensee does not remedy the same to County's complete satisfaction within the fifteen (15) period, the County may, in addition to other remedies available herein or by law to County, (1) perform the work, (2) contract for the completion of the work, or (3) terminate this Agreement. Licensee agrees to pay, within fifteen (15) days of written demand by the County, all costs and expenses incurred by the County in completing the work or contracting for the work to be completed.

VII. COMMENCEMENT: TERMINATION BY ABANDONMENT

This Agreement shall begin on the Effective Date set forth above the signature of the parties herein below, and continue thereafter for so long as the Licensed Property shall be used for the purposes set forth herein or until this Agreement is terminated according to the terms hereof. If Licensee abandons the use of all or any part of the Licensed Property for such purposes set forth in this Agreement, then this Agreement, as to such portion or portions abandoned, shall expire and terminate following fifteen (15) days written notice to the Licensee. If such abandonment has not been remedied by Licensee within such period, the County shall thereafter have the same complete title to the Licensed Property so abandoned as though this Agreement had never been made and shall have the right to enter on the Licensed Property and terminate the rights of Licensee, its successors and assigns hereunder. All installations of Licensee's Improvements that are not removed prior to County's termination of the license subject of this Agreement shall be deemed property of the County as of the effective date of County's termination.

VIII. TERMINATION

A. Termination by Licensee. This Agreement, or portion of the Licensed Property, may be terminated by Licensee by delivering written notice of termination to the County not later than thirty (30) days before the effective date of termination. If Licensee so terminates, then Licensee shall, within the 30-day notice period, remove from the Licensed Property, or such other portion thereof that is being terminated, installations of Licensee's Improvements. Any of Licensee's Improvements that are not removed within said period shall become the property of the County. Licensee hereby agrees and acknowledges that Licensee shall be liable to County for any damages caused to the Licensed Property by the removal of Licensee's Improvements.

B. Termination by County. This Agreement may be revoked and terminated at any time by resolution of the Williamson County Commissioners Court if such revocation and termination is reasonably required by the public interest (as hereinafter set forth), after providing fifteen (15) days written notice to the Licensee.

Subject to prior written notification to Licensee or its successors-in-interest, this Agreement is revocable by the County and deemed to be required by the public interest if:

1. the Licensee's Improvements, or a portion of them, interfere with the County's right-of-way;
2. use of the Licensed Property becomes necessary for a public purpose;
3. the Licensee's Improvements, or a portion of them, constitute a danger to the public which the County deems, in its sole discretion, not to be remediable by alteration or maintenance of such improvements;
4. despite fifteen (15) days written notice to Licensee, maintenance or alteration necessary to alleviate a danger to the public has not been made; or
5. Licensee fails to comply with the terms and conditions of this Agreement including, but not limited to, any insurance requirements specified herein.

IX. MISCELLANEOUS PROVISIONS

A. Venue and Governing Law. Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in Williamson County, Texas. Furthermore, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

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

C. Covenant Running With Land: Waiver of Default. This Agreement and all of the covenants herein shall run with the land; therefore, the conditions set forth herein shall inure to and bind each party's successors and assigns. Either party may waive any default of the other at any time, without affecting or impairing any right arising from any subsequent or other default.

D. Assignment. Licensee shall not assign, sublet or transfer its interest in this Agreement without the written consent of the County, which consent shall not be unreasonably withheld. In the event County agrees to Licensee's assignment of its interest in this Agreement and subject to the assignee's compliance with the insurance requirements set forth herein, if any, Licensee shall furnish to the County a copy of any such assignment or transfer of any of Licensee's rights in this Agreement, including the name, date, address and contact person.

E. Notices. Excepts as specifically otherwise set forth herein, all notices, demands and requests for delivery of documents or information hereunder shall be in writing and shall be sent to the receiving party at the address identified below and be deemed to have been properly delivered and received (1) as of the time of delivery if personally delivered; (2) as of the time

deposited in the mail system if sent by United States certified mail, return receipt requested, and postage prepaid; (3) as of the time of delivery to Federal Express (or comparable express delivery system) if sent by such method with all costs prepaid; or (4) as of the third (3rd) day following the date in which notice is sent by electronic mail (e-mail). All notices, demands and requests hereunder shall be addressed:

To Licensee At:

Stonewall Ranch Master Community, Inc.
11950 Jollyville Rd
Austin Texas 78759
E-mail: celeste.schulz@goodwintx.com

with copies to: Taylor Morrison Homes
810 Hesters Crossing Ste 235
Round Rock , Texas 78681
E-mail: dduran@taylormorrison.com

To County At:

Williamson County Engineer
3151 S. E. Inner Loop, Suite B
Georgetown, Texas 78626
E-mail: tevertson@wilco.org

with copy to: Williamson County Judge
710 Main Street, Ste. 101
Georgetown, Texas 78626

or to such other addresses which either party may so designate by sending notice as aforesaid.

F. Day. Unless otherwise set forth herein, all references herein to a "day" shall mean a calendar day and not a business day.

G. No Third-Party Beneficiaries. This Agreement is for the sole and exclusive benefit of the parties hereto, and nothing in this Agreement, express or implied, is intended to

confer or shall be construed as conferring upon any other person any rights, remedies or any other type or types of benefits.

H. Compliance with Laws. Each party to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement

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

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

K. No Waiver of Immunities. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

L. 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 COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE COUNTY COMMISSIONERS COURT.

TERMS AND CONDITIONS ACCEPTED, to be effective as of the date of the last party's execution below (the "Effective Date").

WILLIAMSON COUNTY,
a political subdivision of the State of Texas

By:_____

Printed Name: _____

Representative Capacity: As Presiding Officer of the
Williamson County Commissioners Court

Date:_____ _____, 20___

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this the _____ day of _____, 20__ by _____, as Presiding officer of the Williamson County Commissioners Court, on behalf of Williamson County, Texas.

_____
NOTARY PUBLIC, State of Texas

LICENSEE:

Stonewall Ranch Master Community, Inc.,
a non-profit Corporation

By: _____

Printed Name: Walter C. Duke

Title: President

Date: March 29th, 2022

ATTEST:

By: _____
Secretary

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this the 28th day of March, 2022, by Walter Duke, President of Stonewall Ranch Master Community a non-profit Corporation.

_____
NOTARY PUBLIC, State of Texas

SUSAN LEIGH BUTLER
Notary Public, State of Texas
Comm. Expires 08-17-2023
Notary ID 124641441

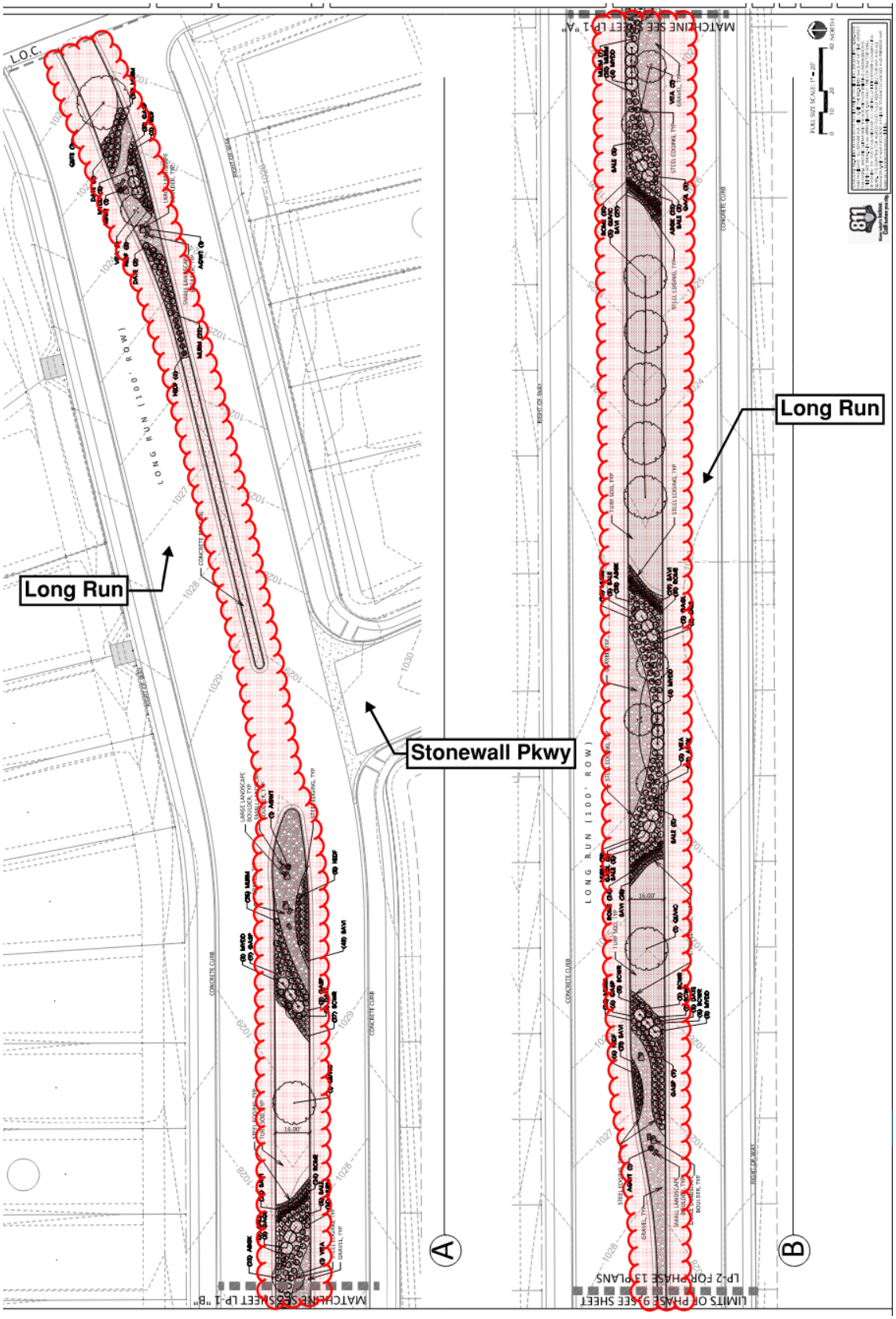
071719

EXHIBIT "A"

LICENSED PROPERTY

The portions of public rights-of-way behind the back of curb and inside the raised median areas of said rights-of-way within and adjacent to the portion of Long Run located within the Stonewall Ranch North Section 9 subdivision and depicted in **Exhibit "A-1"**. For reference, the Stonewall Ranch North Section 9 subdivision is generally depicted in **Exhibit "A-2"**.

EXHIBIT "A-1"
LICENSED PROPERTY



Doc #2021005711

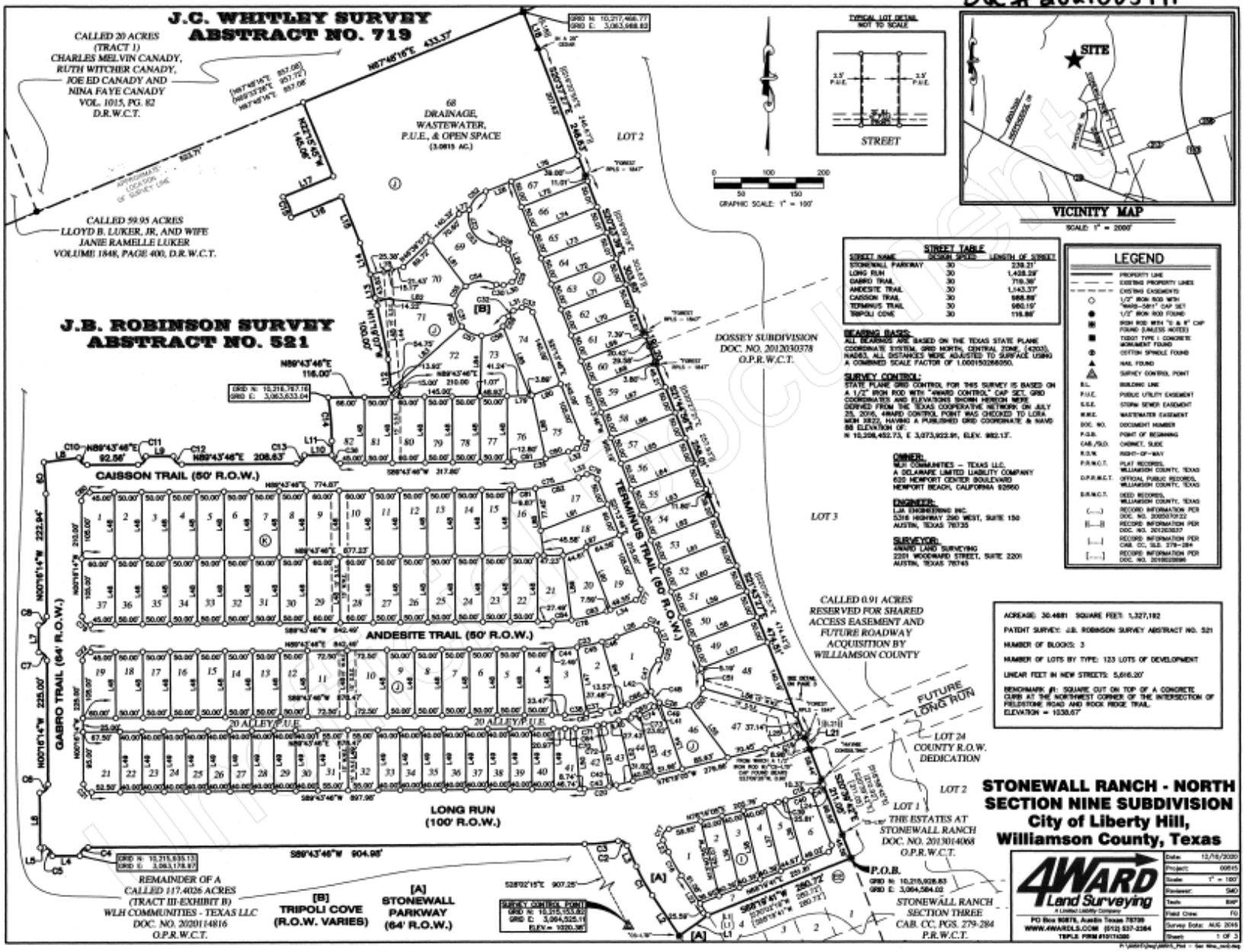


EXHIBIT "A-2"
STONEWALL RANCH NORTH SECTION 9

Commissioners Court - Regular Session **25.**

Meeting Date: 04/05/2022

Preliminary plat for the County Estates subdivision – Pct 3

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

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

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approval of the preliminary plat for the County Estates subdivision – Precinct 3.

Background

This proposed subdivision consists of 18 single family lots and 694 feet of new public roads.

Timeline

2021-12-01 – initial submittal of the preliminary plat
2021-12-30 – 1st review complete with comments
2022-02-23 – 2nd submittal of preliminary plat
2022-03-10 – 2nd review complete with comments
2022-03-23 – 3rd submittal of preliminary plat
2022-03-30 – 3rd review complete with minor comments
2022-03-31 – 4th submittal of preliminary plat
2022-03-31 – 4th review complete with comments clear
2022-03-31 – preliminary plat placed on the April 5, 2022 Commissioners Court agenda for consideration

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

preliminary plat - County Estates

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	03/31/2022 11:45 AM
Form Started By: Adam Boatright		Started On: 03/31/2022 10:59 AM
Final Approval Date: 03/31/2022		

PRELIMINARY PLAT
COUNTY ESTATES

A SUBDIVISION OF WILLIAMSON COUNTY, TEXAS.

BEING A 23.626 ACRE TRACT OF LAND LOCATED IN THE LEMUEL S WALTERS SURVEY, ABSTRACT NO. 653, WILLIAMSON COUNTY, TEXAS, SAID 23.626 ACRE TRACT, BEING ALL OF THAT CALLED 10.2282 ACRE TRACT OF LAND RECORDED IN DOCUMENT NO. 2021004224, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, ALL OF THAT CALLED 10.0000 ACRE TRACT OF LAND, AND ALL OF THAT CALLED 3.4605 ACRE TRACT OF LAND RECORDED IN DOCUMENT NO. 2021004142, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS.

THIS TRACT IS LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE ZONE.

NOTES:

1) FIELD WORK PERFORMED ON: MAY 12, 2021
2) BASIS OF BEARING: TEXAS STATE PLANE, CENTRAL ZONE, NAD83
3) THIS SURVEY IS BASED ON A TITLE COMMITMENT ISSUED BY TITLE RESOURCES GUARANTY COMPANY, G.F. NUMBER 2069644-GTN, AND IS SUBJECT TO ALL TERMS, CONDITIONS, LEASES AND ENCUMBRANCES STIPULATED THEREIN. THERE MAY BE OTHER EASEMENTS, RESTRICTIONS, OR ENCUMBRANCES NOT SHOWN.THE SURVEYOR DID NOT COMPLETE AN ABSTRACT OF TITLE.
4) THIS PROPERTY MAY BE SUBJECT TO THE FOLLOWING:
   - WATER LINE EASEMENT TO CHISHOLM TRAIL WSC - RECORDED IN VOLUME 790, PAGE 581, DEED RECORDS, AMENDED IN DOCUMENT NO. 2013008079, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, SAID EASEMENT BEING TRANSFERRED TO CHISHOLM TRAIL SPECIAL UTILITY DISTRICT IN VOLUME 2168, PAGE 44, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (20' WATER LINE EASEMENT PARALLEL TO WEST LINE OF 10.2282 ACRE TRACT, EAST RIGHT-OF-WAY LINE OF COUNTY ROAD 234)

FEMA FLOOD PLAIN - ACCORDING TO THE NATIONAL FLOOD INSURANCE PROGRAM FLOOD INSURANCE RATE MAP FOR WILLIAMSON COUNTY, TEXAS, MAP NUMBER 48491C0125F, EFFECTIVE DATE DECEMBER 20, 2019, A PORTION OF THIS PROPERTY LIES IN ZONE "A", WHICH IS DEFINED AS AREAS DETERMINED TO BE WITHIN THE 100 YEAR FLOOD PLAIN. THE NATIONAL FLOOD INSURANCE PROGRAM FLOOD INSURANCE RATE MAP IS FOR USE IN ADMINISTERING THE NATIONAL FLOOD INSURANCE PROGRAM; IT DOES NOT NECESSARILY IDENTIFY ALL AREAS SUBJECT TO FLOODING, PARTICULARLY FROM LOCAL DRAINAGE SOURCES OF SMALL SIZE, OR ALL PLANIMETRIC FEATURES OUTSIDE SPECIAL FLOOD HAZARD AREAS. THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY AND/OR STRUCTURES LOCATED THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. THE FLOOD HAZARD AREA IS SUBJECT TO CHANGE AS DETAILED STUDIES OCCUR AND/OR WATERSHED OR CHANNEL CONDITIONS CHANGE. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.

PLAT NOTES:

1. ACREAGE OF SUBDIVISION = 23.626 ACRES.
2. LOTS IN THIS SUBDIVISION ARE ENCROACHED BY ANY SPECIAL FLOOD HAZARD AREAS INUNDATED BY 100 YEAR FLOOD AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY BOUNDARY MAP, (FLOOD INSURANCE RATE MAP), COMMUNITY PANEL NO. 48491C0125F, DECEMBER 20, 2019 FOR WILLIAMSON COUNTY, TEXAS. 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 FLOOD PLAIN BOUNDARIES IN THIS AREA.
3. ELECTRIC SERVICE PROVIDED BY PEDERNALES ELECTRIC COOPERATIVE.
4. RURAL MAILBOXES SHALL BE SET THREE FEET FROM THE EDGE OF THE PAVEMENT OR BEHIND CURBS, WHEN USED. ALL MAILBOXES WITHIN COUNTY ARTERIAL RIGHT-OF-WAY SHALL MEET THE CURRENT TXDOT STANDARDS. ANY MAILBOX THAT DOES NOT MEET THIS REQUIREMENT MAY BE REMOVED BY WILLIAMSON COUNTY.
5. ALL PUBLIC UTILITY EASEMENTS ARE FOR UTILITY IMPROVEMENTS, INCLUDING BUT NOT LIMITED TO ELECTRIC, TELEPHONE AND/OR CATV LINES AND APPURTENANCES.
6. GRANTOR HEREBY AGREES TO DEDICATE TO THE PUBLIC A UTILITY EASEMENT AND/OR UTILITY RIGHT-OF-WAY ON THIS PLAT FOR UTILITY PURPOSES.
7. UNLESS OTHERWISE NOTED, ALL CORNERS, ANGLES AND POINTS OF CURVATURE ARE MARKED WITH A SET 1/2" IRON ROD WITH A BLUE PLASTIC CAP.
8. BASIS OF BEARING: WAS ESTABLISHED USING THE TRIMBLE VRS NETWORK, NAD83 TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, 4203, US SURVEY FOOT, GRID.
9. THE LANDOWNER ASSUMES ALL RISKS ASSOCIATED WITH IMPROVEMENTS LOCATED IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS, BY PLACING ANYTHING IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS, THE LANDOWNER INDEMNIFIES AND HOLDS THE COUNTY, ITS OFFICERS, AND EMPLOYEES HARMLESS FROM ANY LIABILITY OWING TO PROPERTY DEFECTS OR NEGLIGENCE NOT ATTRIBUTABLE TO THEM AND ACKNOWLEDGES THAT THE IMPROVEMENTS MAY BE REMOVED BY THE COUNTY AND THAT THE OWNER OF THE IMPROVEMENT SHALL BE RESPONSIBLE FOR THE RELOCATION AND/OR REPLACEMENT OF THE IMPROVEMENT.
10. IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL, AND LOCAL LAWS AND REGULATIONS RELATING TO THE PLATTING AND DEVELOPMENT OF THE PROPERTY. THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOOD PLAIN DATA, IN PARTICULAR, MAY CHANGE DEPENDING ON SUBSEQUENT DEVELOPMENT. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE STREETS IN THE SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.
11. ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THE PLAT ARE FREE OF LIENS. REQUIRED RELEASE OF LIENS SHALL BE PROVIDED TO THE COMMISSIONERS' COURT.
12. NO LOT DEVELOPMENT IS PROPOSED WITH THIS PLAT.
13. ONE-WAY "CIRCULAR" DRIVEWAYS SHALL BE PROHIBITED.
14. 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.
15. IMPROVEMENTS WITHIN THE COUNTY ROAD RIGHT-OF-WAY INCLUDING BUT NOT LIMITED TO, LANDSCAPING, IRRIGATION LIGHTING, CUSTOM SIGNS, IS PROHIBITED WITHOUT FIRST OBTAINING AN EXECUTED LICENCE AGREEMENT WITH WILLIAMSON COUNTY.
16. RIGHT-OF-WAY EASEMENTS FOR WIDENING ROADWAYS OR IMPROVING DRAINAGE SHALL BE MAINTAINED BY THE LANDOWNER UNTIL ROAD OR DRAINAGE IMPROVEMENTS ARE ACTUALLY CONSTRUCTED ON THE PROPERTY. THE COUNTY HAS THE RIGHT AT ANY TIME TO TAKE POSSESSION OF ANY ROAD WIDENING EASEMENT FOR THE CONSTRUCTION, IMPROVEMENT ON MAINTENANCE OF THE ADJACENT ROAD. THE LANDOWNER ASSUMES ALL RISKS ASSOCIATED WITH IMPROVEMENTS LOCATED IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS. BY PLACING ANYTHING IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS, THE LANDOWNER INDEMNIFIES AND HOLDS THE COUNTY, ITS OFFICERS, AND EMPLOYEES HARMLESS FROM ANY LIABILITY OWNING TO THE PROPERTY DEFECTS OR NEGLIGENCE NOT ATTRIBUTABLE TO THEM AND ACKNOWLEDGES THAT THE IMPROVEMENTS MAY BE REMOVED BY THE COUNTY AND THAT THE OWNER OF THE IMPROVEMENT SHALL BE RESPONSIBLE FOR THE RELOCATION AND/OR REPLACEMENT OF THE IMPROVEMENT.
17. 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.
18. EXCEPT IN AREAS REQUIRED TO MEET LEGAL ACCESSIBILITY REQUIREMENTS, THE MINIMUM FINISHED FLOOR ELEVATION SHALL BE ONE FOOT HIGHER THAN THE HIGHEST SPOT ELEVATION THAT IS LOCATED WITHIN FIVE FEET OUTSIDE THE PERIMETER OF THE BUILDING, OR AT LEAST ONE FOOT ABOVE THE BFE, WHICHEVER IS HIGHER.
19. ALL SIDEWALKS SHALL BE MAINTAINED BY EACH OF THE ADJACENT PROPERTY OWNERS.
20. UTILITY PROVIDERS FOR THIS DEVELOPMENT ARE WATER: CITY OF GEORGETOWN, WASTEWATER: OSSF
21. LOTS 1, 2 & 3 SHALL ONLY USE A SINGLE SHARED DRIVEWAY, LOTS 4, 5, & 6 SHALL ONLY USE A SINGLE SHARED DRIVEWAY, AND LOTS 7 & 8 SHALL ONLY USE A SINGLE SHARED DRIVEWAY. NO MORE THAN THREE RESIDENCES TOTAL SHALL BE SERVED BY THE SINGLE SHARED DRIVEWAY.

VICINITY MAP
1" = 3000'

OWNER/DEVELOPER:
JAMES TRAVIS KRAUSE
1950 COUNTY ROAD 146
GEORGETOWN, TEXAS 78633

ANNA CARY SWANSON
1950 COUNTY ROAD 146
GEORGETOWN, TEXAS 78633

ENGINEER:
CLARK ASSOCIATES
215 N. MAIN ST
TEMPLE, TEXAS 76501
PHONE: 254-899-0899

SURVEYOR:
QUICK INC. LAND SURVEYING
1430 N. ROBERTSON RD
SALADO, TEXAS 76571
PHONE: 512-915-4950

FIELD NOTES FOR A 23.626 ACRE TRACT OF LAND:

BEING A 23.626 ACRE TRACT OF LAND, LOCATED IN THE LEMUEL S WALTERS SURVEY, ABSTRACT NO. 653, WILLIAMSON COUNTY, TEXAS; SAID 23.626 ACRE TRACT, BEING ALL OF THAT CALLED 10.2282 ACRE TRACT OF LAND RECORDED IN DOCUMENT NO. 2021004224, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, ALL OF THAT CALLED 10.0000 ACRE TRACT OF LAND, AND ALL OF THAT CALLED 3.4605 ACRE TRACT OF LAND RECORDED IN DOCUMENT NO. 2021004142, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS; SAID 23.626 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD LOCATED IN THE EAST RIGHT-OF-WAY LINE OF COUNTY ROAD 234, BEING THE NORTHWEST CORNER OF SAID 10.2282 ACRE PARENT TRACT, AN EXTERIOR CORNER OF THAT CALLED LOT 12, OF LIVE OAK PARK, SECTION II, ACCORDING TO THE PLAT OF RECORD IN CABINET I, SLIDES 76-78, PLAT RECORDS, WILLIAMSON COUNTY, TEXAS, SAID POINT BEING THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND;

THENCE, DEPARTING THE EAST RIGHT-OF-WAY LINE OF COUNTY ROAD 234, WITH THE COMMON BOUNDARY LINES OF SAID 10.2282 ACRE PARENT TRACT AND SAID LIVE OAK PARK SECTION II, THE FOLLOWING TWO (2) COURSES AND DISTANCES:

1. **N 69° 18' 47" E,** A DISTANCE OF **495.14',** TO A 5/8" IRON ROD LOCATED FOR AN EXTERIOR CORNER OF THE HEREIN DESCRIBED TRACT OF LAND;
2. **S 21° 12' 37" E**, A DISTANCE OF **273.53',** TO A 1/2" IRON ROD WITH A BLUE "QUICK INC RPLS 6447" PLASTIC CAP SET FOR AN EXTERIOR CORNER OF SAID 10.2282 ACRE PARENT TRACT, AN ANGLE POINT OF SAID 10.0000 ACRE PARENT TRACT, BEING AN EXTERIOR CORNER OF SAID LOT 12 OF LIVE OAK PARK SECTION II, SAID POINT BEING AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT OF LAND;
3. **THENCE,** WITH A NORTHWEST LINE OF SAID 10.0000 ACRE PARENT TRACT, THE SOUTHEAST LINES OF SAID LIVE OAK PARK SECTION II, **N 68° 50' 48" E**, A DISTANCE OF **847.93',** TO A 1/2" IRON ROD LOCATED FOR THE NORTHERNMOST CORNER OF SAID 10.0000 ACRE PARENT TRACT, THE WESTERNMOST CORNER OF SAID 3.4605 ACRE PARENT TRACT, BEING IN A SOUTHEAST LINE OF THAT CALLED LOT 10 OF SAID LIVE OAK PARK SECTION II, SAID POINT BEING AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT OF LAND;
4. **THENCE,** WITH A NORTHWEST LINE OF SAID 3.4605 ACRE PARENT TRACT, THE SOUTHEAST LINES OF SAID LIVE OAK PARK SECTION II, **N 68° 48' 37" E**, A DISTANCE OF **1161.50',** TO A 1/2" IRON ROD LOCATED FOR THE NORTHERNMOST CORNER OF SAID 3.4605 ACRE PARENT TRACT, AN EXTERIOR CORNER OF THAT CALLED 21.0905 ACRE TRACT OF LAND RECORDED IN DOCUMENT NO. 2021019344, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, BEING IN THE SOUTHEAST LINE OF THAT CALLED LOT 9 OF SAID LIVE OAK PARK SECTION II, SAID POINT BEING THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND;
5. **THENCE,** WITH THE EAST LINE OF SAID 3.4605 ACRE PARENT TRACT, THE WEST LINE OF SAID 21.0905 ACRE TRACT, **S 02° 31' 02" E**, A DISTANCE OF **136.59',** TO A 1/2" IRON ROD LOCATED FOR AN EXTERIOR CORNER OF SAID 3.4605 ACRE PARENT TRACT, THE NORTHERNMOST CORNER OF THAT CALLED 12.0000 ACRE TRACT OF LAND RECORDED IN DOCUMENT NO. 2016046852, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, BEING IN THE WEST LINE OF SAID 21.0905 ACRE TRACT, SAID POINT BEING AN EXTERIOR CORNER OF THE HEREIN DESCRIBED TRACT OF LAND;
6. **THENCE,** WITH THE SOUTHEAST LINE OF SAID 3.4605 ACRE PARENT TRACT, THE NORTHWEST LINE OF SAID 12.0000 ACRE TRACT, THE NORTHWEST LINE OF THAT CALLED 10.0000 ACRE TRACT OF LAND RECORDED IN DOCUMENT NO. 2016048010, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, **S 68° 31' 45" W**, A DISTANCE OF **1119.83',** TO A 1/2" IRON ROD LOCATED FOR THE SOUTHERNMOST CORNER OF SAID 3.4605 ACRE PARENT TRACT, THE WESTERNMOST CORNER OF SAID 10.0000 ACRE ADJACENT TRACT, BEING IN THE NORTHEAST LINE OF SAID 10.0000 ACRE PARENT TRACT, SAID POINT BEING AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT OF LAND;
7. **THENCE,** WITH THE NORTHEAST LINE OF SAID 10.0000 ACRE PARENT TRACT, THE SOUTHWEST LINE OF SAID 10.0000 ACRE ADJACENT TRACT, **S 20° 23' 21" E,** A DISTANCE OF **366.06',** TO A 10" PINE POST FENCE CORNER LOCATED FOR THE EASTERNMOST CORNER OF SAID 10.0000 ACRE PARENT TRACT, THE NORTHERNMOST CORNER OF THAT CALLED 11.8379 ACRE TRACT OF LAND RECORDED IN DOCUMENT NO. 2021007729, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, BEING IN THE SOUTHWEST LINE OF SAID 10.0000 ACRE ADJACENT TRACT, SAID POINT BEING AN EXTERIOR CORNER OF THE HEREIN DESCRIBED TRACT OF LAND;
8. **THENCE,** WITH THE SOUTHEAST LINE OF SAID 10.0000 ACRE PARENT TRACT, THE NORTHWEST LINE OF SAID 11.8379 ACRE TRACT, **S 69° 31' 24" W,** A DISTANCE OF **877.68',** TO A 1/2" IRON ROD LOCATED IN THE NORTHWEST RIGHT-OF-WAY LINE OF COUNTY ROAD 146, BEING THE SOUTHERNMOST CORNER OF SAID 10.000 ACRE PARENT TRACT, THE EASTERNMOST CORNER OF SAID 10.2282 ACRE PARENT TRACT, SAID POINT BEING AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT OF LAND;
9. **THENCE,** WITH THE NORTHWEST RIGHT-OF-WAY LINE OF COUNTY ROAD 146, THE SOUTHEAST LINE OF SAID 10.2282 ACRE PARENT TRACT, **S 70° 13' 40" W,** A DISTANCE OF **694.67',** TO A 1/2" IRON ROD LOCATED AT THE INTERSECTION OF THE NORTHWEST RIGHT-OF-WAY LINE OF COUNTY ROAD 146 AND THE EAST RIGHT-OF-WAY LINE OF COUNTY ROAD 234, BEING THE SOUTHERNMOST CORNER OF SAID 10.2282 ACRE PARENT TRACT, SAID POINT BEING THE SOUTHERNMOST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND;

THENCE, WITH THE EAST RIGHT-OF-WAY LINE OF COUNTY ROAD 234, THE WEST LINES OF SAID 10.2282 ACRE TRACT, THE FOLLOWING FOUR (4) COURSES AND DISTANCES:

10. **N 01° 26' 46" W,** A DISTANCE OF **137.97',** TO A 1/2" IRON ROD WITH A BLUE "QUICK INC RPLS 6447" PLASTIC CAP SET FOR AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT OF LAND;
11. **N 02° 51' 48" W,** A DISTANCE OF **296.99',** TO A 1/2" IRON ROD LOCATED FOR AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT OF LAND;
12. **N 02° 03' 24" W,** A DISTANCE OF **195.36',** TO A 1/2" IRON ROD LOCATED FOR AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT OF LAND;
13. **N 09° 29' 48" W,** A DISTANCE OF **158.17',** TO THE **POINT OF BEGINNING** CONTAINING **23.626 ACRES** OF LAND.

NOTE: THE BASIS OF BEARING WAS ESTABLISHED USING THE TRIMBLE VRS NETWORK, NAD (83), TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, 4203, US SURVEY FOOT, GRID. A SURVEY PLAT WAS PREPARED BY A SEPARATE DOCUMENT.

Quick Inc.
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Firm: 10194104 512-915-4950
1430 N. Robertson Road, Salado, Texas 76571

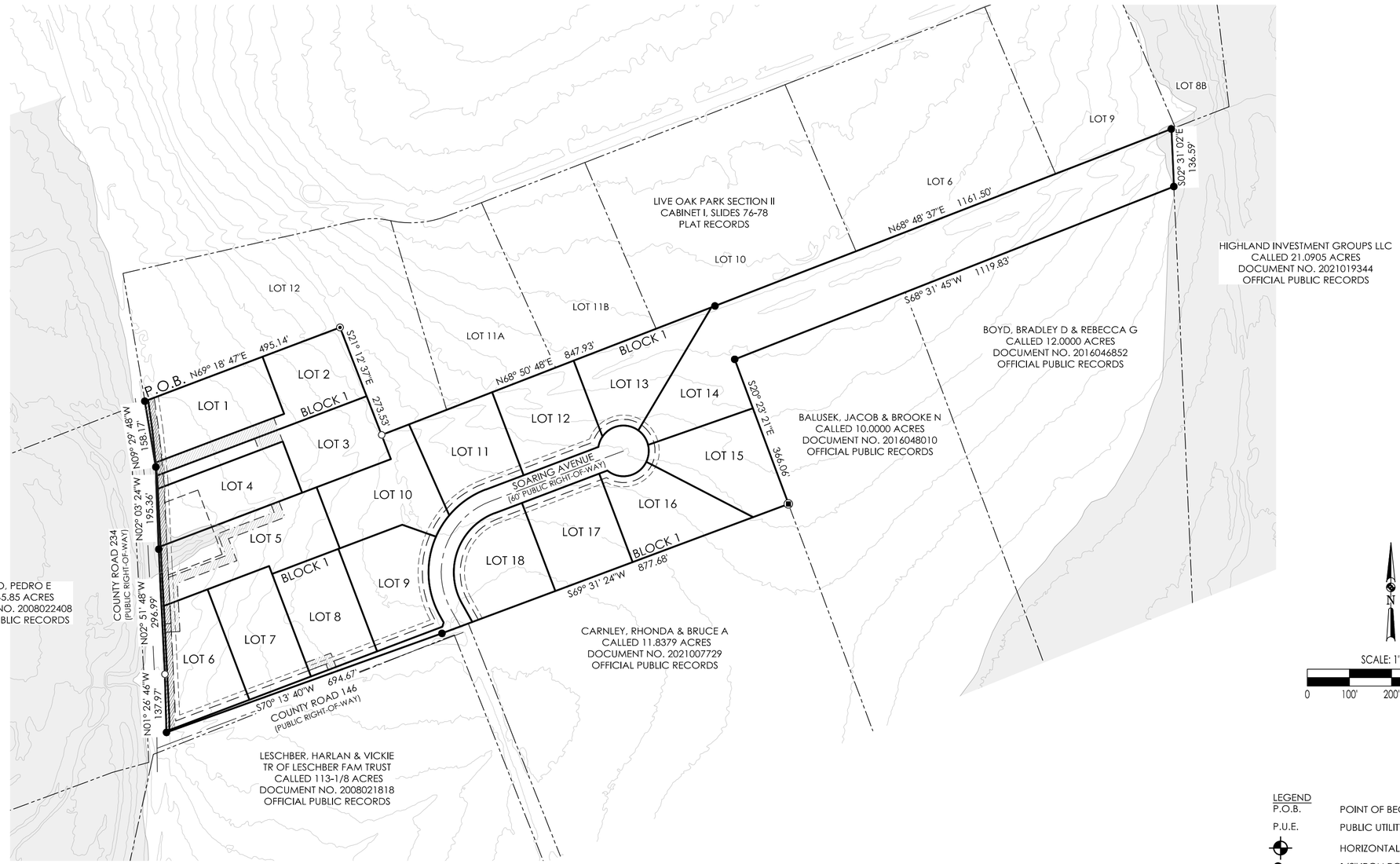
DATE SUBMITTAL 1: DECEMBER 1, 2021
DATE SUBMITTAL 2: FEBRUARY 23, 2022
DATE SUBMITTAL 3: MARCH 31, 2022

JOB NO. 21-2096

PRELIMINARY PLAT
COUNTY ESTATES

A SUBDIVISION OF WILLIAMSON COUNTY, TEXAS.

BEING A 23.626 ACRE TRACT OF LAND LOCATED IN THE LEMUEL S WALTERS SURVEY, ABSTRACT NO. 653, WILLIAMSON COUNTY, TEXAS, SAID 23.626 ACRE TRACT, BEING ALL OF THAT CALLED 10.2282 ACRE TRACT OF LAND RECORDED IN DOCUMENT NO. 2021004224, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, ALL OF THAT CALLED 10.0000 ACRE TRACT OF LAND, AND ALL OF THAT CALLED 3.4605 ACRE TRACT OF LAND RECORDED IN DOCUMENT NO. 2021004142, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS.



LEGEND

P.O.B.	POINT OF BEGINNING
P.U.E.	PUBLIC UTILITY EASEMENT
⊕	HORIZONTAL/VERTICAL CONTROL POINT
●	1/2" IRON ROD FOUND
⊙	5/8" IRON ROD FOUND
▣	10" PINE POST FENCE CORNER FOUND
○	SET 1/2" IRON ROD WITH A BLUE "QUICK INC RPLS 6447" PLASTIC CAP

ROADWAY TABLE						
ROAD NAME	ROW WIDTH	PAVEMENT WIDTH	LENGTH OF ROADWAY	DESIGN SPEED	MAINTENANCE AUTHORITY	CLASSIFICATION TYPE
SOARING AVENUE	60 FT	26 FT	693.70 FT	25 MPH	PUBLIC	LOCAL

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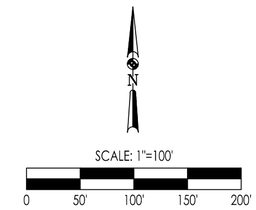

LEGEND

P.O.B.	POINT OF BEGINNING
B.S.L.	BUILDING SETBACK LINE
P.U.E.	PUBLIC UTILITY EASEMENT
⊕	HORIZONTAL/VERTICAL CONTROL POINT
●	1/2" IRON ROD FOUND
⊙	5/8" IRON ROD FOUND
▣	10" PINE POST FENCE CORNER FOUND
○	SET 1/2" IRON ROD WITH A BLUE "QUICK INC RPLS 6447" PLASTIC CAP

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N29° 08' 07"W	46.64'
L2	S20° 03' 30"W	10.46'
L3	N00° 36' 55"W	26.18'
L4	N02° 47' 02"W	239.89'
L5	N03° 06' 29"W	28.57'
L6	N03° 06' 29"W	99.32'
L7	N02° 47' 41"W	42.42'
L8	N02° 47' 41"W	136.65'
L9	N02° 47' 41"W	22.42'
L10	N05° 39' 27"W	8.98'
L11	N05° 39' 27"W	31.07'
L12	N05° 39' 27"W	74.44'
L13	N08° 01' 10"W	75.32'

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD LENGTH
C1	180.00'	309.09'	98°23'14"	N20° 03' 30"E	272.49'
C2	60.00'	314.16'	300°00'00"	S20° 44' 53"E	60.00'
C3	210.00'	193.99'	52°55'40"	S02° 40' 17"E	187.17'
C4	210.00'	59.54'	16°14'41"	S31° 54' 54"W	59.34'
C5	210.00'	107.08'	29°12'53"	S54° 38' 40"W	105.92'
C6	60.00'	26.05'	24°52'25"	S21° 41' 19"W	25.84'
C7	60.00'	96.03'	91°41'54"	S79° 58' 28"W	86.10'
C8	60.00'	42.33'	40°25'35"	N33° 57' 47"W	41.46'
C9	60.00'	41.01'	39°09'46"	N05° 49' 53"E	40.22'
C10	60.00'	108.74'	103°50'21"	N77° 19' 56"E	94.46'
C11	150.00'	257.58'	98°23'14"	N20° 03' 30"E	227.08'

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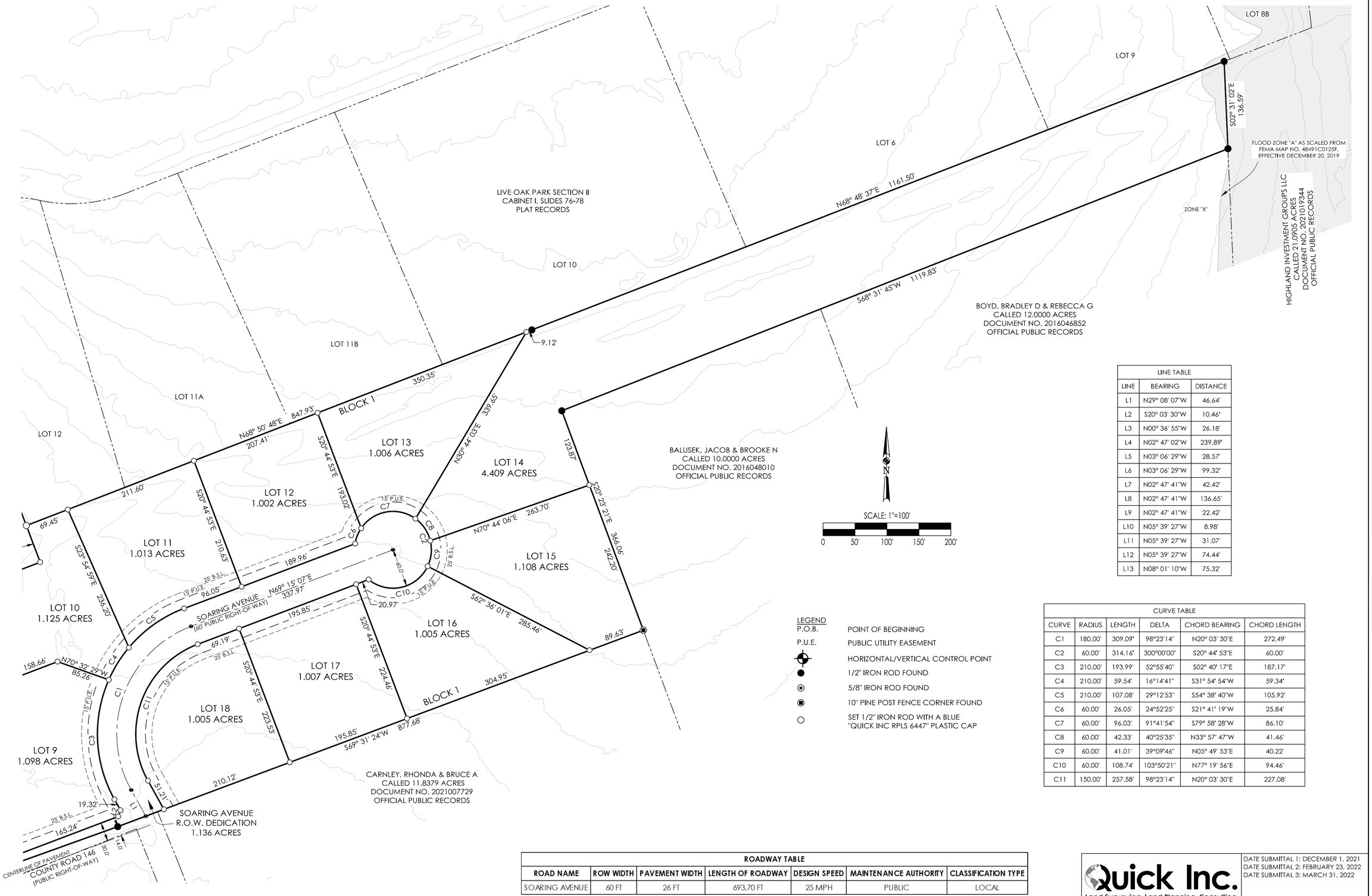

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LEGEND

P.O.B.	POINT OF BEGINNING
P.U.E.	PUBLIC UTILITY EASEMENT
	HORIZONTAL/VERTICAL CONTROL POINT
●	1/2" IRON ROD FOUND
⊙	5/8" IRON ROD FOUND
◙	10" PINE POST FENCE CORNER FOUND
○	SET 1/2" IRON ROD WITH A BLUE "QUICK INC RPLS 6447" PLASTIC CAP

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A SUBDIVISION OF WILLIAMSON COUNTY, TEXAS.

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OWNER'S DEDICATION

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

I, JAMES TRAVIS KRAUSE, OWNER'S AGENT AND GENERAL PARTNER OF THE CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2021004142 & DOCUMENT NO. 2021004224 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DO HEREBY STATE THAT THERE ARE NO LIEN HOLDERS OF THE CERTAIN TRACT OF LAND, AND DO HEREBY SUBDIVIDE SAID TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE, AND DO HEREBY STATE THAT ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS. THIS SUBDIVISION IS TO BE KNOWN AS "COUNTY ESTATES"

TO CERTIFY WHICH, WITNESS BY MY HAND THIS _____ DAY OF _____, 20___.

_____
BY: JAMES TRAVIS KRAUSE

BEFORE ME, THE ABOVE AUTHORITY, ON THIS DAY PERSONALLY APPEARED _____ , KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THIS FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED, AND IN THE CAPACITY THEREIN STATED. AND SEAL OF OFFICE THIS _____ DAY OF _____ , 20___.

_____
NOTARY PUBLIC
STATE OF TEXAS

OWNER'S DEDICATION

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

I, ANNA CARY SWANSON, OWNER'S AGENT AND GENERAL PARTNER OF THE CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2021004142 & DOCUMENT NO. 2021004224 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DO HEREBY STATE THAT THERE ARE NO LIEN HOLDERS OF THE CERTAIN TRACT OF LAND, AND DO HEREBY SUBDIVIDE SAID TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE, AND DO HEREBY STATE THAT ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS. THIS SUBDIVISION IS TO BE KNOWN AS "COUNTY ESTATES"

TO CERTIFY WHICH, WITNESS BY MY HAND THIS _____ DAY OF _____, 20___.

_____
BY: ANNA CARY SWANSON

BEFORE ME, THE ABOVE AUTHORITY, ON THIS DAY PERSONALLY APPEARED _____ , KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THIS FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED, AND IN THE CAPACITY THEREIN STATED. AND SEAL OF OFFICE THIS _____ DAY OF _____ , 20___.

_____
NOTARY PUBLIC
STATE OF TEXAS

WILLIAMSON COUNTY ON-SITE SEWAGE FACILITIES

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 DISCLAIMS ANY RESPONSIBILITY TO ANY MEMBER OF THE PUBLIC FOR INDEPENDENT VERIFICATION OF THE REPRESENTATIONS, FACTUAL OR OTHERWISE, CONTAINED IN THIS PLAT AND THE DOCUMENTS ASSOCIATED WITH IT.

_____
J. TERRON EVERTSON, P.E., D.R., C.F.M. DATE
WILLIAMSON COUNTY ENGINEER

SURVEYORS CERTIFICATE:

STATE OF TEXAS)(
COUNTY OF WILLIAMSON)(

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND

_____
REGISTERED PROFESSIONAL LAND SURVEYOR
TRAVIS QUICKSALL, R.P.L.S.

_____
DATE:

STATE OF TEXAS)(
)(KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF WILLIAMSON)(

I, BILL GRAVELL JR., COUNTY JUDGE OF WILLIAMSON COUNTY, TEXAS, DO HEREBY CERTIFY THAT THIS MAP OR PLAT, WITH FIELD NOTES HEREON, THAT 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 PLAT IS AUTHORIZED TO BE REGISTERED AND RECORDED IN THE PROPER RECORDS OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS

DATED THIS _____ DAY OF _____ , 20___.

_____ _____
BY: 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 _____, A.D., 20_____A.D., AT _____O'CLOCK, ___.M. AND DULY RECORDED THIS 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

Quick Inc.
Land Surveying. Land Planning. Consulting.
Firm: 10194104 512-915-4950
1430 N. Robertson Road, Salado, Texas 76571

DATE SUBMITTAL 1: DECEMBER 1, 2021
DATE SUBMITTAL 2: FEBRUARY 23, 2022
DATE SUBMITTAL 3: MARCH 31, 2022

JOB NO. 21-2096

Commissioners Court - Regular Session **26.**

Meeting Date: 04/05/2022

Preliminary plat for the Simple subdivision – Pct 4

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

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

Agenda Category: Consent

Information

Agenda Item

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

Background

This proposed subdivision consists of 25 lots and no new roads.

Timeline

2022-01-04 – initial submittal of preliminary plat
2022-02-03 – 1st review complete with comments
2022-02-21 – 2nd submittal of preliminary plat
2022-03-08 – 2nd review complete with comments
2022-03-25 – 3rd submittal of preliminary plat
2022-03-31 – 3rd review complete with comments clear
2022-03-31 – preliminary plat placed on the April 5, 2022 Commissioners Court agenda for consideration

---

Fiscal Impact

From/To	Acct No.	Description	Amount

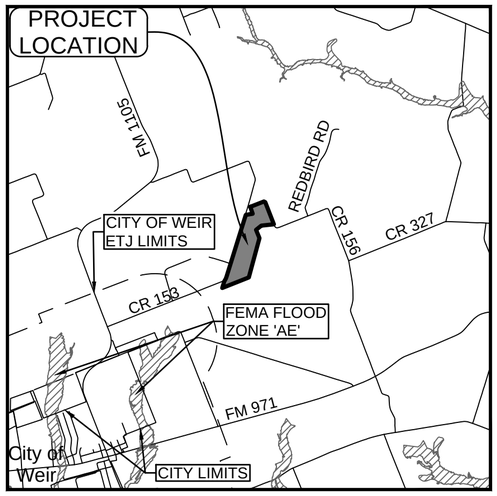
Attachments

preliminary plat - Simple

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	03/31/2022 11:45 AM
Form Started By: Adam Boatright		Started On: 03/31/2022 11:03 AM
Final Approval Date: 03/31/2022		

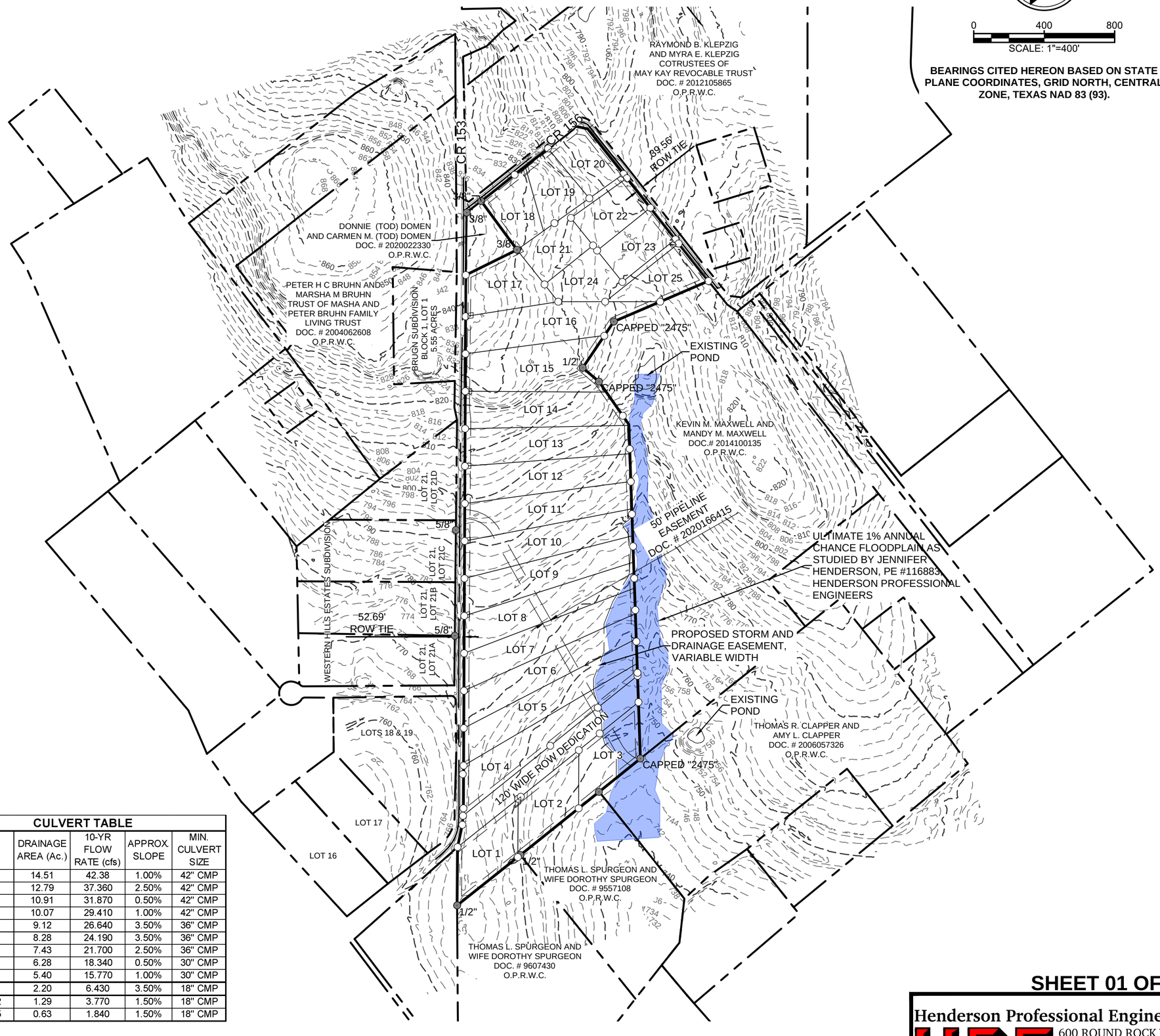
PRELIMINARY PLAT
OF
SIMPLE SUBDIVISION



VICINITY MAP
SCALE: 1"=5,000'

LEGEND

- ○ IRON ROD SET, CAPPED "BTS"
- ● IRON ROD FOUND



0 400 800
SCALE: 1"=400'

BEARINGS CITED HEREON BASED ON STATE PLANE COORDINATES, GRID NORTH, CENTRAL ZONE, TEXAS NAD 83 (93).

OWNER: STEVE QUIROZ
805 S MAYS ST
ROUND ROCK, TEXAS 78665
PHONE 512.751.3134
E-MAIL STEVE.QUIROZ@THIRDCOASTAUTOS.COM

SURVEYOR: BRUCE BRYAN, RPLS
BRYAN TECHNICAL SERVICES, INC.
911 NORTH MAIN
TAYLOR, TEXAS 76574
PHONE 512.352.9090
E-MAIL BRUCE@BYRANTECHNICALSERVICES.COM

ENGINEER: JENNIFER HENDERSON, PE
HENDERSON PROFESSIONAL ENGINEERS
PELS FIRM F-22208
600 ROUND ROCK WEST DRIVE, SUITE 604
ROUND ROCK, TEXAS 78681
PHONE 512.350.6228
E-MAIL JEN@HENDERSONPE.COM

SUBMITTAL DATE: 01/03/2022

ORIGINAL SURVEY: WALKER, J SURVEY
ABSTRACT NO. 688

FEMA FLOODPLAIN: THERE IS NO ENCROACHMENT OF THE 100 YEAR FLOOD PLAIN AS SHOWN ON FIRM PANEL 48491C0325F, DATED DECEMBER 20, 2019

NEW STREETS: NO NEW STREETS ARE PLANNED

CULVERT TABLE

LOT(S)	DRAINAGE AREA (Ac.)	10-YR FLOW RATE (cfs)	APPROX. SLOPE	MIN. CULVERT SIZE
3	14.51	42.38	1.00%	42" CMP
1, 2 & 4	12.79	37.360	2.50%	42" CMP
5 & 6	10.91	31.870	0.50%	42" CMP
7 & 8	10.07	29.410	1.00%	42" CMP
9 & 10	9.12	26.640	3.50%	36" CMP
11 & 12	8.28	24.190	3.50%	36" CMP
13 & 14	7.43	21.700	2.50%	36" CMP
15 & 16	6.28	18.340	0.50%	30" CMP
17	5.40	15.770	1.00%	30" CMP
18 & 19	2.20	6.430	3.50%	18" CMP
20, 21 & 22	1.29	3.770	1.50%	18" CMP
23, 24 & 25	0.63	1.840	1.50%	18" CMP

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HPE Civil Engineering
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ROUND ROCK, TX 78681
512.350.6228
PELS FIRM #F-22208
www.hendersonpe.com
WBE210166 | HUB 1853873845300

Plotted by: Elizabeth. Plot date: 24/03/2022, File name: h:\02 projects\2021\210903 simple subdivision\07 Sheet\PP210903 PP.dwg

PRELIMINARY PLAT
OF
SIMPLE SUBDIVISION

MATCHLINE SEE SHEET 03

0 100 200
SCALE: 1"=100'

BEARINGS CITED HEREON BASED ON STATE PLANE COORDINATES, GRID NORTH, CENTRAL ZONE, TEXAS NAD 83 (93).

LOT 7
(4.00 ACRES)

S82° 52' 36"W 1,067.10'

212.50'

30'X30'
JOINT ACCESS
EASEMENT

50' PIPELINE
EASEMENT
DOC. # 2020166415

142.62'

LOT 6
(4.00 ACRES)

N17° 19' 56"E 3,026.99'

212.50'

S79° 41' 05"W 1,102.83'

140.27'

LOT 5
(4.00 ACRES)

25' BUILDING SETBACK

212.50'

S76° 35' 53"W 1,142.89'

69.74'

289.25'
S68° 21' 34"W 289.25'

30'X30'
JOINT ACCESS
EASEMENT

150.02'
S15° 06' 04"W 1,897.59'

25' BUILDING SETBACK

N68° 21' 34"E 345.96'

N68° 13' 16"E
282.77'

LOT 4
(4.00 ACRES)

30.00' FROM CL OF ROAD
TO ROW EASEMENT

CR 153

242.39'

3.57 ACRES 120' WIDE,
HEREBY DEDICATED
RIGHT-OF-WAY

151.71'

N68° 21' 34"E
635.21'

50.21' ROW TIE

42.34'

N68° 20' 09"E 573.99'
422.28'

320.37'

320.37'

30'X30'
JOINT ACCESS
EASEMENT

25' BUILDING SETBACK

LOT 3
(2.60 ACRES)

CAPPED "2475"

N17° 16' 19"E
329.99'

N20° 51' 28"E 93.89'

129.46'
N29° 14' 55"E

51.35'

18.65'

N68° 33' 37"E 459.07'
440.42'

LOT 2
(2.60 ACRES)

S68° 13' 16"W
300.07'

N17° 29' 47"E
331.04'

S68° 20' 09"W
423.95'

LOT 1
(2.60 ACRES)

N17° 29' 47"E
331.04'

1/2"

S68° 33' 37"W
440.42'

1/2"

SHEET 02 OF 06

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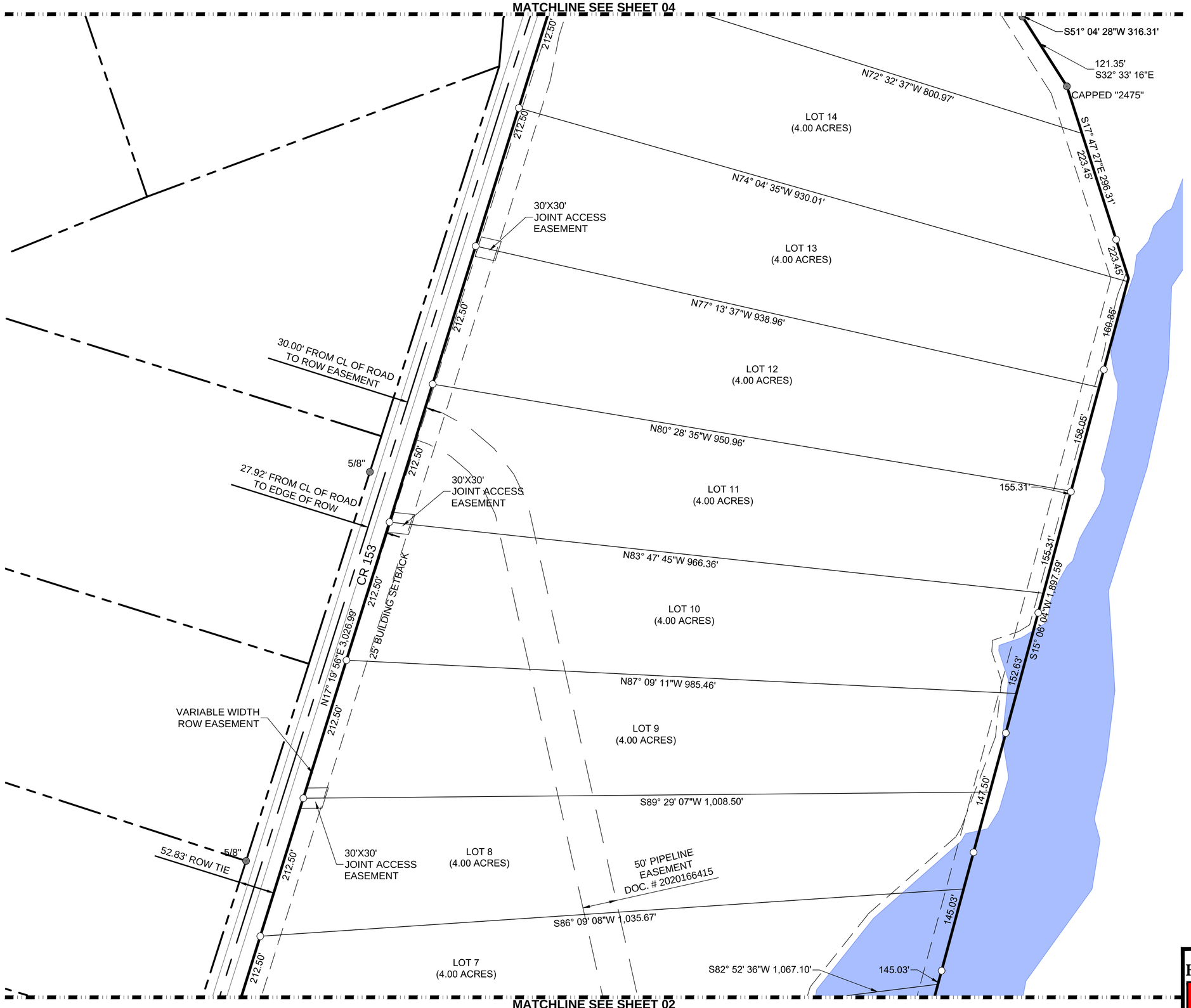
Plotted by: Elizabeth, Plot date: 24/03/2022, File name: h:\02 projects\2021\210903 simple subdivision\07 Sheet\PP\210903 PP.dwg

PRELIMINARY PLAT
OF
SIMPLE SUBDIVISION

MATCHLINE SEE SHEET 04



MATCHLINE SEE SHEET 02

0 100 200
SCALE: 1"=100'

BEARINGS CITED HEREON BASED ON STATE PLANE COORDINATES, GRID NORTH, CENTRAL ZONE, TEXAS NAD 83 (93).

SHEET 03 OF 06

Henderson Professional Engineers
600 ROUND ROCK WEST DRIVE, SUITE 604
ROUND ROCK, TX 78681
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Plotted by: Elizabeth, Plot date: 24/03/2022, File name: h:\02 projects\2021\210903 simple subdivision\07 Sheet\PP\210903 PP.dwg

PRELIMINARY PLAT
OF
SIMPLE SUBDIVISION

0 100 200
SCALE: 1"=100'

BEARINGS CITED HEREON BASED ON STATE PLANE COORDINATES, GRID NORTH, CENTRAL ZONE, TEXAS NAD 83 (93).

SHEET 04 OF 06

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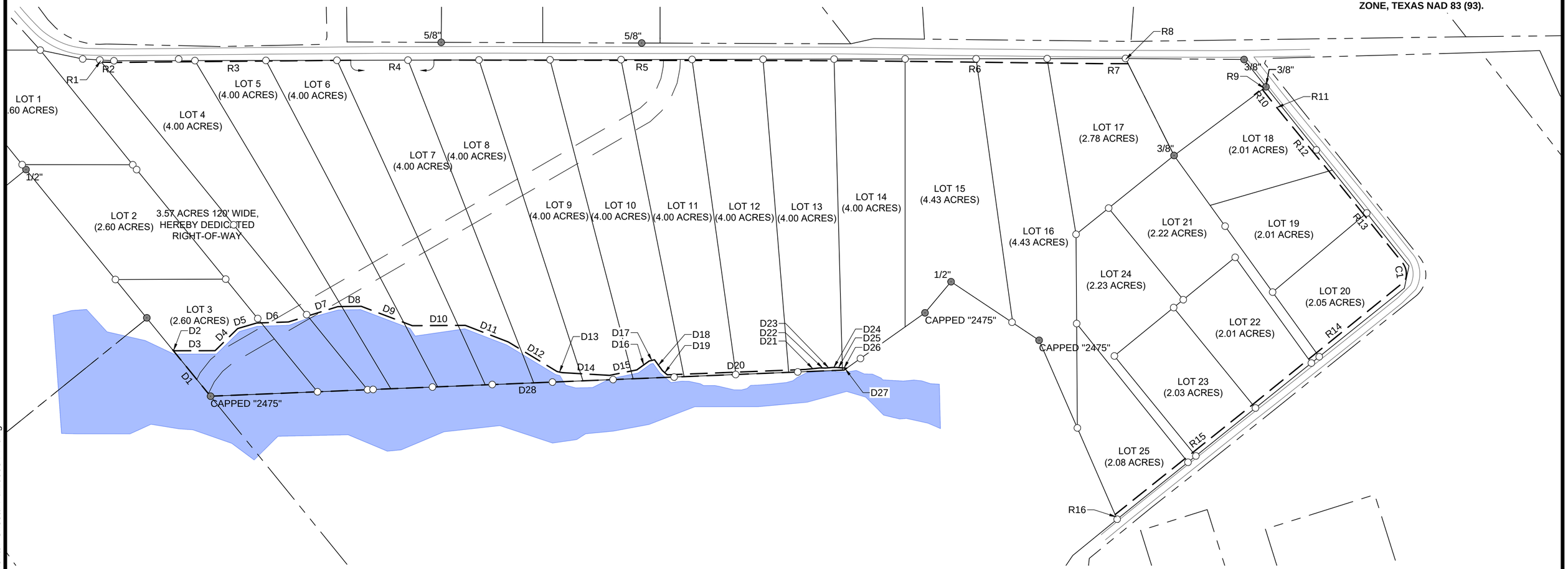
Plotted by: Elizabeth, Plot date: 24/03/2022, File name: h:\02 projects\2021\210903 simple subdivision\07 Sheet\PP\210903 PP.dwg

PRELIMINARY PLAT
OF
SIMPLE SUBDIVISION

0 200 400
SCALE: 1"=200'

BEARINGS CITED HEREON BASED ON STATE PLANE COORDINATES, GRID NORTH, CENTRAL ZONE, TEXAS NAD 83 (93).



ROW EASEMENT LINE TABLE		
LINE #	LENGTH	DIRECTION
R1	8.15	S68° 21' 34"W
R2	44.16	S18° 46' 38"W
R3	701.75	S16° 56' 10"W
R4	248.85	N17° 19' 56"E
R5	1,246.62	S17° 33' 04"W
R6	745.53	S18° 08' 12"W
R7	85.16	S17° 38' 57"W
R8	4.94	N80° 50' 55"E
R9	13.13	S19° 17' 05"E
R10	41.91	N69° 15' 58"E
R11	54.15	N68° 34' 04"E
R12	225.59	N68° 03' 39"E
R13	340.73	N68° 39' 23"E
R14	615.60	S21° 32' 03"E
R15	497.45	S21° 08' 42"E
R16	15.32	N83° 52' 19"E

DRAINAGE EASEMENT LINE TABLE		
LINE #	LENGTH	DIRECTION
D1	179.22	N68° 13' 16"E
D2	7.08	S42° 41' 42"W
D3	120.82	S17° 15' 51"W
D4	94.51	S26° 51' 39"E
D5	59.16	S01° 15' 28"W
D6	95.00	S15° 32' 55"W
D7	154.72	S00° 12' 26"W
D8	69.98	S16° 41' 33"W
D9	163.51	S38° 12' 22"W
D10	158.58	S17° 08' 39"W
D11	137.72	S38° 32' 04"W
D12	170.68	S48° 39' 21"W
D13	15.45	S30° 08' 48"W
D14	142.60	S20° 42' 48"W

DRAINAGE EASEMENT LINE TABLE		
LINE #	LENGTH	DIRECTION
D15	82.95	S06° 04' 27"W
D16	45.30	S18° 15' 37"E
D17	16.52	S03° 58' 48"W
D18	40.17	S71° 23' 27"W
D19	19.23	S58° 36' 06"W
D20	414.20	S15° 14' 42"W
D21	43.74	S11° 21' 07"W
D22	15.59	S18° 56' 37"W
D23	19.92	S12° 39' 11"W
D24	11.14	S16° 21' 46"W
D25	17.35	S21° 37' 48"W
D26	15.81	S21° 37' 03"W
D27	9.47	N17° 47' 27"W
D28	1,897.59	N15° 06' 04"E

SHEET 05 OF 06

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PRELIMINARY PLAT
OF
SIMPLE SUBDIVISION

NOTES:

1. 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 OWNERS.
2. WATER SERVICE IS PROVIDED BY: JONAH.
   WASTEWATER SERVICE IS PROVIDED BY: OSSF
3. THE LANDOWNER ASSUMES ALL RISKS ASSOCIATED WITH IMPROVEMENTS LOCATED IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS. BY PLACING ANYTHING IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS, THE LANDOWNER INDEMNIFIES AND HOLDS THE COUNTY, IT'S OFFICERS AND EMPLOYEES HARMLESS FROM ANY LIABILITY OWING TO PROPERTY DEFECTS OR NEGLIGENCE NOT ATTRIBUTABLE TO THEM AND ACKNOWLEDGES THAT THE IMPROVEMENTS MAY BE REMOVED BY THE COUNTY AND THAT THE OWNER OF THE IMPROVEMENT SHALL BE RESPONSIBLE FOR THE RELOCATION AND/OR REPLACEMENT OF THE IMPROVEMENT.
4. 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. 48491C0325F, EFFECTIVE DATE DECEMBER 20, 2019 FOR WILLIAMSON COUNTY, TEXAS.
5. 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.
6. LOTS 21 AND 24 MAY NOT BE FURTHER SUBDIVIDED.
7. ALL SIDEWALKS ARE TO BE MAINTAINED BY EACH OF THE ADJACENT PROPERTY OWNERS.
8. THIS PLAT IS CONSIDERED EXEMPT FROM ON SITE DETENTION. ALL LOTS ARE GREATER THAN TWO ACRES AND ARE REQUIRED TO HAVE 20% OR LESS OF IMPERVIOUS COVER.
9. LOTS 1, 2, AND 3 SHALL USE A SINGLE SHARED DRIVEWAY/ ACCESS TO CR 153 AND NO MORE THAN THREE RESIDENCES TOTAL SHALL BE SERVED BY THIS DRIVEWAY UNTIL SUCH TIME THE ARTERIAL CONNECTING TO CR 153 IS BUILT. DRIVEWAY SPACING FOR LOTS 1, 2 & 3 SHALL BE IN COMPLIANCE WITH THE SPACING REQUIREMENTS AFTER THE ARTERIAL CONNECTING TO CR 153 IS BUILT WITH LOTS 1 & 2 SERVED BY A SINGLE SHARED DRIVEWAY AND LOT 3 SERVED BY AN INDIVIDUAL DRIVEWAY. NO MORE THAN THREE RESIDENCES TOTAL SHALL BE SERVED BY ANY DRIVEWAY.
10. LOTS 1 AND 2 SHALL ONLY USE A SINGLE SHARED DRIVEWAY. NO MORE THAN THREE RESIDENCES TOTAL SHALL BE SERVED BY THE SINGLE SHARED DRIVEWAY.
11. LOTS 4 AND 5 SHALL ONLY USE A SINGLE SHARED DRIVEWAY. NO MORE THAN THREE RESIDENCES TOTAL SHALL BE SERVED BY THE SINGLE SHARED DRIVEWAY.
12. LOTS 6 AND 7 SHALL ONLY USE A SINGLE SHARED DRIVEWAY. NO MORE THAN THREE RESIDENCES TOTAL SHALL BE SERVED BY THE SINGLE SHARED DRIVEWAY.
13. LOTS 8 AND 9 SHALL ONLY USE A SINGLE SHARED DRIVEWAY. NO MORE THAN THREE RESIDENCES TOTAL SHALL BE SERVED BY THE SINGLE SHARED DRIVEWAY.
14. LOTS 10 AND 11 SHALL ONLY USE A SINGLE SHARED DRIVEWAY. NO MORE THAN THREE RESIDENCES TOTAL SHALL BE SERVED BY THE SINGLE SHARED DRIVEWAY.
15. LOTS 12 AND 13 SHALL ONLY USE A SINGLE SHARED DRIVEWAY. NO MORE THAN THREE RESIDENCES TOTAL SHALL BE SERVED BY THE SINGLE SHARED DRIVEWAY.
16. LOTS 14 AND 15 SHALL ONLY USE A SINGLE SHARED DRIVEWAY. NO MORE THAN THREE RESIDENCES TOTAL SHALL BE SERVED BY THE SINGLE SHARED DRIVEWAY.
17. LOTS 16 AND 17 SHALL ONLY USE A SINGLE SHARED DRIVEWAY. NO MORE THAN THREE RESIDENCES TOTAL SHALL BE SERVED BY THE SINGLE SHARED DRIVEWAY.
18. LOTS 18 AND 19 SHALL ONLY USE A SINGLE SHARED DRIVEWAY. NO MORE THAN THREE RESIDENCES TOTAL SHALL BE SERVED BY THE SINGLE SHARED DRIVEWAY.
19. LOTS 20, 21, AND 22 SHALL ONLY USE A SINGLE SHARED DRIVEWAY. NO MORE THAN THREE RESIDENCES TOTAL SHALL BE SERVED BY THE SINGLE SHARED DRIVEWAY.
20. LOTS 23, 24, AND 25 SHALL ONLY USE A SINGLE SHARED DRIVEWAY. NO MORE THAN THREE RESIDENCES TOTAL SHALL BE SERVED BY THE SINGLE SHARED DRIVEWAY.

STATE OF TEXAS §
. §
COUNTY OF WILLIAMSON §

KNOW ALL MEN BY THESE PRESENTS

I, BRUCE BRYAN, 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 HEREON WERE PROPERLY PLACED UNDER MY SUPERVISION IN ACCORDANCE WITH THE CITY OF WILLIAMSON COUNTY REGULATIONS.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL THIS _____ DAY OF _____, 20___.

_____

BRUCE BRYAN DATE
REGISTERED PROFESSIONAL LAND SURVEYOR, NO. 4249
STATE OF TEXAS

STATE OF TEXAS §
. §
COUNTY OF WILLIAMSON §

KNOW ALL MEN BY THESE PRESENTS

I, JENNIFER L. HENDERSON, REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS NOT LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE ZONE AND IS NOT ENCROACHED BY A SPECIAL FLOOD HAZARD AREA INUNDATED BY THE 100 YEAR FLOOD AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY BOUNDARY MAP, (FLOOD INSURANCE RATE MAP), COMMUNITY PANEL NUMBER 48491C0325F, EFFECTIVE DATA DECEMBER 20, 2019.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL THIS _____ DAY OF _____, 20___.

_____

JENNIFER L. HENDERSON DATE
REGISTERED PROFESSIONAL ENGINEER, NO. 116883
STATE OF TEXAS

Henderson Professional Engineers
HPE Civil Engineering
600 ROUND ROCK WEST DRIVE, SUITE 604
ROUND ROCK, TX 78681
512.350.6228
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Plotted by: Elizabeth, Plot date: 24/03/2022, File name: h:\02 projects\2021\210903 simple subdivision\07 Sheet\PP\210903 PP.dwg

Commissioners Court - Regular Session **27.**

Meeting Date: 04/05/2022

National Child Abuse Prevention and Awareness Month

Submitted For: Terry Cook **Submitted By:** Garry Brown, Commissioner Pct. #1

Department: Commissioner Pct. #1

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on a proclamation declaring April 2022 to be National Child Abuse Prevention and Awareness Month in Williamson County.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

2022 Child Abuse Prevention and Awareness Month Proclamation

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	03/30/2022 04:13 PM
Form Started By: Garry Brown		Started On: 03/30/2022 03:45 PM
Final Approval Date: 03/30/2022		

PROCLAMATION

WHEREAS, During the month of April 2022, Williamson County will observe National Child Abuse Awareness and Prevention Month to raise awareness of child abuse and neglect, and create strong communities to support the strengthening and healing of the abused children and their non-offending family members; and

WHEREAS, In calendar year 2021, Williamson County Children's Advocacy Center reviewed 4,891 reports of alleged child abuse, and conducted 816 forensic interviews; and

WHEREAS, Working together to raise the awareness of child abuse and neglect, the "Go-Blue Committee," which includes members of Bikers Against Child Abuse, CASA of Williamson County, Cedar Park Police Department, Georgetown Police Department, Round Rock Police Department, Round Rock ISD Police Department, Leander Police Department, The Georgetown Project, Williamson County Sheriff's Office, Juvenile Services, Starry, Georgetown ISD and Williamson County Children's Advocacy Center, serves hundreds of abused and neglected children, as well as their non-offending family members, each year; and

WHEREAS, It is important to remember that all children are our future, and we must nurture and protect them, and provide a safe environment in which they can grow and prosper.

NOW, THEREFORE BE IT RESOLVED that the Commissioners Court of Williamson County, Texas, hereby recognizes and proclaims April 2022 to be

CHILD ABUSE PREVENTION AND AWARENESS MONTH

in Williamson County, Texas, and urges all citizens to work together in significantly reducing child abuse and neglect in our community.

Signed on this date: _____

_____

Bill Gravell, County Judge

On behalf of the Williamson County Commissioners Court

Commissioners Court - Regular Session **28.**

Meeting Date: 04/05/2022

Public Hearing Rate Setting for Local Provider Participation Fund

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

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

09:30 AM - Hold Public Hearing regarding setting the rate associated with the mandatory provider participation payments that Williamson County may require of all local hospitals for fiscal year (FY) 2022 in relation to the Williamson County Health Care Participation Program and establish how the revenue derived from those payments may be spent in accordance with Chapter 292B of the Texas Health & Safety Code and the Williamson County Health Care Provider Participation Program Rules and Procedures.

Background

The rate is currently estimated to be at 0.93%.

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	03/31/2022 12:00 PM
County Auditor (Originator)	Melanie Denny	03/31/2022 12:25 PM
Form Started By: Melanie Denny		Started On: 03/29/2022 02:03 PM
Final Approval Date: 03/31/2022		

Commissioners Court - Regular Session **29.**

Meeting Date: 04/05/2022

Fiscal Year 2022 Rate Setting for the Local Provider Participation Fund

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

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on setting the rate associated with the mandatory provider participation payments that Williamson County may require of all local hospitals for fiscal year (FY) 2022 in relation to the Williamson County Health Care Participation Program and establish how the revenue derived from those payments may be spent in accordance with Chapter 292B of the Texas Health & Safety Code and the Williamson County Health Care Provider Participation Program Rules and Procedures.

Background

The rate is currently estimated to be at 0.93%.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

2022 LPPF Rate Setting Resolution

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	03/31/2022 12:00 PM
County Auditor (Originator)	Melanie Denny	03/31/2022 12:25 PM
Form Started By: Melanie Denny		Started On: 03/29/2022 02:03 PM
Final Approval Date: 03/31/2022		

Resolution Setting the FY 2022 Rate for the Williamson County Health Care Provider Participation Program

WHEREAS, The Texas Legislature in the 86th Regular Session enacted H.B. 3954, which added Chapter 292B to the Health and Safety Code enabling Williamson County to authorize a local health care provider participation program;

WHEREAS, pursuant to Chapter 292B of the Health and Safety Code, the Commissioners Court has authorized the county to participate in a municipal health care provider participation program and establish a local provider participation fund; and

WHEREAS, pursuant to Section 292B of the Health and Safety Code, each year, the Commissioners Court is to hold a public hearing on the amounts of any mandatory payments that Commissioners Court intends to require during the year and how the revenue derived from those payments is to be spent.

NOW THEREFORE BE IT ORDERED that the Commissioners Court of the County sets the amount of the mandatory payments under the County Health Care Provider Participation Program for fiscal year 2022 at an estimated 0.93% of the net patient revenue of each institutional health care provider located in the County and directs that the mandatory payment revenue be used for one or more of the purposes set forth in Section 292B of the Health and Safety Code.

PASSED BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY ON THIS THE 5TH of APRIL, TWO THOUSAND AND TWENTYTWO.

_____

County Judge

Commissioners Court - Regular Session **30.**

Meeting Date: 04/05/2022

March 21 2022 Storm

Submitted By: Becky Pruitt, County Judge

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Deliberate, discuss, consider, receive information/situational updates and take any appropriate action on public health and safety related matters, issues, business and concerns resulting from and pertaining to the severe weather event consisting of multiple tornadoes, high winds and severe thunderstorms experienced in Williamson County, Texas on March 21, 2022.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst. (Originator)	Becky Pruitt	03/31/2022 08:35 AM
Form Started By: Becky Pruitt		Started On: 03/31/2022 08:20 AM
Final Approval Date: 03/31/2022		

Commissioners Court - Regular Session **31.**

Meeting Date: 04/05/2022

Burn Ban

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

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on the issuance of a countywide burn ban for a period to be set by the Commissioners Court; and to authorize the County Judge the authority to lift the order banning outdoor burning if conditions improve.

Background

A Disaster Declaration prohibiting outdoor burning was issued by Judge Gravell on March 25, 2022 and therafter extended by the Commissioners Court. This Burn Ban Order will terminate and supplant the Disaster Declaration prohibiting outdoor burning.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Burn Ban Order Template

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	03/28/2022 12:29 PM
Form Started By: Hal Hawes		Started On: 03/28/2022 11:40 AM
Final Approval Date: 03/28/2022		

COUNTY OF WILLIAMSON §
§
STATE OF TEXAS §

ORDER PROHIBITING OUTDOOR BURNING

WHEREAS, Section 352.081 of the Texas Local Government Code provides that the commissioners court of a county by order may prohibit outdoor burning in the unincorporated area of the county if the commissioners court makes a finding that circumstances present in the unincorporated area create a public safety hazard that would be exacerbated by outdoor burning; and,

WHEREAS, the Williamson County Commissioners Court does hereby find that circumstances present in all of the unincorporated area of Williamson County create a public safety hazard that would be exacerbated by outdoor burning;

NOW, THEREFORE, it is ORDERED **effective as set forth herein-below** that outdoor burning is prohibited in all of the unincorporated areas of Williamson County and smoking in and/or on Williamson County Parks, Preserves and Trails is prohibited, as follows:

(A) Actions prohibited:
- (1) A person violates this order if he/she burns any combustible material outside of an enclosure which serves to contain all flames and/or sparks, or orders such burning by others.
- (2) A person violates this order if he/she engages in any activity outdoors which could allow flames or sparks that could result in a fire unless done in an enclosure designed to protect the spread of fire or orders such activities by others.
- (3) A person violates this order if he/she smokes any tobacco or non-tobacco substances, by any method, in and/or on Williamson County Parks, Preserves and Trails, which include the unincorporated areas of the Southwest Regional Park, Berry Springs Park and Preserve, Eastern Williamson County Regional Park, Twin Lakes Park, Champion Park, Brushy Creek Regional Trail, Lake Creek Trail, or River Ranch County Park.

(B) Enforcement:
- (1) Upon notification of a suspected violation of this order, the fire department with jurisdiction for the location of the fire shall respond to the scene and take immediate measures to contain and/or extinguish the fire.
- (2) As soon as possible, a duly commissioned peace officer shall be sent to the scene to investigate the nature of the fire.
- (3) If, in the opinion of the officer on the scene, the goal of this order can be attained by informing the responsible party about the prohibitions established by this order, the officer may, at his or her discretion, request

compliance with it. In such instances, an entry of this notification containing the date, time and place of the warning, along with the name of the party receiving the warning, shall be forwarded to the office of County Judge.

(4) In accordance with Section 352.081 of the Local Government Code, a person who knowingly or intentionally violates this order commits a Class C Misdemeanor, punishable by a fine up to $500.

(C) This order **does not** apply to outdoor burning activities:

(1) related to public health and safety that are authorized by the Texas Commission on Environmental Quality for:

(a) firefighter training;
(b) public utility, natural gas pipeline, or mining operations; or
(c) planting or harvesting of agriculture crops.

(2) that are conducted by a prescribed burn manager certified under Section 153.048, Natural Resources Code, and meet the standards of Section 153.047, Natural Resources Code.

(3) that involve the performance of outdoor combustible operations, including but not limited to, outdoor welding, cutting or grinding operations and outdoor hot works operations, by any person if the operations are performed in compliance with the following requirements creating a controlled environment and safeguards on each day when operations are performed:

(a) Areas where welding, cutting or grinding operations or hot works operations are being performed are free of vegetation for at least twenty-five feet in all directions;
(b) Surfaces around welding or hot works area are wetted down;
(c) Each location where welding, cutting or grinding operations or hot works operations are being performed must have cellular telephone communications for emergency response;
(d) Before beginning any operations, the person performing the welding, cutting or grinding operations or hot works operations must notify the local fire department or Emergency Services District which serves the location where the welding, cutting or grinding operations or hot works operations are planned;
(e) A dedicated fire watch person attends each welder, cutter, grinder, or worker performing hot works operations or any activity that causes a spark;
(f) At least one (1) water pressure fire extinguisher per fire watch person is located within 10 feet of the location where welding, cutting or grinding operations or hot works operations are being performed;
(g) No welding, cutting or grinding operations or hot works operations is allowed on days designated as red flag warning days by the National Weather Service;

(h) If all welding, cutting and grinding operations or hot works operations are performed only in a total welding or hot works enclosure, or "welding box" or "hot works box", that is sufficiently high to control sparks, including a fire retardant cover over the top, the operations must comply with requirements (e), (f), and (g) in this list and is encouraged to comply with requirements (a)-(d) inclusive, if feasible and appropriate, and;
(i) If all welding, cutting and grinding operations or hot works operations are performed only in sub-surface, or "bell hole", welding and grinding operations or hot works operations within approved excavations, the operations must comply with requirements (e), (f), and (g) in this list and is encouraged to comply with requirements (a)-(d) inclusive, if feasible and appropriate.

Be it also ORDERED that the purpose of this order is the mitigation of the public safety hazard posed by wildfires during the current dry weather by curtailing the practice of outdoor burning, which purpose is to be taken into account in any enforcement action based upon this order.

This order shall be effective as of ____:____ __.m on _____ ____, 20___, **and continue until ____:____ __.m on _____ ____, 20___**, or prior to such expiration date if the Williamson County Commissioners Court or the County Judge, if designated by the Commissioners Court, determines that the circumstances present in the unincorporated areas of Williamson County no longer create a public safety hazard that would be exacerbated by outdoor burning, whichever occurs earlier. The Williamson County Commissioners Court may adopt an additional order that takes effect on the expiration of this order if the Williamson County Commissioners Court finds at such time that circumstances then present in all of the unincorporated area of Williamson County continue to create a public safety hazard that would be exacerbated by outdoor burning.

ORDERED THIS _____ DAY OF _____ 20_____.

WILLIAMSON COUNTY COMMISSIONERS COURT

By: _____
As Presiding Officer of the
Williamson County Commissioners Court

Commissioners Court - Regular Session **32.**

Meeting Date: 04/05/2022

eng ag

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 regarding the engagement of the law firm of Bickerstaff Heath Delgado Acosta LLP to represent Bill Gravell, in his official capacity as Williamson County Judge, in the election contest, *Ryan Gallagher v. Bill Gravell*, No. 22-0372-C425 in the 425 District Court of Williamson County, and Williamson County in other legal services assigned or requested, only if the scope of which is confirmed by the Williamson County Commissioners Court or its Office of General Counsel; and exemption of these services from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personal or professional services, as set forth under Tex. Loc. Gov't Code § 262.024(a)(4).

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Heath Engagement - Gallagher

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	03/31/2022 08:33 AM
Form Started By: Hal Hawes		Started On: 03/30/2022 08:34 PM
Final Approval Date: 03/31/2022		

Bickerstaff Heath Delgado Acosta LLP

3711 S. MoPac Expy., Building 1, Suite 300, Austin, Texas 78746

ENGAGEMENT AGREEMENT

This agreement sets forth the standard terms of our engagement as your attorneys. Unless modified in writing by mutual agreement, these terms will be an integral part of our agreement with you. Therefore, we ask that you review this agreement carefully and contact us promptly if you have any questions. Please retain this agreement in your file.

Identity of Client. We will be representing the interests of Bill Gravell, in his official capacity as Williamson County Judge.

Attorneys. Bickerstaff Heath Delgado Acosta LLP is engaged by you as your attorneys, and I, C. Robert Heath, will be the partner who will coordinate and supervise the services we perform on your behalf. We routinely delegate selected responsibilities to other persons in our Firm when, because of special expertise, time availability or other reasons, they are in a better position to carry them out. In addition, we will try, where feasible and appropriate, to delegate tasks to persons who can properly perform them at the least cost to you.

The Scope of Our Work. You should have a clear understanding of the legal services we will provide. We will provide services related only to matters as to which we have been specifically engaged. Although in the future we may from time to time be employed on other matters, our present relationship is limited to representing the above-named client in the matters described in Exhibit A. We will at all times act on your behalf to the best of our ability. Any expressions on our part concerning the outcome of your legal matters are expressions of our best professional judgment, but are not guarantees. Such opinions are necessarily limited by our knowledge of the facts and are based on the state of the law at the time they are expressed. We cannot guarantee the success of any given matter, but we will strive to represent your interests professionally and efficiently.

Fees for Legal Services. Our charges for professional services are customarily based on the time devoted to the matter, the novelty and difficulty of the questions presented, the requisite experience, reputation and skill required to deal with those questions, time limitations imposed by the circumstances, and the amount involved and the results obtained. Unless otherwise indicated in writing, our fees for legal services are determined on the basis of the hourly rates of the respective lawyers and other timekeepers who perform the services. These rates vary depending on the expertise and experience of the individual. We adjust these rates annually, increasing them to reflect experience, expertise, and current economic conditions. We will notify you in writing if this fee structure is modified. The initial agreed billing rates for attorneys and other timekeepers engaged on your work are attached as Exhibit B.

Other Charges. All out-of-pocket expenses (such as copying charges, travel expenses, messenger expenses, filing and other court costs, and the like) incurred by us in connection with our representation of you will be billed to you as a separate item on your statement. A description of the most common expenses is included as Exhibit C and agreed to as part of this agreement.

Billing Procedures and Terms of Payment. Our billing period begins on the 16th of the month and ends on the 15th of the following month. We will render periodic invoices to you for legal services and expenses. We usually mail these periodic invoices on or before the last day of the month following the latest date covered in the statement. Each invoice is due upon receipt, must be paid in U.S. Dollars, and is considered delinquent if not paid in full within 30 days of its stated date. Payment must be made to the Firm at 3711 S. MoPac Expressway, Building One, Suite 300, Austin, Texas, 78746. We will include all information reasonably requested by you on all invoices and will reference any purchase order number provided by you. Payment and interest, if any, will comply with the Prompt Payment Act (Texas Government Code Chapter 2251), if applicable, for any final invoices. If you have any question or disagreement about any invoice that we submit to you for payment, please contact me at your earliest convenience so that we can resolve any problems without delay. Typically, such questions or disagreements can be resolved to the satisfaction of both sides with little inconvenience or formality.

Termination of Services. You have the right at any time to terminate our employment upon written notice to us, and if you do we will immediately cease to render additional services. We reserve the right to discontinue work on pending matters

or terminate our attorney-client relationship with you at any time that payment of your account becomes delinquent, subject to Court approval if necessary. In the event that you fail to follow our advice and counsel, or otherwise fail to cooperate reasonably with us, we reserve the right to withdraw from representing you upon short notice, regardless of the status of your matter. No termination, whether by you or by us, will relieve you of the obligation to pay fees and expenses incurred prior to such termination.

Retention of Documents. Although we generally attempt to retain for a reasonable time copies of most documents in the possession of this Firm related to the matter(s) described in Exhibit A, we are not obligated to do so indefinitely, and we hereby expressly disclaim any responsibility or liability for failure to do so. We generally attempt to furnish copies of all documents and significant correspondence to you at the time they are created or received, and you agree to retain all originals and copies of documents you desire among your own files for future reference. This document serves as notice to you that we will destroy such materials in accordance with the Firm's record retention policy, which may be amended from time to time and a copy of which will be provided at your request. It is our Firm's policy to destroy all copies, whether in paper or electronic form, of materials in connection with the representation seven (7) years after the completion of our work relating to this engagement or the completion of a particular project under this engagement, unless and to the extent an exception recognized in our document retention policy or other legal requirement applies to some or all of the subject materials and requires retention for a longer period of time. The Firm also reserves the discretion to retain its records of pertinent documents relating to its ongoing representation of a client, e.g. in a general counsel capacity. If you would like to obtain copies of materials in the Firm's possession related to this matter prior to the scheduled destruction of the materials, please notify the Firm. Because you will have been furnished with copies of all relevant materials contained in our files during the course of the active phase of our representation, if you later ask us to retrieve and deliver materials contained in a file that has been closed, you agree that we will be entitled to be paid a reasonable charge for the cost of retrieving the file, and identifying, reproducing, and delivering the requested materials to you.

Fee Estimates. We are often requested to estimate the amount of fees and costs likely to be incurred in connection with a particular matter. Our attorneys do their best to estimate fees and expenses for particular matters when asked to do so. However, an estimate is just that, and the fees and expenses required are ultimately a function of many conditions over which we have little or no control, especially in litigation or negotiation situations where the extent of necessary legal services may depend to a significant degree upon the tactics of the opposition. Unless otherwise agreed in writing with respect to a specific matter, all estimates made by us will be subject to your agreement and understanding that such estimates do not constitute maximum or fixed-fee quotations and that the ultimate cost is frequently more or less than the amount estimated.

Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, United States of America, without giving effect to its choice of laws provisions. Venue of any case or controversy arising under or pursuant to this Agreement will be exclusively in Travis County, Texas, United States of America.

Standards of Professionalism and Attorney Complaint Information. Pursuant to rules promulgated by the Texas Supreme Court and the State Bar of Texas, we hereby advise you that the State Bar of Texas investigates and prosecutes complaints of professional misconduct against attorneys licensed in Texas. Information on the grievance procedures is available from the State Bar of Texas, and any questions you have about the disciplinary process should be addressed to the Office of the General Counsel of the State Bar of Texas, which you may call toll free at 1-800-932-1900.

Questions. If you have any questions from time to time about any aspect of our arrangements, please feel free to raise those questions. We want to proceed in our work for you with your clear and satisfactory understanding about every aspect of our billing and payment policies; and we encourage an open and frank discussion of any or all of the matters addressed in this agreement.

Acceptance of Terms. If this arrangement is acceptable to you, please sign the enclosed duplicate original of this agreement and return it and the required retainer to us at your earliest convenience. We truly appreciate the opportunity to be of service to you and look forward to working with you in a mutually beneficial relationship.

AGREED TO AND ACCEPTED

Bill Gravell, in his official capacity
as Williamson County Judge

By:_____

_____
[Printed name]

Title:_____

Date:_____

BICKERSTAFF HEATH DELGADO ACOSTA LLP

By:_____

cc: Billing Department

Exhibit A — Scope of Services

Bickerstaff Heath Delgado Acosta LLP

While we agree that in the future we may from time to time be employed on other matters, this agreement provides that our relationship is limited to representing and counseling you in connection with the following:

- Represent Bill Gravell, in his official capacity as Williamson County Judge, in the election contest, *Ryan Gallagher v. Bill Gravell*, No. 22-0372-C425 in the 425 District Court of Williamson County.
- Other legal services assigned or requested, only if the scope of which is confirmed by you in writing at the time of assignment

Other legal services not assigned or requested, and confirmed in writing, are specifically not within the scope of our representation.

Exhibit B — Billing Rates

Bickerstaff Heath Delgado Acosta LLP

TIMEKEEPER	BILLING RATE
Albright, Stefanie	$345
Arnold, Philip	$330
Caputo, Cobby	$415
Caroom, Doug	$425
Dugat, Bill	$385
Falk, Syd	$440
Gonzalez, Vanessa	$370
Heath, Bob	$480
Katz, Joshua	$355
Kimbrough, Chuck	$325
Maxwell, Susan	$370
Mendez, David	$425
Mendez, Manuel	$425
Rogers, Emily	$370
Russell, Claudia	$370
Seaquist, Gunnar	$355
Than, Catherine	$370
Weller, Steven	$370
Kelley, Kimberly	$225
Miller, Gregory	$305
Robinson, Lori	$300
Delgado, Hector	$425
Legal Assistants/Specialists	$190
McCall, Sherry	$240

Exhibit C—Client Costs Advanced

Bickerstaff Heath Delgado Acosta LLP

The firm incurs expenses on behalf of clients only when required by the legal needs of the clients. Some cases or matters require extensive use of outside copy facilities, and other cases may not be so paper-intensive. Standard services handled within the firm are not charged, and client specific expenses are billed to the client needing those services. An explanation of the billing structure is as follows:

Not Charged

Secretarial and word processing time, routine postage, file setup, file storage, local or ordinary long distance charges, fax charges, and computerized legal research data charges.

Delivery Services

Outside delivery services are used for pickup and delivery of documents to the client as well as to courts, agencies, and opposing parties. Outside delivery fees are charged to the client at the rate charged to the firm. Overnight delivery services are also charged at the rate charged to the firm. Firm Office Services Department personnel may provide delivery service in urgent situations and charges for such in-house service will not exceed the charge that would be made by an outside service in a similar situation.

Postage

Our postal equipment calculates exact U.S. postage for all sizes and weights of posted material. The rate charged for postage is the same as the amount affixed to the material that is mailed. We will not charge clients for postage on routine correspondence; however, the cost of large-volume mail, certified mail, or other additional mail services will be charged to the client.

Copies and Prints

Our standard rate for black and white copies and prints made by firm personnel is $0.15 per page. Color copies and prints are charged at a standard rate of $0.55 per page. These charges cover paper, equipment costs, and other supplies. If savings can be realized within the required time frame by sending copy jobs to subcontractors, the firm uses only qualified legal services copiers and the cost charged to the client is the same as the amount billed to the firm.

Phone Charges

Only charges for conference calls or international calls are charged, and charges are billed at the same amount billed to the firm by the outside provider.

Travel

Attorney and other timekeeper time spent traveling on behalf of a client is billed to the client. Hotel, meals, local transportation, and similar expenses are charged based on receipts and travel expense forms submitted by the attorney. Documentation is available to the client if requested.

Maps

Maps produced in conjunction with a project will be billed at $50 for each 34 x 44 inch map and $20 for each smaller map, plus cost (time fees) for preparation.

Other Expenses

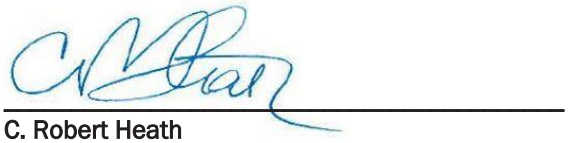
Expenses incurred with outside providers in connection with the client's legal services will be paid by the client directly to the outside provider unless specifically arranged in advance. If the firm agrees to pay outside providers, the cost charged to the client is the same as the amount billed to the firm. Examples of such charges include: court reporter fees, filing fees, newspaper charges for publication notices, expert witness fees, consultants and other similar expenses.

Exhibit D—Verification Required by Texas Government Code Chapter 2270

Bickerstaff Heath Delgado Acosta LLP

By signing below, Bickerstaff Heath Delgado Acosta LLP hereby verifies the following:

1. The Firm does not boycott Israel; and
2. The Firm will not boycott Israel during the term of this Engagement Agreement.

SIGNED BY: 

C. Robert Heath
March 30, 2022

This Verification is incorporated and made a part of the Engagement Agreement between Bickerstaff Heath Delgado Acosta LLP and Judge Gravell, in his official capacity.

Commissioners Court - Regular Session **33.**

Meeting Date: 04/05/2022

FY23 The Purpose Project Grant Resolution

Submitted By: John Pelczar, Juvenile Services

Department: Juvenile Services

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on the approval of The Purpose Project grant resolution for Juvenile Services.

Background

Williamson County Juvenile Services has applied for $16,000.00 in grant funds through the Office of the Governor-Criminal Justice Division. This is the second year the department has applied for this grant. Approval to apply for this grant was received by the Williamson County Commissioners Court on 01/18/2022.

If the grant funding is awarded the department will continue to partner with Catalyst Collective to administer The Purpose Project, a six-week early intervention program that implements Developmental Relationships and SPARKS research into their framework. Through this grant, The Purpose Project will provide one-on-one mentoring to help youth build developmental relationships at home, in their schools and in their community. These relationships will not only support and encourage their goals, but also help identify, nourish, and engage their SPARKS. In doing so, The Purpose Project will assist in diverting youth from entering the Juvenile Justice System.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

FY23 The Purpose Project Resolution

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	03/31/2022 08:32 AM
Form Started By: John Pelczar		Started On: 03/30/2022 04:15 PM
Final Approval Date: 03/31/2022		

THE PURPOSE PROJECT

STATE OF TEXAS
COUNTY OF WILLIAMSON

On this the 5th day of April 2022, a duly called and lawfully convened meeting of the Williamson County Commissioners Court was held in the City of Georgetown, pursuant to the Texas Open Meetings Act. A quorum of the members were present, to wit:

(Insert names of Commissioners Court Members Present)

Bill Gravell	Valerie Covey
Cynthia Long	Terry Cook
Russ Boles	

Where, among other matters, came up for consideration and adoption the following Resolution:

Whereas, the Williamson County Commissioners Court finds it is in the best interest of the citizens of Williamson County, that Williamson County Juvenile Services accept funding for the General Juvenile Justice and Truancy Prevention Program Grant, The Purpose Project, Grant Number 4249102; and

Whereas, the Williamson County Commissioners Court has considered the proposed application for State and Federal Assistance for said project, in the amount of $16,000.00 to be submitted to the Office of the Governor, Criminal Justice Division, Fund JJDP Program; and

Whereas, the Williamson County Commissioners Court agrees in the event of loss or misuse of the Criminal Justice Division funds, the Williamson County Commissioners Court assures that the funds will be returned to the Criminal Justice Division in full; and

Whereas, the Williamson County Commissioners Court has agreed that a designation of the title of an authorized official who is given the power to apply for, accept, reject, alter, or terminate a grant is hereby identified as the Williamson County Judge.

Therefore, Be It Resolved that the Williamson County Commissioners Court approves submission of the grant application for the General Juvenile Justice and Truancy Prevention Program, The Purpose Project, Grant Number 4249102, to the Office of the Governor, Criminal Justice Division.

The foregoing Resolution was lawfully moved by _____, duly seconded by _____, and duly adopted by the Williamson County Commissioners Court on a vote of _____ members for the motion and _____ opposed.

Bill Gravell, Jr.
Printed Name of Williamson County Judge

_____
Signature of Williamson County Judge

April 5, 2022
Date Signed

Commissioners Court - Regular Session **34.**

Meeting Date: 04/05/2022

order authorizing joint election

Submitted For: Chris Davis **Submitted By:** Jenifer Favreau, Elections

Department: Elections

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take any appropriate action regarding the authorization for Williamson County to participate in a joint election with other political subdivisions to be conducted on May 7, 2022.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

joint order

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	03/29/2022 05:28 PM
Form Started By: Jenifer Favreau		Started On: 03/28/2022 11:34 AM
Final Approval Date: 03/29/2022		

ORDER AUTHORIZING
WILLIAMSON COUNTY TO PARTICIPATE IN JOINT ELECTION

On this 5th day of April 2022, the Commissioners Court of Williamson County, Texas, does hereby authorize Williamson County to participate in a joint election with other political subdivisions that order their elections by the date prescribed by the Secretary of State as the final day to order an election, described, as follows:

CITIES
City of Austin
City of Bartlett
City of Cedar Park
City of Florence
City of Georgetown
City of Granger
City of Hutto
City of Liberty Hill
City of Leander
City of Round Rock
City of Taylor
City of Thrall

ISD's
Bartlett ISD
Coupland ISD
Florence ISD
Georgetown ISD
Granger ISD
Hutto ISD
Lexington ISD
Liberty Hill ISD
Pflugerville ISD
Thrall ISD

ESD's
Williamson County ESD No. 8 (Georgetown)

MUD's/SUD's
Fern Bluff MUD
Rancho Cielo MUD
Round Rock MUD No. 1
San Gabriel MUD No. 1
Upper Brushy Creek WCID
Watch Hill MUD
Williamson County MUD No. 12
Williamson County MUD No. 19G
Williamson County MUD No. 19H
Williamson County MUD No. 21

****All entities listed are for Williamson County portion only****

and collectively, including Williamson County, are referred to hereinafter as the "**Participating Authorities**", to each hold an election on May 7, 2022; and;

WHEREAS, each of the Participating Authorities (i) is located partially or entirely within Williamson County, Texas (the "**County**"), and (ii) shares an election precinct with at least one other Participating Entity; and;

WHEREAS, the County has contracted or is contracting with each Participating Entity to conduct and provide election services for such Participating Entity's May 7, 2022, election; and;

WHEREAS, the Participating Authorities all desire to enter into a joint election agreement for the purpose of sharing election equipment, costs, election officials, and polling locations, and election ballots where appropriate; and agree as follows:

The Participating Entities shall enter into a Joint Election Agreement and Contract for Election Services ("**Agreement**") for the conduct of the elections to be held on May 7, 2022.

The Participating Authorities appoint Christopher J. Davis, Williamson County Elections Administrator, to serve as the Early Voting Clerk and the Election Officer for each Participating Entity in order to perform and supervise the duties and responsibilities for the conduct of the May 7, 2022, elections.

Early voting in person and election day voting shall be held in common precincts where appropriate at the dates, times, and locations recommended by the Election Officer and authorized and ordered by the governing body of each Participating Entity.

Issued this the 5th day of April 2022.

_____

Bill Gravell, Jr., County Judge

Commissioners Court - Regular Session **35.**

Meeting Date: 04/05/2022

establish central counting station for May 7, 2022 election

Submitted For: Chris Davis **Submitted By:** Jenifer Favreau, Elections

Department: Elections

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action for establishing the Central Counting Station and appointment of officers to serve at the Central Counting Station for the election to be held on May 7, 2022.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

CCS order

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	03/29/2022 05:29 PM
Form Started By: Jenifer Favreau		Started On: 03/28/2022 11:36 AM
Final Approval Date: 03/29/2022		

ORDER ESTABLISHING CENTRAL COUNTING STATION
JOINT GENERAL AND SPECIAL ELECTIONS
May 7, 2022

On this 5th day of April 2022, the Commissioners Court of Williamson County, Texas, does hereby establish one Central Counting Station for counting the ballots for the Joint General and Special Elections being held on Saturday, May 7, 2022. The Central Counting Station shall be established and organized pursuant to Chapter 127, Subchapter "A," of the Election Code. The Central Counting Station shall be located at the Williamson County Inner Loop Annex, 301 SE Inner Loop, Georgetown, Texas.

The following officers are appointed to serve at the Central Counting Station:

Counting Station Manager:	Christopher J. Davis
Tabulation Supervisor:	Brandon Jenkins
Assistant Tabulation Supervisors:	Peter Bazan, Vikki Farrow, Jenifer Favreau, Yajaira Gonzalez, Susan Langley, Lorraine McKay, Jaime Newton, David Nielsen, Judith Ritchie, Stephen Soto, Julie Wassink, Jennie Wiita employees of ES&S, and other qualified employees (as needed).
Presiding Judge:	Pamela Sherrin
Alternate Presiding Judge:	Mary Griffith

SIGNED this 5th day of April 2022

_____
Bill Gravell, Jr., County Judge

Commissioners Court - Regular Session **36.**

Meeting Date: 04/05/2022

Additional polling locations for May 7, 2022 elections

Submitted For: Chris Davis **Submitted By:** Jenifer Favreau, Elections

Department: Elections

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take any appropriate action regarding the approval of additions to the previously approved early voting polling locations and election day vote centers for the May 7, 2022 Constitutional Amendment and Special Elections of Williamson County.

Background

On March 22, 2022 the Williamson County Commissioner's Court approved early voting and election day vote centers for the May 7, 2022 Constitutional Amendment and Special Elections. After continuing communications with host locations and our contracting entities, the Elections Department is seeking to make the following additions to the previously approved schedule. These additions include the following:

- Early Voting - Florence City Hall, 851 FM 970 (EV dates: Apr 29-30 & May 2-3)
- Early Voting - Taylor City Hall, 400 Porter St (EV dates: Apr 29-30 & May 2-3)
- Election Day - Pat Bryson Municipal Hall, 201 N Brushy St

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

0522 EV and ED sites

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	03/29/2022 05:30 PM
Form Started By: Jenifer Favreau		Started On: 03/29/2022 03:57 PM
Final Approval Date: 03/29/2022		

May 7th Joint, General, and Special Election

As of 3/29/2022 (list subject to change)

Austin
*Anderson Mill Limited District, 11500 El Salido Pkwy
Kelly Reeves Athletic Complex, 10211 W Parmer Ln
Rattan Creek Community Center, 7617 Elkhorn Mountain Trl

Bartlett
*Bartlett City Hall, 140 W Clark St (EV dates: Apr 29-30 & May 2-3)

Cedar Park
*Cedar Park Public Library, 550 Discovery Blvd
*Cedar Park Randalls, 1400 Cypress Creek Rd
Vista Ridge High School, 200 S Vista Ridge Blvd

Florence
*Florence City Hall, 851 FM 970 (EV dates: Apr 29-30 & May 2-3)

Georgetown
*Cowan Creek Amenity Center, 1433 Cool Spring Way
*Georgetown Annex, 100 Wilco Way, HR108
*Georgetown ISD Technology Building, 603 Lakeway Dr
*Georgetown Randalls, 5721 Williams Dr

Granger
*First Baptist Church, 301 E. Mesquite (EV dates: Apr 29-30 & May 2-3)

Hutto
*Wilco Hutto Annex, 321 Ed Schmidt Blvd, Suite 100

Leander
*Leander Public Library Annex, 1011 S. Bagdad Rd
Pat Bryson Municipal Hall, 201 N Brushy St
Rouse High School, 1222 Raider Way
*The Crossover, 1717 Scottsdale Dr

Liberty Hill
*County Annex Building (Over the Hill Gang), 3407 RR 1869
Liberty Hill High School, 16500 W SH 29
Santa Rita Ranch House, 175 Elizabeth Park Blvd

May 7th Joint, General, and Special Election

Round Rock
*Allen R Baca Center, 301 W Bagdad Ave, Building 2
Fern Bluff MUD Community Center, 7320 Wyoming Springs Dr
*Round Rock Randalls, 2051 Gattis School Rd
*Williamson County Jester Annex, 1801 E Old Settlers Blvd

Taylor
*Taylor City Hall, 400 Porter St (EV dates: Apr 29-30 & May 2-3)

Thrall
*****Thrall ISD Admin Building, 201 S Bounds (EV dates: Apr 29-30 & May 2-3)

Limited Ballot location (Early voting only)
100 Wilco way, Georgetown (conference room 105)

Note: * = Early Voting Site

Commissioners Court - Regular Session **37.**

Meeting Date: 04/05/2022

Contract #1612-131 Renewal #3 Payroll Services for Existing Temporary Labor for Elections Admin Evins Personnel fo Elections Department

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on the extension of Contract #1612-131, Renewal #3, for Payroll Services for Existing Temporary Labor for the Elections Administration for the term of April 19, 2022 – April 18, 2023, with Evins Personnel Consultants, Inc.

Background

This is the third renewal period for this contract. The Elections Department requests this renewal and submitted a Vendor Performance Report (VPR) stating the vendor met all county contract requirements. The FY22 funding source is 01.0100.0492.004100, 01.0375.0375.004100, 01.0376.0376.004100 and 01.0377.0377.004100. The department Point of Contact is Jenifer Favreau.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

1612-131 Payroll Services for Temporary Labor for Elections Administration - Renewal 1

1612-131 Payroll Services for Temporary Labor for Elections Administration - Renewal 2

1612-131 Payroll Services for Temporary Labor for Elections Administration - Renewal #3

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	03/31/2022 10:38 AM
County Judge Exec Asst.	Becky Pruitt	03/31/2022 10:40 AM
Form Started By: Kim Chappius		Started On: 03/30/2022 09:20 AM
Final Approval Date: 03/31/2022		

Summary Agreement for Renewal of Williamson County Contract

Purchase/Contract Type:	Services	**Department:**	Elections
Vendor Name:	Evins Personnel Consultants, Inc.		
Vendor Address:	2013 W. Anderson Ln. Austin, TX 78757		
Purpose/Intended Use of Product or Service (summary):			
Payroll Services for Referred and Existing Labor for Elections			
P.O./Contract Number:	1612-131	**Effective Date:**	04/19/2020
Purchaser/Contract Specialist:	Dianne West	**Expiration Date:**	04/18/2021
Requested By:	Jenifer Favreau, Deputy Elections Administrator		

Detailed description of renewal of product and/or service.

- **Williamson County wishes to extend this bid/proposal for the same pricing, terms and conditions as the existing contract.**
- PLEASE INCLUDE THE FOLLOWING:
  - Completed Texas Ethics Commission FORM 1295; AND
  - Renewed Certificate of Insurance
- **Extend Contract for the 1st of four (4) one year renewal option periods:**

Renewal Option Period 1	April 19, 2020 – April 18, 2021
Initial Contract Period	April 19, 2017 – April 18, 2020

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

Vendor Evins Personnel Consultants Inc.

Name JEFF Evins

Title V.P.

Signature

Date 3/28/2020

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

Bill Gravell

Williamson County Judge

Signature Judge Bill Gravell Jr. (Apr 7, 2020)

Date Apr 7, 2020

Summary Agreement for Renewal of Williamson County Contract

Purchase/Contract Type:	Services	**Department:**	Elections
Vendor Name:	Evins Personnel Consultants, Inc.		
Vendor Address:	2013 W. Anderson Ln. Austin, TX 78757		
Purpose/Intended Use of Product or Service (summary):			
Payroll Services for Referred and Existing Labor for Elections			
P.O./Contract Number:	1612-131	**Effective Date:**	04/19/2021
Purchaser/Contract Specialist:	Dianne West	**Expiration Date:**	04/18/2022
Requested By:	Jenifer Favreau, Deputy Elections Administrator		

Detailed description of renewal of product and/or service.

- **Williamson County wishes to extend this bid/proposal for the same pricing, terms and conditions as the existing contract.**
- PLEASE INCLUDE THE FOLLOWING:
  - Completed Texas Ethics Commission FORM 1295; AND
  - Renewed Certificate of Insurance
- **Extend Contract for the 2nd of four (4) one year renewal option periods:**

Renewal Option Period 2	April 19, 2021 – April 18, 2022
Renewal Option Period 1	April 19, 2020 – April 18, 2021
Initial Contract Period	April 19, 2017 – April 18, 2020

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

Vendor Evins Group, LLC

Name Jeff Evins

Title President

Signature _____

Date 3-10-2021

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

Bill Gravell

Williamson County Judge

Signature _____

Date _____

WILLIAMSON COUNTY

Purchasing Department

Summary Agreement for Renewal of Williamson County Contract

Contract Number:	1612-131	**Department:**	Elections
Vendor Name:	Evins Personnel Consultants, Inc		
Purpose/Intended Use of Product or Service (summary):			
Payroll Services for Referred and Existing Labor for Elections			
Type of Contract:	RFP	**Start Date: 4/19/2022**	
Purchasing Contact:	Kim Chappius	**End Date: 4/18/2023**	
Department Contact:	Arlaine Decrevel		

- **Williamson County wishes to extend this bid/proposal for the same pricing, terms, and conditions as the existing contract.**
- PLEASE INCLUDE THE FOLLOWING:
  - COMPLETED 1295 FORM; AND
  - RENEWED INSURANCE CERTIFICATE IF IT WAS REQUIRED IN BID/PROPOSAL.
- **Extend Contract for the 3rd of four (4) one (1) year renewal option periods:**

Renewal Option Period 3	April 19, 2022 – April 18, 2023
Renewal Option Period 2	April 19, 2021 – April 18, 2022
Renewal Option Period 1	April 19, 2020 – April 18, 2021
Initial Contract Period	April 19, 2017 – April 18, 2020

BY SIGNING BELOW, THE PARTIES AGREE TO THE TERMS OF EXTENSION SET FORTH AS STATED ABOVE

Vendor Evins Group LLC dba Evins Personnel Consultants

Name Arlaine Decrevel

Title Chief Executive Officer

Signature Arlaine Decrevel

Date March, 23, 2022

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

Bill Gravell, Jr

Williamson County Judge

Signature _____

Date _____

Commissioners Court - Regular Session **38.**

Meeting Date: 04/05/2022

Award of RFQ #22RFSQ33 Design and Construction Administration for Juvenile Justice Center Addition to to BLGY, In for Facilities Management

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on awarding RFQ #22RFSQ33 Design and Construction Administration for Juvenile Justice Center Addition to BLGY, Inc. and authorizing the execution of the agreement. Funding Source P578 (TANS).

Background

Williamson County issued over 5,500 notifications for this solicitation with 133 document takers. Eight (8) firms submitted responses. Williamson County intends to construct a new 69,000 square foot, two-story addition to the Juvenile Justice Center to house education space, specialized housing, visitation, and recreation facilities. The design will include all utilities, drainage, parking, roadways, landscaping and walkways necessary to complete the project. BLGY, Inc. was selected by the evaluation committee, as the highest rated firm and a contract was negotiated. Treanor HL will be serving as a sub-consultant for this project. The County shall pay Three Hundred Ninety-Three Thousand, Four Hundred Dollars ($393,400.00) as a Basic Fee and a not-to-exceed amount of Eight Thousand Dollars ($8,000.00) for Reimbursable Expenses. Two (2) vendors were found to be unresponsive as listed in the score sheet. Funding Source P578 (TANS). Dale Butler is the point of contact.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Professional Service Agreement

Statement of Qualifications

Scoresheet

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	03/31/2022 11:08 AM
County Judge Exec Asst.	Becky Pruitt	03/31/2022 11:43 AM
Form Started By: Johnny Grimaldo		Started On: 03/29/2022 01:27 PM
Final Approval Date: 03/31/2022		

AGREEMENT FOR DESIGN & ENGINEERING SERVICES

PROJECT: **Juvenile Justice Center Addition** ("Project")

ARCHITECT/ ENGINEER: **BLGY, Inc.** ("A/E")
Sita Lakshminarayan, AIA, ALEP, LEED AP, Vice President
8001 Centre Park Drive, Suite 150
Austin, Texas 78754

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

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

R E C I T A L S

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

WHEREAS, County intends to **construct an addition to the existing Juvenile Justice Center**; and

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

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

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

ARTICLE 1
SCOPE OF AGREEMENT

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

ARTICLE 2
CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS

2.1 Contract Documents.

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

2.2 Existing Information.

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

2.3 Project Documents.

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

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

2.3.2
Americans with Disabilities Act (ADA)

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

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

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

3.1 Non-collusion.

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

3.2 Debarment Certification.

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

3.3 Financial Interest Prohibited.

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

ARTICLE 4
CHARACTER AND SCOPE OF SERVICES

4.1

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

4.2

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

4.2.1

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

4.2.2

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

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

ARTICLE 5
TIME FOR PERFORMANCE

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

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

ARTICLE 6
COMPENSATION AND EXPENSES

6.1 Basic Fee.
For and in consideration of the Basic Services rendered by A/E, County shall pay to A/E up to **Three Hundred Ninety-Three Thousand, Four Hundred Dollars ($ 393,400)** hereinafter called the "Basic Fee".

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

6.2 Expenses.
A/E shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Agreement in accordance with the Williamson County Vendor Reimbursement Policy set forth under **Exhibit D**. Invoices requesting reimbursement for costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice and **must strictly comply with the Williamson County Vendor Reimbursement Policy**. The copies of the provider's invoice must evidence the actual costs billed to A/E without markup. Reimbursable Expenses are in addition to compensation for Basic and Additional Services and must not exceed **Eight Thousand Dollars ($ 8,000)**.

ARTICLE 7
ADDITIONAL SERVICES AND CHARGES

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

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

It is expressly understood and agreed that A/E shall not furnish any Additional Services without the prior written authorization of County by a negotiated Supplemental Agreement. County shall have no obligation to pay for such Additional Services which have been rendered without prior written authorization of County as hereinabove required.

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

8.1 Time of Payment.

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

On or about the last day of each calendar month during the performance of the Basic Services to be provided under this Agreement, A/E shall submit to County working documents in any stage of completion to demonstrate incremental progress of Basic Services and the compensation which is due for percentage completion of Basic Services.

On or about the last day of each calendar month during the performance of the Additional Services to be provided under **Article 7**, A/E shall submit to County working documents in any stage of completion to demonstrate incremental progress of Additional Services under an applicable Supplemental Agreement related thereto, and the compensation which is due for percentage completion of particular Additional Services.

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

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

8.2 Prompt Payment Policy.

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

8.2.1

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

8.2.2

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

8.2.3

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

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

ARTICLE 9
PROJECT TEAM

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

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

County shall have the right, from time to time, to change the County's Designated Representative by giving A/E written notice thereof. With respect to any action, decision, or determination which is to be taken or made by County under this Agreement, the County's Designated Representative

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

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

BLGY, Inc.
Sita Lakshminarayan, AIA, ALEP, LEED AP, Vice President
8001 Centre Park Dr., Suite 150
Austin, Texas 78754

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

ARTICLE 10
NOTICE

Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to County or A/E at the following addresses. If mailed, any notice

or communication shall be deemed to be received **three (3) days** after the date of deposit in the United States Mail. Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:

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

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

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

A/E: BLGY, Inc.
8001 Centre Park Drive, Suite 150
Austin, Texas 78754

Attention: Sita Lakshminarayan
AIA, ALEP, LEED AP, Vice President

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

ARTICLE 11
PROGRESS EVALUATION

A/E shall, from time to time during the progress of the Basic Services and, when applicable, progress of Additional Services, confer with County at County's election. A/E shall prepare and present such information as may be pertinent and necessary, or as may be reasonably requested by County, in order for County to evaluate features of the Basic Services and any applicable Additional Services. At the request of County or A/E, conferences shall be provided at A/E's office, the offices of County, or at other locations designated by County. When requested by County, such conferences shall also include evaluation of the Basic Services and any applicable Additional Services. County may, from time to time, require A/E to appear and provide information to the Williamson County Commissioners Court.

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

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

11.1
Problems, delays, adverse conditions which may materially affect the ability to meet the objectives of this Agreement or preclude the attainment of Project Basic Services and any applicable Additional Services by established time periods; and such disclosure shall be accompanied by statement of actions taken or contemplated, and County assistance needed to resolve the situation, if any; and

11.2
Favorable developments or events which enable meeting goals sooner than anticipated in relation to this Agreement or any applicable Supplemental Agreement.

ARTICLE 12
CHANGES IN COMPLETED BASIC SERVICES

If County deems it necessary to request changes to previously satisfactorily completed Basic Services or parts thereof which involve changes to the original Basic Services or character of Basic Services under this Agreement, then A/E shall make such revisions as requested and as directed by County. Such revisions shall be considered as Additional Services and paid for as specified under **Article 7** and **Article 8**. A/E shall make revisions to Basic Services authorized hereunder as are necessary to correct errors appearing therein, when required to do so by County. No additional compensation shall be due for such Basic Services.

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

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

13.1.1 Submittal.
Reports, plans, surveys, field notes, original drawings, computer tapes, graphic files, tracings, calculations, analyses, reports, specifications, data, sketches and/or schematics prepared by A/E and supporting documents (collectively referred to hereinabove and

hereinafter as the "A/E Work Product(s)"), shall be submitted by A/E on or before the dates specified for completion, as set out in the Production Schedule set forth in **Exhibit C**.

13.1.2 Completion.

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

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

13.1.3 Acceptance.

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

13.1.4 Final Approval.

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

13.2 Revision to A/E Work Product.

A/E shall make, without expense to County, such revisions to A/E Work Product as may be required to correct negligent errors or omissions so A/E Work Product meets the needs of County, but after the approval of A/E Work Product any revisions, additions, or other modifications made at County's request which involve extra services and expenses to A/E shall entitle A/E to additional compensation for such extra services and expenses; provided, however, A/E hereby agrees to perform any necessary corrections to A/E Work Products which are found to be in negligent error or omission as a result of A/E's development of A/E Work Product, at any time, without additional compensation. If it is necessary, due to such error or omission by A/E, to revise any A/E Work Product in order to make the Project constructible, A/E shall do so without additional compensation. In the event of any dispute over the classification of A/E's Work Products as Complete, Accepted, or Approved under this Agreement, the decision of County

shall be final and binding on A/E, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

13.3 Days.

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

13.4 County's Reliance on A/E.

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

ARTICLE 14
SUSPENSION

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

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

ARTICLE 15
VIOLATION OF CONTRACT TERMS/ BREACH OF CONTRACT

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

ARTICLE 16
TERMINATION

This Agreement may be terminated as set forth below.

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

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

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

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

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

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

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

The termination of this Agreement and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of County under this Agreement. If the termination of this Agreement is due to the failure of A/E to fulfill its contractual obligations, then County may take over the Project and prosecute the Basic Services to completion. In such case, A/E shall be liable to County for any additional and reasonable costs incurred by County.

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

ARTICLE 17
USE OF DOCUMENTS

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

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

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

County shall not assign, delegate, sublicense, pledge, or otherwise transfer any permission granted herein to another party without the prior written consent of A/E. However, County shall be permitted to authorize the contractor, subcontractors, and material or equipment suppliers to reproduce applicable portions of A/E Work Products appropriate to and for use in the execution of the Work. Submission or distribution of A/E Work Products to meet official regulatory requirements or for similar purposes in connection with the Project is permitted. Any

unauthorized use of A/E Work Products shall be at County's sole risk and without liability to A/E and its subconsultants.

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

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

ARTICLE 18
PERSONNEL, EQUIPMENT, AND MATERIAL

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

ARTICLE 19
SUBCONTRACTING

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

ARTICLE 20
MODIFICATIONS

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

ARTICLE 21
COMPLIANCE WITH LAWS

21.1 Compliance.

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

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

21.2 Taxes.

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

ARTICLE 22
INDEMNIFICATION

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

A/E FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM A/E'S

FAILURE TO PAY A/E'S EMPLOYEES, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS AGREEMENT BY A/E.

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

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

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

ARTICLE 23
PROFESSIONAL'S RESPONSIBILITIES

A/E shall be responsible for the accuracy of its Professional Services and shall promptly make necessary revisions or corrections to its Work Product resulting from errors, omissions, or

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

ARTICLE 24
PROFESSIONAL'S SEAL

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

ARTICLE 25
INSURANCE

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

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

25.1.1
Worker's Compensation in accordance with statutory requirements.

25.1.2
Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of **$1,000,000** per occurrence and **$2,000,000** in the aggregate.

25.1.3
Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage limits of **$500,000** per occurrence and **$1,000,000** in the aggregate.

25.1.4
Professional Liability Errors and Omissions Insurance in the amount of **$2,000,000** per claim.

25.2 Additional Insureds; Waiver of Subrogation.
County, its directors, officers and employees shall be added as additional insureds under policies listed under (2) and (3) above, and on those policies where County, its directors, officers and employees are additional insureds, such insurance shall be primary; and, any insurance

maintained by County shall be excess and not contribute with it. Such policies shall also include waivers of subrogation in favor of County.

25.3 Premiums and Deductible.

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

25.4 Commencement of Work.

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

25.5 Insurance Company Rating.

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

25.6 Certification of Coverage.

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

25.7 No Arbitration.

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

25.8 Subcontractor/ Subconsultant's Insurance.

Without limiting any of the other obligations or liabilities of A/E, A/E shall require each subcontractor/ subconsultant performing work under this Agreement (to the extent a subcontractor/ subconsultant is allowed by County) to maintain during the term of this Agreement, at the subcontractor/ subconsultant's own expense, the same stipulated minimum

insurance required in this **Article 25** above, including the required provisions and additional policy conditions as shown below in this **Article 25**.

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

25.9 Insurance Policy Endorsements.

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

25.9.1

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

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

25.10.1

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

25.10 Cost of Insurance.

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

ARTICLE 26
SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors, lawful assigns, and legal representatives. A/E may not assign, sublet, or transfer any interest in this Agreement, in whole or in part, by operation of law or otherwise, without obtaining the prior written consent of County.

ARTICLE 27
SEVERABILITY

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

ARTICLE 28
PRIOR AGREEMENTS SUPERSEDED

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

ARTICLE 29
A/E'S ACCOUNTING RECORDS

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

ARTICLE 30
GENERAL PROVISIONS

30.1 Time is of the Essence.

A/E understands and agrees that time is of the essence and that any failure of A/E to complete the Basic Services within the agreed Production Schedule set out in **Exhibit C** may constitute a material breach of this Agreement. A/E shall be fully responsible for its delays or for failures to

use its reasonable efforts in accordance with the terms of this Agreement and A/E's standard of performance as defined herein. Where damage is caused to County due to A/E's negligent failure to perform, County may accordingly withhold, to the extent of such damage, A/E's payments hereunder without waiver of any of County's additional legal rights or remedies.

30.2 Force Majeure.

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

30.3 Enforcement and Venue.

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

30.4 Standard of Performance.

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

30.5 Opinion of Probable Cost.

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

30.6 Opinions and Determinations.

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

30.7 Reports of Accidents.

Within **twenty-four (24) hours** after A/E becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of A/E), whether or not it results from, or involves, any action or failure to act by A/E or any employee or agent of A/E and which arises in any manner from the

performance of this Agreement, A/E shall send a written report of such accident or other event to County, setting forth a full and concise statement of the facts pertaining thereto. A/E shall also immediately send to County a copy of any summons, subpoena, notice, or other documents served upon A/E, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from A/E's performance of work under this Agreement.

30.8 Gender, Number, and Headings.

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

30.9 Construction.

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

30.10 Independent Contractor Relationship.

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

30.11 No Waiver of Immunities.

Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter, to any extent whatsoever, the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

30.12 Texas Public Information Act.

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

30.13 Governing Terms and Conditions.

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

30.14 Appropriation of Funds by County.

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

ARTICLE 31
DISPUTE RESOLUTION

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

ARTICLE 32
EQUAL OPPORTUNITY IN EMPLOYMENT

The parties to this Agreement agree that during the performance of the services under this Agreement they will not discriminate against any employee or applicant for employment because

of race, color, religion, sex, or national origin. The parties to this Agreement will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship.

ARTICLE 33
MERGER

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

ARTICLE 34
PUBLIC CONTACT

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

ARTICLE 35
A/E's REPRESENTATIONS

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

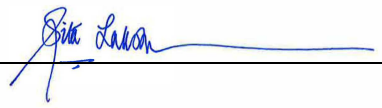
ARTICLE 36
SIGNATORY WARRANTY

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

representations and warranties are made for the purpose of inducing County to enter into this Agreement.

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

A/E:
BLGY, Inc.

By: 
Signature

SITA LAKSHMINARAYAN
Printed Name

VICE PRESIDENT
Title

Date Signed: 03/27/2022

COUNTY:
Williamson County, Texas

By: _____
Signature

_____
Printed Name

_____
Title

Date Signed: _____

EXHIBIT A

SCOPE OF BASIC SERVICES

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

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

These services may include, but are not limited to as-built drawings, programming, architectural, structural, civil, mechanical, plumbing, electrical, hazardous materials, IT and security, landscape and irrigation, cost estimates and construction administration, master planning, facility condition assessment, forensic investigations, real estate evaluations, and specialized studies and analyses as agreed to by County and A/E.

GENERAL REQUIREMENTS

Design Criteria. A/E shall prepare all work in accordance with the latest version of applicable County's procedures, specifications, manuals, guidelines, standard drawings, and standard specifications. A/E shall prepare each Plans, Specifications, and Estimates (PS&E) package in a form suitable for letting through County's construction contract bidding and awarding process.

Right-of-Entry and Coordination. A/E shall notify County and secure permission to enter private property to perform any surveying, environmental, engineering or geotechnical activities needed off County property. In pursuance of County's policy with the general public, A/E shall not commit acts which would result in damages to private property, and A/E shall make every effort to comply with the wishes and address the concerns of affected private property owners. A/E shall contact each property owner prior to any entry onto the owner's property and shall request concurrence from County prior to each entry.

A/E shall notify County and coordinate with adjacent A/Es on all controls at project interfaces.

A/E shall prepare each exhibit necessary for approval by each utility, and other governmental or regulatory agency in compliance with the applicable format and guidelines required by each entity and as approved by County. A/E shall notify County in writing prior to beginning any services on any outside agency's exhibit.

Progress Reporting. A/E shall submit monthly (at a minimum) a progress status e-mail to County's Project Manager (PM) regardless of whether A/E is invoicing for that month.

A/E shall prepare and maintain a design and estimated construction schedule in a format reasonably acceptable to County during project phases prior to the Construction Administration Phase. A/E shall schedule milestone submittals per Exhibit C – *Production Schedule*. Contractor shall prepare and maintain a construction schedule in Gantt chart format during the project Construction Administration Phase through the Close-out Phase.

Within **thirty (30) days** of completion of construction of the project, A/E shall deliver all electronic files in formats reasonably acceptable to County.

Final payment is contingent upon County's receipt and confirmation by County's PM that the electronic files function and are formatted in accordance with the Agreement and all review comments are addressed.

A/E shall prepare a letter of transmittal to accompany each document submittal to County. At a minimum, the letter of transmittal must include County's project name, Agreement and Work Authorization numbers, as well as facility name and address.

Coordination. A/E shall coordinate issues through County's PM. County will communicate, in writing, resolution of issues and provide A/E direction through County's PM.

Level of Effort. A/E shall base the level of effort at each phase on the prior work developed in earlier phases without unnecessary repetition or re-study.

Quality Assurance (QA) and Quality Control (QC). A/E shall provide peer review at all levels. For each deliverable, A/E shall maintain evidence of A/E's internal review and mark-up of that deliverable as preparation for submittal. When internal mark-ups are requested by County in advance, County, at its sole discretion, may reject the deliverable should A/E fail to provide the evidence of internal mark-ups. A/E shall clearly label each document submitted for quality assurance as an internal mark-up document.

A/E shall perform QA and QC on all consultant products (when applicable to the project) prior to delivery to County. If, during the course of reviewing a submittal, it becomes apparent to County that the submittal contains unreasonable errors, omissions, or inconsistencies, County may cease its review and immediately return the submittal for appropriate action by A/E.

A submittal returned to A/E for this reason is not a submittal for purposes of the submission schedule. Rejected submittals shall neither impact the overall deadline of the Project nor the review period allotted to County officials. A/E shall provide an updated schedule showing interim submission date changes to make-up for any lost time. A/E shall not submit an invoice until County accepts the submittal as reasonably complete.

Organization of Plan Sheets. The PS&E package shall be complete and organized in a manner

that is suitable for the bidding and awarding of a construction contract.

Naming of Electronic Project Files and Organization of Design Project Folders. A/E shall use succinct and understandable file names including project name, file content, date created (i.e. "Project Name_SD PLANS_year.month.day"). A/E shall maintain files in an organized folder structure that is readily understandable to outside users to facilitate communication and minimize complications in project close-out.

SCOPE OF WORK:

Williamson County Juvenile Justice Center
200 Wilco Way
Georgetown, TX 78676
P578

Based upon the approximate construction budget of $28,000,000 and the County bringing onboard a CMAR soon after Phase 1, Schematic Design Services will include assessment of the existing building, validation of the County's initial program assumptions, prioritizing the facility's greatest needs and concluding with conceptual design concepts. Schematic Design deliverables will also include a conceptual cost estimate.

Our experienced and talented team will help navigate the following challenges we see-

- Addition and renovation to a secure, occupied juvenile facility
- Complex site challenges including flood plain and site circulation

Additionally, the Justice expertise of Treanor HL will bring specific value-added efforts to the project as follows-

- Validating programming to reinforce trauma-informed, normative design philosophy
- Illustrating flexible programming and treatment spaces to support the facility needs
- Illustrating national trends in juvenile justice center design
- Conforming with the Texas Juvenile Justice Standards 2
- Developing design concepts that transform the Williamson County Juvenile system

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

Phase I - SCHEMATIC DESIGN - 30% Program, Plans, Outline Specifications and Estimate

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

A. Investigate site/facility and verify known existing or available utility locations.

B. Review International Building Code (IBC), ASHRAE 90.1, ASHRAE 62.1, International Mechanical Code (IMC), National Electric Code (NEC), International Energy Conservation Code (IECC), and any other applicable codes and ordinances.

C. Advise County of any changes, additions, or corrections to the preliminary program, plans, specifications, and budget.

D. Provide deliverables in accordance with County's Design Submittal Guidelines.

EXHIBIT B

FEE SCHEDULE

This schedule indicates fees by Phase of the Basic Fee:		**$**	**393,400**	100%
18%	**BLGY**	**$**	**71,400**	
54%	**TreanorHL**	**$**	**214,200**	
14%	**Sunland Group**	**$**	**55,700**	
4%	**Datum Engineers**	**$**	**14,000**	
4%	**Hendrix Consulting Engineers (HCE)**	**$**	**15,000**	
2%	**Latta Tech**	**$**	**8,500**	
2%	**Engineered Exteriors**	**$**	**9,600**	
1%	**AC/GM**	**$**	**5,000**	

Phase I - SCHEMATIC DESIGN	**$**	**393,400**	100%
BLGY	$	71,400	
TreanorHL	$	214,200	
Sunland Group	$	55,700	
Datum Engineers	$	14,000	
Hendrix Consulting Engineers (HCE)	$	15,000	
Latta Tech	$	8,500	
Engineered Exteriors	$	9,600	
AC/GM	$	5,000	

EXHIBIT C

PRODUCTION SCHEDULE

A/E agrees to complete the professional design services called for in **Exhibit A** of this Agreement within **Seven Hundred Thirty (730) calendar days** from the date of this Agreement.

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

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

Agreement Execution Date	**04/05/22**
Phase I - SCHEMATIC DESIGN	
Preliminary Scope and Budget analysis deliverables	04/19/22
30% Plans, Specifications and Estimate deliverables	06/03/22
Agreement Termination Date	**04/04/24**

EXHIBIT D

WILLIAMSON COUNTY VENDOR REIMBURSEMENT POLICY

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

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

1. Invoices and Affidavits

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

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

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

2. Travel Reimbursement

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

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

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

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

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

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

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

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

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

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

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

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

3. Meals

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

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

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

3.4 County will not reimburse for alcoholic beverages.

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

3.6 No meals purchased for entertainment purposes will be allowed.

3.7 Meal reimbursement must be substantiated with a hotel receipt.

4. Lodging

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

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

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

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

5. Airfare

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

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

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

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

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

6. Car Rental

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

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

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

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

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

6.6 Insurance purchased when renting vehicle may also be reimbursed.

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

7. Personal Car Usage

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

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

7.2.1 Date

7.2.2 Destination

7.2.3 Purpose

7.2.4 Name of traveler(s)

7.2.5 Correspondence that verifies business purpose of the expense

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

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

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

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

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

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

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

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

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

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

8. Other Expenses

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

9. Repayment of Non-reimbursable Expenses

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

10. Non-Reimbursable Expenses

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

10.1 Alcoholic beverages/tobacco products

10.2 Personal phone calls

10.3 Laundry service

10.4 Valet service (excludes hotel valet)

10.5 Movie rentals

10.6 Damage to personal items

10.7 Flowers/plants

10.8 Greeting cards

10.9 Fines and/or penalties

10.10 Entertainment, personal clothing, personal sundries, and service

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

10.12 Upgrades to airfare, hotel and/or car rental

10.13 Airport parking above the most affordable rate available

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

10.15 Auto repairs

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

10.17 Saunas, massages, or exercise facilities

10.18 Credit card delinquency fees or service fees

10.19 Doctor bills, prescription and other medical services

10.20 Hand tools

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

10.22 Office Supplies

10.23 Lifetime memberships to any association

10.24 Donations to other entities

10.25 Any items that could be construed as campaigning

10.26 Community outreach items exceeding $2 per item

10.27 Technology Fees

10.28 Sales tax on goods purchased

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

EXHIBIT E

DEBARMENT CERTIFICATION

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

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

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

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

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

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

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

BLGY, Inc.

Signature of Certifying Official

SITA LAKSHMINARAYAN
Printed Name of Certifying Official

VICE PRESIDENT
Title of Certifying Official

03/23/2022
Date

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

* federal, state, or local

SUBSCRIBED and sworn to before me, the undersigned authority, by SITA LAKSHMINARAYAN (Signatory Name) the VICE PRESIDENT (Signatory Title) of BLGY, INC. (Entity Name), on behalf of said firm.

LUCINDA HAGLER
Notary Public, State of Texas
Comm. Expires 11-19-2024
Notary ID 132791610

Notary Public in and for the
State of Texas

My commission expires: 11-19-2024

EXHIBIT F

CERTIFICATES OF INSURANCE

A/E and Subconsultant Certificates of Insurance attached:

1 TRANSMITTAL LETTER

November 12, 2021

Johnny Grimaldo
Senior Purchasing Coordinator
100 Wilco Way, Suite P101
Georgetown, Texas 78626
johnny.grimaldo@wilco.org

Re: RFQ for Design and Construction Administration Services for Williamson County Juvenile Justice Center Addition

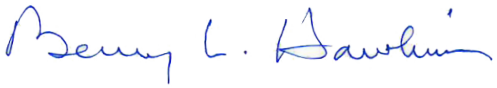
Dear Mr. Grimaldo,

BLGY is very excited that funds have been obtained to proceed with improvements planned for Williamson County Juvenile Justice Center and would like very much to receive opportunity to provide architectural/engineering (A/E) services. Your vision for the Juvenile Justice Facility will be transformational for not only the youth of Williamson County, but the entire community. We know that our team has the ability and qualifications to walk with you and bring this vision to reality. Our strengths include:

- Strong passion for enabling versatile benefits to students – and **all** stakeholders.
- Diligent, innovative A/E performance on WILCO projects – **regardless** of project size.
- Exceptional juvenile justice subconsultant, **TreanorHL** – recognized **nationwide**.
- No errors and omissions claims – for **decades**
- BLGY President pre-BLGY public career – **directed** 100's of millions $$$ of improvements.

It has been a pleasure to provide A/E services to WILCO to date wherein BLGY has truly felt honored to have been selected to accomplish the wide variety of assignments awarded. We commit to continue our professional efforts to meet needs and expectations in talented, pleasing fashion if provided opportunity to do so, which we would like very much to receive.

Thank you,



Benny L. Hawkins, AIA, President, CEO
Company Name: BLGY Architecture
Physical Mailing Address: 8001 Centre Park Drive, Suite 150
Austin, TX 78754
Email and Phone of Contact: BennyLHawkins@BLGY.com / 512.977.0390 office
TBAE Number: BR918

2 ORGANIZATIONAL CHART

WILLIAMSON COUNTY
1848

TEAM LEADERSHIP

SITA LAKSHMINARAYAN
AIA, ALEP, LEED AP BD+C
Principal-In-Charge
Education Leader

BLGY

ANDREW PITTS
AIA, LEED BD+C, OAA
Principal-in-Charge
Juvenile Justice Leader

TreanorHL

DESIGN

BRODY HARRIS, RA, NCARB
Project Manager

BLGY

JAMES SANBORN
BIM Manager

BLGY

GWEN GIGOUS, AIA
Project Architect

TreanorHL

DEEPALI SHAH
Production Technician

BLGY

MARK RYAN, AIA
Juvenile Justice Designer

TreanorHL

SUBCONSULTANTS

MEP Engineer **HCE**	Structural Engineer **DATUM**	Civil Engineer **SUNLAND GROUP**	Landscape Architect **COVEY LANDSCAPE**
Security **LATTATECH**	Technology **TRUE NORTH (TNCG)**	Acoustics **BAi**	Envelope **ENGINEERED EXTERIORS**

** Please see pages 19 – 35 for subconsultant names and resumes.*

We recognize the county will provide a majority of the Security and Technology services. We have included consultants that may serve as a design reference to assist in the project.

3 PROCESSES

Description of the design and construction processes proposed for this facility.

> **…the deeper kids go into the juvenile justice system – and the tighter the security in which they're detained – the less likely it is that they will ever be rehabilitated."**
>
> **- Youth Advocacy Programs, Inc.**

We keep this quote from Youth Advocacy Programs, Inc. at the forefront of our minds. It certainly speaks to an operational philosophy, but for us it also speaks about the power of architecture and the built environment. We are keenly focused on the positive potential of environments to aid in the process of treatment and rehabilitation of the youth in your community. This focus extends to both the kids in your care – their need, and flexibility – as well as your staff. We never forget that in many ways the true long-term residents are the staff, and they too need to be excited about coming to work every day and feel valued and stimulated to accomplish their best work. We are passionate about this realm of the possible and making a meaningful contribution.

Trauma-Informed Design. Major sources of childhood trauma are adverse childhood experiences, or ACEs. The Centers for Disease Control defines ACEs as all types of abuse, neglect, and other potentially traumatic experiences that occur to people under the age of 18. Examples of ACEs include exposure to physical, emotional, or sexual abuse; physical and emotional neglect; witnessing violence, serious mental illness, or substance misuse in the home, poverty and related stressors, systemic racism and related violence and discrimination, poor health, involvement with child welfare and juvenile justice systems and collective adversities such as the coronavirus pandemic. Children and Adolescents who experience trauma through life circumstances or events often have difficulty with attention, memory

3 PROCESSES

and learning as well as regulating their emotions. Spaces and programs designed for resilience would benefit from addressing social equity, safety and justice. Personalization, flexibility, collaboration and community connection must also be considered as vital design principles for trauma-informed design solutions.

A juvenile treatment and detention center is more than an adult detention center with different colors or materials. While they must be durable, safe facilities with plenty of security designed in, the feel must be less institutional and more familiar. Attention to natural light, program spaces for education, recreation, and counseling, and a calming environment can be successfully incorporated into a facility with flexibility for classification, clear sight lines, proper sound and sight separation, and the level of security needed for individuals with more serious offense histories.

Williamson County Children's Advocacy Center

Every Building Implies a Community. All values of a culture reside in the buildings and space that it creates, at specific times in history. The architecture and landscape should be harmonized to enable the transformation from an isolated depressing environment to a campus that is in, and of, a supportive and restorative community. Brain science research is consistently confirming what humans have intuitively always known: spending time in nature is vital to health, healing and calming the mind. The design should weave together green spaces and pathways to increase the number of outdoor destinations for the youth and staff for healing and respite.

Transformation + Change. Juvenile justice agencies are increasingly incorporating evidence-based practices and research on the effects of trauma on youth to plan, design and build new juvenile facilities and systems of care. Trauma-informed systems of care meant to restore and rehabilitate should:

- Protect privacy needs by creating calming spaces to reduce anxiety, fear and anger,
- Eliminate intimidating, elevated platforms that place staff above residents,
- Engage a resident's family and community,
- Bring abundant borrowed or natural daylight into housing areas to promote well-being,
- Provide views of nature,
- Employ the least restrictive methods necessary to ensure rehabilitation,
- Promote positive development interventions,
- Deliver a comprehensive system of care, and
- Include multipurpose complexes that fill gaps and increase access to crisis intervention services for all parties involved.
- Include multipurpose complexes that fill gaps and increase access to crisis intervention services for all parties involved.

Collaborative Environment

These projects are never accomplished in isolation, they require commitment and teamwork. Collaboration with our clients, and with each other, is central to the practices of BLGY Architecture & TreanorHL. We are firms formed on the principles of PROCESS, COLLABORATION, and IMPACT. With equal amounts creative and pragmatic, we explore the prospect of 'what if' but always filter it through the lens of budget, time and project goals. Strong bonds and relationships are forged by collaborating to build extraordinary places that serve the combined needs of the users, the client, and the community.

3 PROCESSES

Our process begins with a dialogue—we listen first. We engage with you to unlock untapped ideas and build consensus around a meaningful vision. We unlock innovation by balancing expertise with a belief in the power of imagination—in which anything is possible. We re-think a question: shake it up, turn it on its head, tear it down, and build it back up again–to breathe in new air; the oxygen of inspiration and innovation. Through a variety of formal methodologies, we help organizations expose and explore untapped ideas with meaning across complex organizations—to stretch beyond standard, compartmentalized thinking.

Design Creativity and Innovation

> **We are what we repeatedly do. Excellence, then, is not an act, but a habit."**

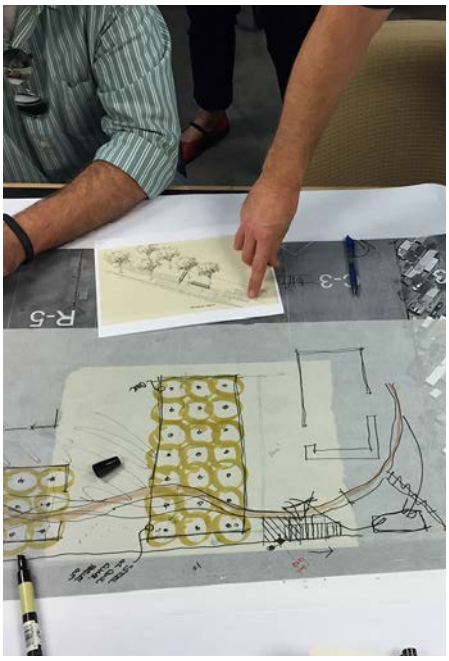
We try to practice excellence in everything we do, daily. We see holistic design as the marriage of the pragmatic and the poetic. These facilities absolutely need to be safe and secure, they require optimal sight lines, need to take into account durability and long-term maintenance, but they also need to transcend functional basics in order to create environments that are inspiring and conducive to learning and growing.

We are dealing with a captive audience, why not create environments that engage them and stimulate them?

We often see innovation is small ways, simple ideas with the potential to be profound.

Communication + Engagement

Effective communication is required for a truly innovative, integrated process. Our team starts every meeting with a review of the project goals, so they always stay top-of-mind. We will continually communicate and manage our sub-consultants to ensure we are coming up with groundbreaking solutions and the best possible design outcomes.



Listening and engaging in conversation are two different things. The design process is a two-way conversation focused on solving the challenges and opportunities associated with the Williamson County Juvenile Justice Center and actively engaging the stakeholders to get involved through user group meetings, design sessions, tours, and visioning and goal-setting sessions.

We "put the pencil in your hand" because we find that the best designs are driven by the stakeholders. With our guidance and years of expertise, we will lead the team of stakeholders to ensure that expectations are met. The final design and aesthetics will be the right fit for Williamson County. To keep the stakeholders, elected officials and the community updated at all project stages, from conceptual design through to construction, we use a wide range of actions, processes, and tools, including:

3 PROCESSES

- **Stakeholder Meetings:** We use focus groups, charrettes (workshops), and meetings to understand the collective wants, needs, hopes, and dreams of all the stakeholders.
- **3D Visualization:** We translate ideas and concepts gained at stakeholder meetings into a shared vision. Through site imagery, modeling, and 3-D renderings, we communicate plans at additional design meetings and solicit more input. 3D tools also maximize quality control.
- **Community and User Group Meetings:** Community meetings are often held at design milestones to solicit feedback and answer any questions or concerns about the project's progress. User groups, consisting of staff from juvenile as well as other county departments, also assist our team with making decisions and provide input during the planning and design process

Value of a Facility Programming Study and Concept Design

To understand the potential solutions for your juvenile facility we must first understand the program requirements. A programming review will provide you with an understanding of your space needs and will inform the design when developing a plan to facilitate the remodel and addition to this building.

To ensure functional facilities for your team, it is essential to understand all aspects of the operations, county departments, security, and an efficient work environment. The development of this programming document will guide the county and the stakeholders in determining the extent of the work and the correct locations for each program area. Additionally, the facility programming and resulting concept design will provide the county with a framework for a vision, understanding of facility upgrades, and phasing plans to ultimately achieve a secure and functioning facility for staff, juveniles and the public.

Project Design

Once priorities have been set and consensus established, the core design team will conduct a series of workshops with all stakeholder groups to develop a concept and final design for organizing the major building components. These workshops will conclude with diagrams and drawings that the design team will analyze for:

Site: A site concept will allow for appropriate circulation around the property. Separation of vehicular circulation between staff, the public, law enforcement and deliveries is imperative and zoning the site to ensure all areas of future development can be maximized and effective outdoor space is realized.

Security: Security perimeter zones will be established, and traffic patterns identified for juvenile, staff and public circulation. Juvenile facilities need to be

3 PROCESSES

cognizant of the security while not portraying a typical "jail look." Developing internal courtyards allows the building to act as the secure perimeter eliminating the need for imposing fences and razor wire.

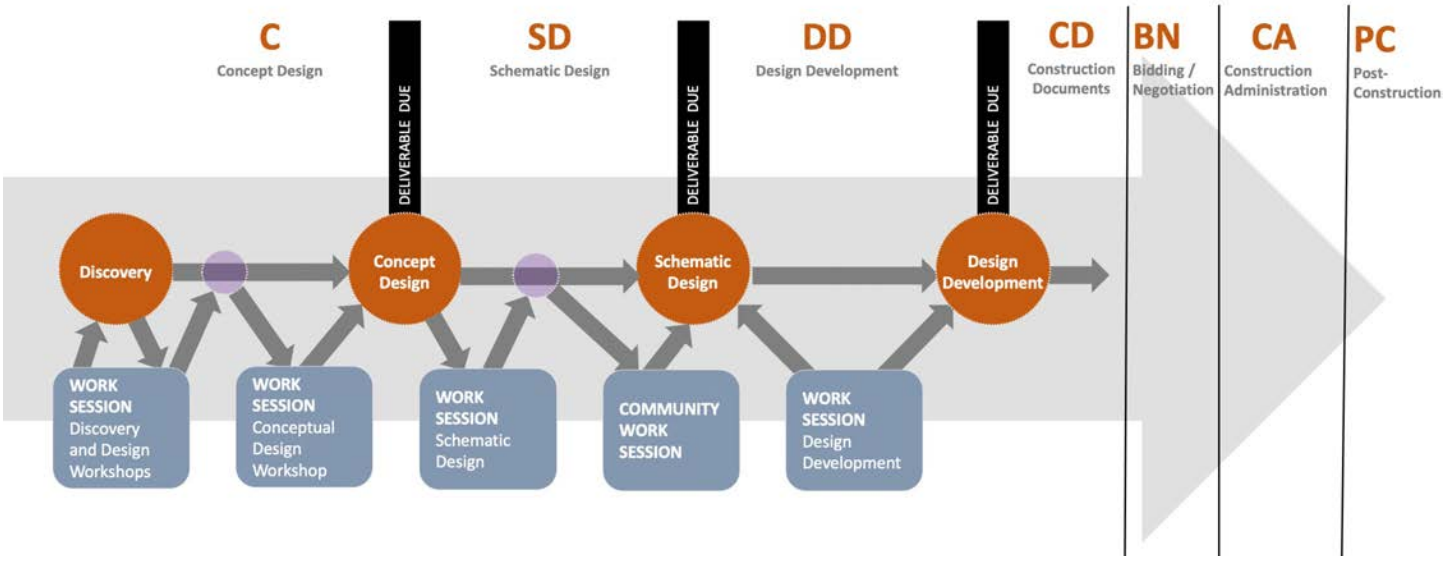
Size & Cost: Cost estimates will be determined early and verified throughout design. Costs will be controlled by managing growth of the scope. These costs will include construction costs, project costs, and future operational costs.

Building Systems: Structural and mechanical systems are designed to ensure efficiencies and budget conformance. As a 24/7/365 facility, the type of mechanical systems is critical to the long term success of the project.

Construction Phasing: Plans will be developed to allow continued operations during construction and minimize the construction footprint. As a secure facility required to remain operational throughout the construction, we will develop life safety and security plans for each construction phase.

Teaming & Project Schedule

The BLGY+ TreanorHL team will work together seamlessly throughout the design and project delivery process. TreanorHL as Juvenile Justice Expert will lead the Discovery Process, Conceptual Design Workshops and Work Sessions leading up to the Schematic Design. BLGY as Prime Consultant and Education Expert will be a partner through all the workshops bringing subject matter expertise to discussions related to the educational component of the facility. Simultaneously, BLGY will examine envelope options, project budget, product research and specification. BLGY's role as local architect will increase as the project progresses through Design Development, Construction Documents and Construction Administration. TreanorHL will visit the project site a few times during the Construction Administration Phase to ensure that design expectations are being met, with BLGY leading the Construction Administration Phase. BLGY's history with Williamson County and familiarity with the County facilities' processes and preferences learned over several County projects in the past six years, will effectively bolster and augment TreanorHL's expertise and success with designing Juvenile Justice Centers throughout the Country. No other competitor owns this advantage. Moreover, with the commitment to youth education, rehabilitation, mentoring and life skill development upheld as core values within both BLGY Architecture and TreanorHL, we are confident that Williamson County's vision for the Juvenile Justice Center Expansion will be entrusted with the right team - OURS!



3 PROCESSES

Brazos County Juvenile Justice Center Expansion

TREANORHL

BRYAN, TEXAS

As in many states, the pendulum of the Texas juvenile justice system has swung from the days of "three strikes" and scaring youth offenders straight, to trauma-informed, restorative justice practices. This, along with changes in age requirements for juvenile offenders, required Brazos County to review their existing facility and their future needs. Collectively, the stakeholders desired to address juvenile detention requirements with an evidence-based design model.

TreanorHL completed a feasibility study and master plan for the expansion to the existing facility addressing additional housing, new intake and medical facility, educational areas, and support spaces. The vision centered on a trauma-inspired facility that supported the youth from the moment they entered the facility to the support network once the have left.

The facility houses 32 additional youth in four 8-bed housing unit. Three of the units house youth in single bedrooms with direct access to exterior recreation and outdoor areas, a multi-purpose room, and an abundance of natural light. The fourth unit is a multi-person housing unit in a dormitory setting. Each bedroom has a large window designed to allow abundant natural light but controlled views to comply with PREA standards. A central courtyard, secured by the buildings and not a security fence, provide passive and active outdoors activities.

SIZE
Total Facility: 82,200 SF
New Const.: 32,000 SF
Renovation: 21,000 SF

COST
$17,399,000

COMPLETION
June 2021

REFERENCE
Charles Wendt
Purchasing Agent
cwendt@brazoscountytx.gov
979.361.4292

Linda Ricketson
Director, Brazos County Juvenile Services Department
lricketson@brazoscountytx.gov
979.823.3544

3 PROCESSES

Racine County Youth Development and Care Center

TREANORHL

RACINE, WISCONSIN

Initiated through a State grant program, this 70,000 square foot facility is envisioned as a completely new model trauma-inspired, education focused, treatment and youth care facility to serve Racine County as well as seven of the surrounding counties. In addition to public functions and the juvenile courtroom, the new campus with include education, gymnasium, learning kitchen and dining, visitation, a medical/dental clinic all organized around a central courtyard/quad space that serves multiple roles of outdoor recreation, open-air classroom, extended dining, activity and education space.

SIZE
70,000 SF

COST
$42,000,000

COMPLETION
2022

REFERENCE
Kristin Latus
Deputy Director,
Human Services
Racine County
262.636.3774
kristin.latus@racinecounty.com

3 PROCESSES

Wyandotte County Juvenile Justice Center

TREANORHL

KANSAS CITY, KANSAS

The Unified Government of Wyandotte County and Kansas City, Kansas worked with the team of TreanorHL, HOK, and CGL to complete a Jail Needs Assessment and Feasibility Study to review their current facilities in 2015. From this study, a multi-phase master plan was developed to address the needs determined in the study. The first phase of the master plan was to construct a new Juvenile Service Center to house juvenile detention, non-detention juvenile programs, and family courts across the street to the north of the existing jail and adjacent to the existing family court building.

The project site is located in downtown Kansas City, Kansas, just west of Highway 69 on the northeast corner of Ann Avenue and Allis Court. The site includes a 1.24 acre City owned parcel that is currently an existing parking lot, and to the west half an acre (0.5) of a 2.04 acre County owned parcel, on which the Wyandotte County Correctional and Court Services Building is located.

The building is three stories with the lowest level containing the detention housing and support spaces; the second level being the main public entry along with non-detention program space and office support spaces; and the third level housing the courts and court support spaces.

SIZE
35,000 SF

COST
$26,300,000

COMPLETION
2020

REFERENCE
Sheriff Don Ash
913.573.5040
dash@wycokck.org

Terri Broadus, Juvenile Administrator with the Unified Government of Wyandotte County
tbroadus@wycokck.org
913.573.2865

3 PROCESSES

Jasper County Juvenile Services Center

JOPLIN, MISSOURI

TREANORHL

The old Jasper County Juvenile Hall was closed by the fire marshal as unfit for it use in 2015. Completed in 2019, the new Jasper County Juvenile Center is more of a resource and intervention center than detention center. This youth-focused facility is a key urban intervention, open and available to the community. With an approach that prioritizes alternative education, the center provides treatment and diversionary programs whenever possible, accommodates detention needs when necessary, with both elements linked by the core services provided by the judiciary and administration.

Each space and programmatic element is organized around one of two interior courtyards—one for education and alternative programs, the other serving detention operations—providing natural light for each activity and function throughout. In its formal expression, the design attempts to balance civic presence, community connection and the fundamental desire for positive youthful development. Safety and security are the common mandates for these facilities. The vision was to make a facility safe and secure while simultaneously transcending those basic foundations in an attempt to embody a larger aspirational vision.

The design of the facility allows court and juvenile officials to combine services into one facility, therefore eliminating the need for families to traverse through complicated service delivery systems. This service delivery model is extremely effective because the building is a “one-stop-shop” that includes detention, administration offices, courts and programs/education spaces, in addition to detention. Program spaces are flexible allowing schools to provide educational services during the day, while resource providers deliver in-house treatment, counseling, and other therapeutic interventions at night. The design and function of the facility has resonated within their community, resulting in citizens volunteering to help troubled youth. A win for the kids; a win for the community.

SIZE
30,000 SF

COST
$8,825,622

Completion
2019

REFERENCE
Erik Theis
Court Administrator
417.625.4310
erik.theis@courts.mo.gov

3 PROCESSES

Next Generation Juvenile Campus

TREANORHL

TECUMSEH, OK

The Central Oklahoma Juvenile Center campus has been in use as a juvenile facility since 1919. The Oklahoma Office of Juvenile Affairs (OJA) desired a new therapeutic environment to house males and females in a modernized facility. While many renovations and additions have occurred over the years, the facilities no longer sufficiently support the needs of the youth or staff. OJA initiated a project to create a therapeutic community by modernizing the existing campus and building new, normalized juvenile housing.

The 144 youth will be housed in nine cottages; each cottage housing 16 individuals in private bedrooms. Each cottage includes a living room, dining area, staff offices, counseling and multi-purpose room and a secure outdoor courtyard. All but one of the male cottages will be minimum security, allowing youth to freely move within the facility. Each cottage provides a trauma-inspired housing and living setting to allow a normative environment. Youth will have access to an abundance of natural light, views to the exterior, and the ability to express their feelings on chalk walls.

The intake and medical facility continues the trauma-inspired design philosophy. Our team designed the intake area (or the front door for incoming youth,) to respond in a similar manner as the housing cottages. Natural light, color, and natural materials provide a more welcoming environment to reduce anxiety and stress as youth arrives to the facility. The building is also home to the campus medical clinic and mental health staff. The design is intended to provide a healthier place for staff to work as well as improve the ability to provide therapeutic places for youth to heal and learn.

SIZE
9 housing cottages
Mens Cottages: 8,070 GSF
Womens Cottages: 10,050 GSF
Intake / Medical: 17,200 GSF

COST
$46,000,000 Budgeted

COMPLETION
2021

REFERENCE
Terry Smith, Next Generation Facility Coordinator
405.530.2820
terry.smith@oja.ok.gov

4 AVAILABILITY OF TEAM

Information regarding the Availability of Project Manager, task leads and relevant staff

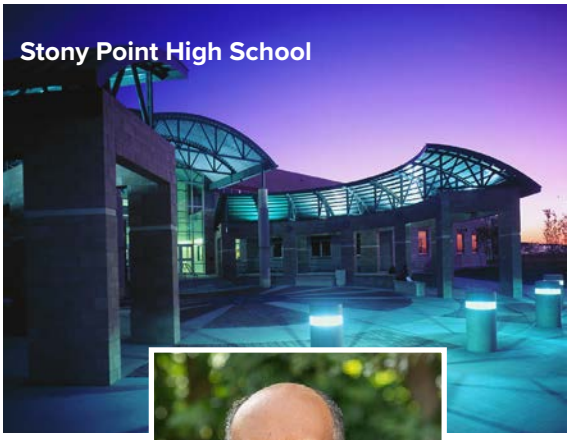
	WILCO Juvenile Justice Center Addition	WILCO Children's Advocacy Center	Round Rock ISD Spicewood Elementary School Renovations	Austin Community College (ACC) Cypress Creek Roof Renovations	Austin Water Parking Garage Renovations	Nueces Power Equipment Warehouse	Business Development/ Marketing
SITA LAKSHMINARAYAN	35	10	15	15	10	5	10
BRODY HARRIS	40	20	_	10	15	15	_
JAMES SANBORN	50	20	10	_	10	10	_
DEEPALI SHAH	50	_	_	_	_	_	_

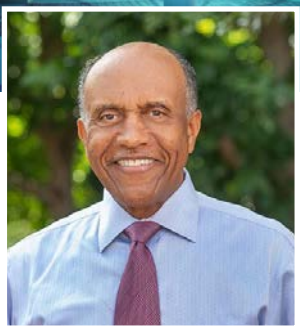
	WILCO TX Juvenile Justice Center Addition	Williamson County, TN Juvenile Justice Center Addition	Midland. TX County Juvenile Study	Racine County, WI Juvenile
ANDY PITTS	25	15	10	5
GWEN GIGOUS	20	20	10	10
MARK RYAN	10	30	_	15

"The idea is to address the root of the cause instead of simply treating symptoms. Through an education- based, rehabilitative focus, we are taking a more proactive approach through mental-health programs, life skills, behavioral treatment, mentoring programs, community engagement, and much more. This facility will allow us to provide the programing required in a more normal setting."

Linda Ricketson,
Executive Director of
Brazos County Juvenile Service

5 RESUMES





BENNY L. HAWKINS, AIA, NCARB

Project Executive

EDUCATION
Bachelor of Architecture
University of Texas at Austin

PROFESSIONAL REGISTRATION
Registered Architect
Texas #5486

Registered Interior Designer, Texas No. 1280

National Council of Architectural Registration Boards (NCARB) Certification #39775

American Institute of Architects

Mr. Hawkins has enjoyed participation in decades of successful A-E project delivery assignments in his half-century career that includes 15 years of construction management roles within the Austin Independent School District and the City of Austin wherein he was Manager, Office of Facilities Planning & Construction in the latter. While with the City his duties included airport interior upgrade and major roofing replacements without disruption to on-going operations. His school district successes as Executive Director of Construction Management included his opening of eight (8) new school campuses within same calendar year.

At BLGY, Mr. Hawkins particularly capitalizes upon his lessons learned in his public service career wherein he was accountable for working with many design and construction professionals to deliver a vast variety of quality built environments on time and within budget. He relies upon that knowledge to establish BLGY team performance at a level that he knows will enable client appreciation of services and desire to rehire BLGY should need for further assistance arise.

Staff meetings and other internal communications regularly occur to optimize benefit from capitalizing upon Mr. Hawkins' vast knowledge gained from hard knocks personal experience particularly with public agencies to assure deserved project success and client satisfaction.

5 RESUMES

WILCO CAC

Blazier Intermediate

SITA LAKSHMINARAYAN, AIA, ALEP, LEED AP BD + C

Principal-in-Charge

Sita has provided design leadership for several multimillion-dollar public projects during her long tenure with BLGY. As Principal-in-Charge, she will be the lead point of contact and responsible for overall team management. She will guide and inform the design process to ensure that all planning and design goals are preserved. Sita has over 27 years of experience in the industry and brings both seasoned expertise and passion for serving community-based projects. As a LEED Accredited Professional, she believes that to be truly sustainable, all public facilities must be outgrowth of their community, designed to be environmentally responsible, and flexible to adapt to longer-term changes in technology and building program. BLGY's Managing Principal, Sita Lakshminarayan, AIA, ALEP, LEED AP, is one of less than 200 Accredited Learning Environment Planners worldwide. The ALEP designation reflects commitment to the highest standards and best practices in Education Planning and Design.

EDUCATION

Accredited Learning Environment Planner,
Advanced Academy for Learning Spaces

Master of Architecture
University of Texas at Arlington

Master of Fine Arts
Bachelor of Fine Arts,
University of Madras, India

PROFESSIONAL REGISTRATION

Registered Architect
Texas #18802

LEED AP (BD+C), #70955

AFFILIATIONS

Past President, CTX Chapter Association for Learning Environments (A4LE)

Board Member, Southern Region Foundation, Association for Learning Environments (A4LE)

RELEVANT EXPERIENCE

- Williamson County Children's Advocacy Center
- Kyle Public Library, City of Kyle
- Manor City Hall, City of Manor
- Blazier Intermediate School, Austin ISD
- Joe Lee Johnson Elementary School, Round Rock ISD
- Shadow Glen Elementary School, Manor ISD
- Guerrero Thompson Elementary School, Austin ISD
- Rudder High School, Bryan ISD
- Teague Intermediate School, Teague ISD
- Odom Elementary School Addition/Renovations, Austin ISD
- Chisholm Trail Middle School Addition/Renovations, Round Rock ISD
- Stephen F Austin High School Addition/Renovations, Austin ISD

5 RESUMES

TREANORHL

ANDY PITTS, AIA LEED BD+C, OAA

Principal-in-Charge/Project Manager

For over 20 years, Andy has been involved extensively with managing justice related projects for cities and counties. He brings experience, knowledge and lessons learned from each project to your facility as well as leadership and communication skills, ensuring that each design decision is in line with project scope and desired outcomes. His expertise is in providing viable options that meet the specific needs of each client and exceed the standards of the industry.

EDUCATION

Master of Architectural Management
Bachelor of Architecture
University of Kansas

PROFESSIONAL REGISTRATION

Registered Architect:
Texas 24324
+16 States

ASSOCIATIONS

American Institute of Architects
Academy of Architects for Justice
USGBC

RELEVANT EXPERIENCE

- Williamson County, TN Juvenile Justice Center
- Brazos County Juvenile Justice Center Expansion Bryan, TX
- Midland County Barbara Culver Juvenile Justice Center Midland County, TX
- Racine County Secure Residential Care Center for Children and Youth Racine, WI
- Jasper County Juvenile Services Center Joplin, MO
- Wyandotte County Juvenile Services Center Kansas City, KS
- Oklahoma Next Generation Residential Youth Facility Tecumseh, OK
- Johnson County Youth & Family Services Center Olathe, KS
- Lynchburg Juvenile Services Group Home Lynchburg, VA
- Woodside Juvenile Rehabilitation Center Essex, VT
- South Carolina Department of Juvenile Justice Facility Renovations Columbia, SC
- Brazos County Adult Jail Renovation & Expansion Bryan, TX
- Brazos County Courthouse Security Upgrades Bryan, TX
- Jefferson County Facilities Needs Assessment Jefferson County, MO
- West Richland Law Enforcement Center West Richland, WA
- Ellis County Law Enforcement & Courts Needs Assessment & Expansion Hays, KS
- Adams County Community Corrections Center Adams County, CO
- Delta Law Enforcement Needs Assessment and Masterplan Delta, CO

5 RESUMES

WILCO EMS Training Facility

WILCO EMS Training Facility

BRODY HARRIS, RA, NCARB

Project Manager

Brody Harris has more than 25 years of experience in the construction industry, past 14 being in architectural firms. During this time, he has worked on various types of projects, including higher education facilities, city halls, libraries, government buildings, K-12, office space, retail and commercial buildings.

Brody served as the project manager and architect for the $25 million WILCO North Campus project. His fluent management of a large team of consultants over multiple campus building and successful navigation through technical issues during design and construction was largely responsible for a successful project and repeat work from a satisfied client.

EDUCATION

Master of Architecture College of Architecture and Urban Planning
University of Washington

Bachelor of Architecture
College of Architecture and Urban Planning
University of Washington

PROFESSIONAL REGISTRATION

Registered Architect
Texas #26890

National Council of Architectural Registration Boards (NCARB)
Certification #89691

RELEVANT EXPERIENCE

- Williamson County Children's Advocacy Center Addition
- Williamson County Facilities Storage Building
- Williamson County Sign Shop
- Williamson County North Campus Fueling Facility
- City of Austin Relay Department
- Williamson County Wireless Comm Building
- Williamson County Vehicle Inspection facility
- Williamson County EMS Training Center
- Williamson County Central Maintenance Facility
- Brident Dental locations from New Mexico to Texas*
- Jefferson County Library *
- Friends of Youth*

**Denotes experience prior to employment at BLGY*

5 RESUMES

TREANORHL

GWEN GIGOUS, AIA

Project Architect

With 17 years of design experience, Gwen focuses on juvenile, detention, corrections and law enforcement facilities. She has participated in the design of 28 justice facility projects and served as project manager for 12 since joining TreanorHL in 2013. Gwen has managed design teams ranging from large, complex teams with upwards of 10 engineering and specialty consultants to small teams comprised of just TreanorHL staff.

EDUCATION
Bachelor of Architecture
University of Kansas

PROFESSIONAL REGISTRATION
Registered Architect: Kansas

ASSOCIATIONS
American Institute of Architects

RELEVANT EXPERIENCE

- Williamson County, TN Juvenile Justice Center
- Brazos County Juvenile Justice Center Expansion Bryan, TX
- Midland County Barbara Culver Juvenile Justice Center Midland County, TX
- Brazos County Adult Jail Renovation & Expansion Bryan, TX
- Brazos County Courthouse Security Upgrades Bryan, TX
- Jasper County Juvenile Services Center Joplin, MO
- Wyandotte County Juvenile Center Wyandotte County, KS
- Racine County Secure Residential Care Center for Children and Youth Racine, WI
- Greene County Detention Center & Sheriff's Office Springfield, MO
- Paulding County Law Enforcement Center & Sheriff's Office Dallas, GA
- Thomas County Justice Center Colby, KS
- Blue Springs Public Safety Center Blue Springs, MO
- Ellis County Law Enforcement & Courts Needs Assessment & Expansion Hays, KS
- Johnson County Downtown Courthouse Olathe, KS
- Gardner Justice Center Gardner, KS
- Moffat County Courthouse and Government Center Craig, CO
- Pottawatomie County Sheriff's Department, Master Plan and Courthouse Westmoreland, KS
- West Richland Law Enforcement Center West Richland, WA
- Jasper County Jail Joplin, MO
- Adams County Community Corrections Center Adams County, CO
- Kansas City Police North Patrol Station Kansas City, MO

5 RESUMES

TREANORHL

MARK RYAN, AIA

Juvenile Justice Designer

Mark believes in the experiential power of architecture. He believes that through thoughtful planning and design, architecture can play a powerful role in helping to shape positive outcomes. Known for strategic thinking and creative problem solving, his portfolio contains a diverse array of award winning projects that help reimagine how we work, learn, and play, and how we engage our communities. In a span of just 10 years, Mark's juvenile specific work has been recognized by the AIA's Academy of Architecture for Justice three different times.

EDUCATION

Master of Architecture
Architectural Assoc. School of Architecture
London, England

Bachelor of Architecture
University of Cincinnati College of Design, Architecture Art and Planning

PROFESSIONAL REGISTRATION

Registered Architect: Arizona

ASSOCIATIONS

2019 AIA AZ Architects Medal Recipient
Arizona State University
Adjunct Professor, 2004 to present
American Institute of Architects
AIA Phoenix Metro Chapter
President 2016
Board Member 2013-2018
AIA Arizona State Chapter
President
Board Member 2014 to present

RELEVANT EXPERIENCE

- Williamson County, TN Juvenile Justice Center
- Tarrant County Juvenile Justice Center Expansion* Fort Worth, TX
- Jasper County Juvenile Justice Center Joplin, MO
- Racine County Youth Development and Care Center Racine, WI
- Sacramento County Juvenile Hall Expansion* Sacramento, CA
- Idaho Adolescent Psychiatric Treatment Center* Boise, ID
- Johnson County Youth and Family Services Center Olathe, KS
- San Francisco Youth Guidance Center* San Francisco, CA
- Warren E Thornton Youth Center* Sacramento, CA
- Santa Clara County Juvenile Strategic Plan* San Jose, CA
- RE-JUV Temporary Juvenile Holding Facility* Parker, AZ
- Duck Valley Juvenile Services Center* Owyhee, NV
- Ridgeview Academy* Aurora, CO
- Colorado River Indian Tribes Juvenile Facility* Parker, AZ
- Sonoma County Juvenile Justice Center* Santa Rosa, CA
- San Joaquin County Juvenile Hall Expansion* French Camp, CA
- Contra Costa County Juvenile Hall* Martinez, CA
- Lane County Juvenile Justice Center* Eugene, OR
- Apache County Juvenile Detention Facility* St. Johns, AZ
- Victoria Youth Justice Project* Melbourne, Australia
- Northern Territory Youth Training* Darwin and Alice Springs, Australia

**Denotes experience prior to employment at TreanorHL*

5 RESUMES

JAMES SANBORN

BIM Manager

James Sanborn has more than 26 years of experience in the architectural field. He has worked on a multitude of diverse projects, including **k-12 schools, universities, and private and public sector projects** including community centers, high-rise retail/residential, water treatment plants, and county facilities. Mr. Sanborn is extremely knowledgeable of CAD and has honed his skills with Revit and Lumion to create **3d graphic renderings** and videos, serving as **BLGY's BIM expert.** As BIM Manager, James **maintains standards for all the projects**, as well as educate others in the software as per needed. He manages and keeps all the software up to date and ensure all the employees have the software they need to complete their task, as well as the upkeep of the office computers and any technical issues.

EDUCATION

A.A.S. Drafting & Design Technology
Temple Junior College 1981 (Dean's List)

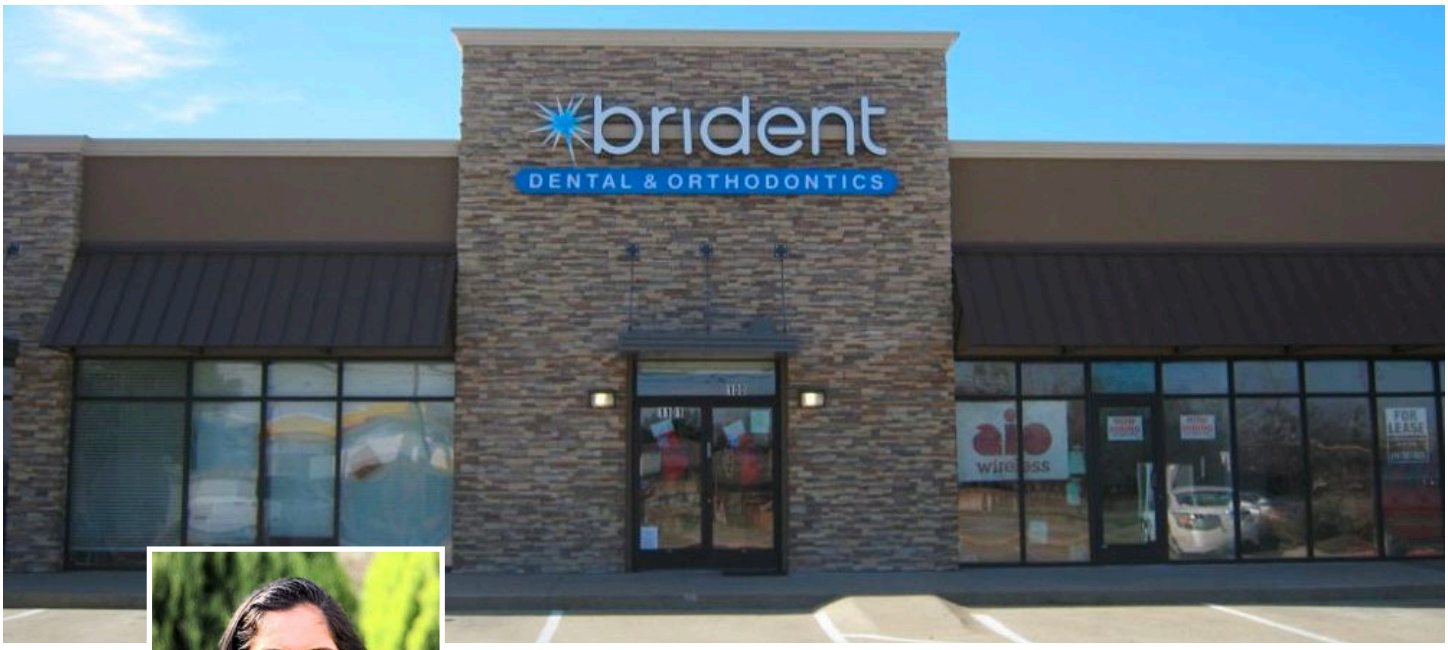
PROFESSIONAL CERTIFICATIONS

Autodesk Certified Professional in Revit for Architectural Design, 2021

RELEVANT EXPERIENCE

- Williamson County Justice Center Remodel
- Williamson County Juvenile Justice Center Expansion Master Planning
- Williamson County Children's Advocacy Center Addition
- Williamson County North Campus Facilities,
- City of Austin Public Safety Training Center
- Austin Energy Kramer Building Relay Renovation
- City of Austin Town Lake Garage Remodel
- City of Manor City Hall
- City of Kyle Library
- City of Austin Four EMS Additions
- City of Austin Montopolis Youth Sports Complex
- City of Austin New Drinking Water Laboratory
- City of Austin Grandma Camacho Youth Activity Building
- City of Austin Deep Eddy EMS Station

5 RESUMES



DEEPALI SHAH

Production Technician

Deepali Shah has over 10 years of experience in the architectural field in all project phases from conceptual design to construction administration. She has worked on a multitude of diverse projects internationally and locally. Shah is detail-oriented, attentive, and a dedicated team member with an insatiable desire to learn.

RELEVANT EXPERIENCE

- Cingular Wireless Stores in Texas, Arkansas and Colorado.*
- AT&T Stores in Texas, Oklahoma, Arkansas, Arizona, Colorado, * New Mexico,Missouri, Massachusetts and New Jersey*
- Brident Dental from Texas to California*
- Western Dental from Texas to California*
- Zumiez Stores from Texas to California*

**Denotes experience prior to employment at BLGY*

EDUCATION

Courses and professional practice
School of Architecture
University of Texas at Austin

Bachelor of Architecture
Rizvi College of Architecture,
University of Bombay - India

AFFILIATIONS

National Council of
Architectural Registration Boards

Candidate for ARE

BYRON J. HENDRIX, PE, CEA, LEED AP

Principal

Byron Hendrix has twenty-six years' experience at HCE, and has successfully completed over 1200 projects since 2004 as a Professional Engineer. Byron has been designing Williamson County projects for the past 26 years as a part of the HCE team. His responsibilities for this project will include design and layout of lighting, power distribution, building power monitoring systems and building/facilities assessments. Additional responsibilities include research and development into new energy efficient design techniques, including cost analysis of systems and products, energy analysis and energy auditing.

EDUCATION

Bachelor of Science
Architectural Engineering
University of Texas at Austin

Master of Science
Mechanical Engineering
University of Texas at Austin

PROFESSIONAL REGISTRATION

Professional Engineer
Texas #94813

LEED AP

Certified Energy Auditor
CEA, 2010

TEMA

RELEVANT EXPERIENCE

- Williamson County Tax Office Remodel
- Williamson County Justice Center
- Williamson County Inner Loop Annex
- Williamson County North Campus Facility
- Williamson County Tax Office
- Williamson County Maintenance Building
- Williamson County Sheriff's Office Training Center
- Williamson County ESD #2
- Williamson County Cedar Park Tax Office
- Williamson County Precinct 1 Annex
- Williamson County Expo Center, Pavilion, RV Park & East Concessions
- Williamson County Child Advocacy Center
- Williamson County EMS Medic
- Williamson County CTTC Renovation
- City of Georgetown Police Facility/Public Safety
- City of Georgetown Fire Station #2
- City of Georgetown Public Safety - Firing Range
- City of Georgetown Art Museum
- City of Georgetown Gary Park
- City of Lampasas City Hall Renovations
- City of Lampasas Wastewater Shop
- City of Pflugerville Fire Station Administration Offices
- City of Pflugerville Field Operations/Public Works
- City of Pflugerville Justice Center Plumbing
- City of Pflugerville Gilleland Pool Equipment Replacement

CRAIG HARRIS

Project Manager

Project management, business development and client/project coordination and controls system commissioning. Commissioning of mechanical systems and controls to insure they are operating according to design intent. Responsible for design of mechanical and plumbing systems for new and renovations projects for educational (K through 12), detention, industrial and commercial buildings. Craig has extensive experience in field investigation of existing systems, which is an asset for HVAC equipment replacement projects. He has been designing Williamson County projects for the past 25 years as a part of the HCE team. Additional experience includes teaching HVAC Service at Austin Community College from 1983-1984.

EDUCATION

Texas State Technical Institute

PROFESSIONAL REGISTRATION

State of Texas HVAC and Refrigeration - Class A License

RELEVANT EXPERIENCE

- Williamson County Courthouse Renovation
- Williamson County Annex
- Williamson County Juvenile Justice Center
- Williamson County Jail
- Williamson County Jail (Booking)
- Williamson County Jail (CSI)
- Williamson County North Campus Facility
- Williamson County Cedar Park Tax Office
- Williamson County NCF Sign Shop
- Williamson County Sheriff's Office Training Center
- Williamson County Taylor Health Clinic
- Williamson County Juvenile Jail - HVAC C/O
- City of Round Rock Police Station
- City of Round Rock City Hall
- Travis County ESD #2
- Bastrop County ESD #2
- Fort Bend County Jail
- Denton County Jail
- North Austin Police Substation
- City of Manor City Hall
- Navarro County Courthouse

DATUM ENGINEERS

LUKE NELSON, PE

Structural Principal-in-Charge

Luke joined Datum in 2003 and became a Principal in 2017 in recognition of his outstanding performance and leadership inside and outside the firm. He currently serves as the Managing Principal of Datum's Austin office. Luke manages some of Austin's most important projects for key clients, and his project credits include the new Austin Central Library, multiple corporate office buildings, healthcare projects, and several large parking structures. Clients appreciate his can-do attitude and team success approach.

EDUCATION

Bachelor of Science
Civil Engineering
University of Tennessee

Master of Science Engineering
University of Texas at Austin

REGISTRATION AND AFFILIATIONS

Professional Engineer
Texas #98643

Young Men's Business League

American Inst. of Steel Construction

Leadership Austin - Emerge Class 2013

Real Estate Council of Austin

Structural Engineers Assoc. of Texas

2007 SEAoT Austin Membership Dir.

RELEVANT EXPERIENCE

- **Williamson County Sheriff's Training Facility, Georgetown, TX**
  Structural Project Manager for a 23,400 sq. ft. training center includes classrooms, physical defense training area, locker rooms, weight training room, offices, recruiting office, break room, laundry room, driving simulation room, weapons simulation training room, garage space for specialized police tactical vehicles, armory and ammunition storage.
- **New Central Library, Austin, TX**
  Structural Project Manager for 150,000 sq. ft. city hall with 800 foot pedestrian tunnel, 3 levels, 275,000 sq. ft., 750 car underground parking garage.
- **Travis County ESD No. 2, Pflugerville, TX**
  Structural Project Engineer for a 2-story classroom building and administration building.
- **Round Rock Fire Station No. 2, Round Rock, TX**
  Project Engineer for a 3-bay, 2-story, 7,000 sq. ft. station.
- **Lower Colorado River Authority Dalchau Service Center, Austin, TX**
  Structural Project Manager for a new 3-story, 85,000 sq. ft. administration and services center building on the Dalchau campus.
- **TXDOT Stassney Campus, Austin, TX**
  Principal-in-Charge for a new campus includes 5-story, 425,344 sq. ft. office, 131,250 sq. ft. warehouse, 84,134 sq. ft. materials lab, radio & signal testing lab, 13,094 sq. ft. central plant, and a 6-level, 539,300 sq. ft parking garage for 1,581 cars.
- **Rosenberg Library Renovation, Galveston, TX**
  Structural Project Manager for the restoration of historic 3-story Rosenberg Library, originally built in 1902.

DATUM ENGINEERS

PAUL WARFIELD, PE

Structural Project Manager

Since joining Datum in 2005, Paul has gained experience working on variety of structural projects, including office, residential, K-12 and higher education work. He has also worked on many complex and multi-phased renovation projects. Paul spent two years (2007-2008) working for the internationally renowned structural firm in their Paris headquarters while he lived abroad. Paul returned to the U.S. and Datum in January 2009, and has since become a licensed PE and Project Manager.

EDUCATION

Bachelor of Science
Civil Engineering
Georgia Institute of Technology

Master of Science
Structural Engineering
University of Texas

REGISTRATION AND AFFILIATIONS

Professional Engineer
TX #106376

Association for Learning Environments

RELEVANT EXPERIENCE

- **City of Austin Public Safety Training Facility, Austin, TX**
  Structural Project Engineer for campus improvements include renovations and additions to the apd classroom building, APD gym building/new classroom building, APD storage building, pistol range building, 3 new canopies for the pistol range, exterior classroom buildings, 25,000 sq. ft. rifle/pistol range canopy, a new urban disaster village control building and a new urban disaster village bum building.
- **Travis County New Commissioner's Court, Austin, TX**
  Structural Project Engineer for renovation of Lavaca Building for new County Commissioner's Court and Offices.
- **Texas A&M University Commons Building Renovation and Addition, College Station, TX**
  Structural Project manager for an extensive renovation to the existing commons building. Includes raised clerestory roof, second floor 60' x 80' opening, grand stair, new entry, new mechanical system, and new kitchen. Phased construction for continuous operation. 2 stories, 84,000 sq. ft. renovation, 8,000 sq. ft. new construction
- **University of Texas Welch Hall West Renovation, Austin, TX**
  Structural Project Manager for a comprehensive renovation of the 1978 wing of Welch Hall, encompassing roughly 270,000 sq. ft. New mechanical penthouses were added at the roof to facilitate the complete HVAC and interior renovation for modern chemistry teaching and research. Several sloped auditorium floors were reconfigured, overbuilt, or flattened. Through collaboration, investigation, and analysis, we were able to greatly limit the amount of strengthening needed to accommodate the new loads.

BRANDY WATER, PE, VMA

President

Brandy Waters, Sunland Group President, is an experienced Project Manager and Civil Engineer with experience in design, master planning, site coordination, and platting for single family developments, commercial projects and medical facilities throughout Central Texas. Her experience is on projects located within the Cities of San Marcos, Lakeway, Georgetown and Cedar Park, and she has a full understanding of the design and permitting requirements for new construction.

EDUCATION

Bachelor of Science
Civil Engineering
University of Houston

REGISTRATIONS AND AFFILIATIONS

Professional Engineer
TX #117029
Value Methodology Associate
(VMA) No. 201912029
American Society of Civil Engineers
Construction Institute
Environmental Water Resources Institute
Engineers Without Borders - USA
Society of American Military Engineers
U.S. Green Building Council LEED Certified A.P.

RELEVANT EXPERIENCE

- **Coach America/Kerrville Bus Company; San Antonio Texas**
  Responsible for the civil site design, preparation and production of construction documents. Coordinated with the City of San Antonio to acquire both site and building permits. Developed parking layout to optimize circulation patterns and maximize parking. Researched environmental regulation to ensure site compliance. Consolidated and rerouted existing utilities.
- **On-site Structural Inspector, City of Austin Public Works Cesar Chavez 2-Way Conversion; Austin Texas**
  Ensured the proper installation of the drilled pier and geo pier foundations. Supervised the construction of the Mechanically Stabilized Earth (MSE) wall with the limestone façade. Worked closely with the City's project manager, the design team, and the general contractor. Maintained a daily log detailing construction activity. Supervised various testing as required by project specifications Rajasthan Area Development
- **SAWS Jeffery St. Reconstruction; San Antonio, Texas**
  Assisted with the design of public water and wastewater lines. Developed temporary traffic control plan for the public works project. Preformed field checks of project sites or survey areas to verify survey results or features. Assisted with the preparation of the storm water pollution prevention plans. Design phase responsibilities included participating in the preparation of plans, specifications and an estimated cost of construction.
- C**ity Street Maintenance Water & Sewer Replacement, San Antonio, Texas** Sunland is providing civil engineering services for the design phase and construction phase of waterline and sanitary sewer replacement. The project is the replacement of approx. 750 LF of 6" with new 8" water mains and approx. 615 LF of 12" sewer mains on Jeffrey Street from North Navidad to Sabina Streets.

5 RESUMES

Sunland GROUP

JOEL BOCK, PE, LI

Project Manger

Joel Bock is an experienced Project Manager and civil engineer with experience in design, master planning, site coordination, and platting for medical facilities throughout Central Texas. He has extensive experience on projects located within the City of Austin and Travis County, and has a full understanding of the design and permitting requirements for new construction as well as renovation projects. His experience includes schools, daycares, and administration/office facilities, as well as parks and churches throughout Central Texas.

EDUCATION

Bachelor of Science
Agricultural Engineering
University of Wisconsin-Madison

REGISTRATIONS AND AFFILIATIONS

Professional Engineer: TX 98441
Registered Sanitarian: TX RS4107
Licensed Irrigator: TX LI11652

CONTINUING EDUCATION/TRAINING

Texas Commission on Environmental Quality (TCEQ), Texas OSSF Site Evaluator Training

TCEQ, Texas Landscape Irrigator Training

TCEQ, EPA Phase II Construction and MS4 Stormwater Permits

RELEVANT EXPERIENCE

- **Project Manager, Texas Facilities Commission, Site Services Engineering Phase II Capitol Complex, Austin, TX**
  Joel is the Project Manager providing professional Site Service Engineer (SSE) pre-design and pre-construction services for the Texas Facilities Commission's Capitol Complex Phase Two Project, for two new state office buildings, associated parking structures, and extension of pedestrian mall ("Capitol Mall") within the Capitol Complex in Austin, Texas.
- **Senior Planner/Engineering Manager, The Preparatory School Childcare Facility, Bee Cave, TX (2014 – 2017)**
  Joel provided Master Planning, final platting, and PDD zoning variance coordination for this 12,900 SF, $3.5M childcare facility. The school consists of classrooms and play rooms for children ranging in age from infants to pre-school. It also contains spaces for elementary-aged children to participate in after-school activities and provides summer camps. Joel worked with all appropriate local agencies and obtained Lake Travis Fire and Rescue approvals, Edwards Aquifer Contributing Zone design and approvals, West Travis County Public Utility Agency (water/wastewater provider) approvals. He also developed the site plan, bus service drop-off lane and traffic flow plan, and all civil engineering design.
- **Senior Planner/Engineering Manager, Sunset Canyon Baptist Church Family Life Center Expansion, Dripping Springs, TX (2017 – 2018)**
  Joel provided master planning, site plan coordination, and civil engineering design for the school's largest expansion in 15 years. The $2M expansion included a new building along with the supporting drop-off lanes and parking for meeting spaces, offices, daycare rooms, a gym, and new playscape area.

TRAVIS CROW, PLA
Design Principal

With over 14 years in the professional practice of landscape architecture, Travis has gained notoriety for his skill in conceptual design and visioning. This skill has allowed him to be a part of many large-scale landscape architecture and planning projects ranging from master planned communities to downtown master plans.

This experience propelled Travis to become a leader in design and planning for the cities and towns of the Central Texas area. Large or small, these projects positively impact communities and make them a better place to live, work, and play. These positive impacts include: improved connectivity, expanded open space, enhanced arts and culture, improved safety, and bolstered economic impact. With intentions of planning efforts of becoming reality, Travis is aware of the feasibility and constructability of the visions and designs he creates.

With an ability to work efficiently and seamlessly with other disciplines, Travis has been involved in numerous charrettes and visioning workshops.

RELEVANT EXPERIENCE
- 1st Street Redevelopment Temple, TX
- Central/ Adams Corridor Master Plan Temple, TX
- 31st Street Redevelopment Temple, TX
- Corporate Campus Master Plan Temple, TX
- Georgetown City Center Georgetown, TX
- Central Neighborhood District Master Plan Temple, TX
- 35 Gateway Design Temple, TX
- Seaholm Power Plant Renovation* Austin, TX
- Crossroads Park Temple, TX
- Santa Fe Plaza Temple, TX
- Downtown Waxahachie Charrette*Waxahachie, TX
- San Marcos Charrette* San Marcos, TX

**Denotes experience prior to employment at Covey Landscape Architects*

EDUCATION
Bachelor of Landscape Architecture
Texas Tech University

REGISTRATIONS AND AFFILIATIONS
Professional Landscape Architect
Texas #35007

American Society of Landscape Architects (ASLA)

Urban Land Institute (ULI)

covey
landscape architects

RONNIE STAFFORD, PLA

Managing Principal

Ronnie Stafford has 23 years of landscape architecture experience with a thorough knowledge from concept design to finished construction. He is a versatile landscape architect that has worked on aquatic facilities, high end resorts, university and corporate campuses, and a vast array of public projects. His project management expertise, construction documents, detailing and field experience enables him to fully realize design intentions and ensure the client an efficient process and a well-built project all within the allotted budget. Ronnie provides technical expertise for the design team and communicates the design standards through the construction documentation process for efficiency during construction. His experience working with the public bid and construction process has allowed him to be a strong ally for the municipalities and cities he is an agent for.

EDUCATION

Bachelor of Landscape Architecture
Texas Tech University

REGISTRATIONS AND AFFILIATIONS

Professional Landscape Architect
Texas #2460

American Society of Landscape Architects (ASLA)

RELEVANT EXPERIENCE

- Crossroads Park Temple, TX
- Santa Fe Plaza Temple, TX
- Rivery Boulevard Expansion Georgetown, TX
- 31st Street Redevelopment Temple, TX
- Hyatt Regency Lost Pines Resort* Bastrop, TX
- JW Marriott Hill Country Resort* San Antonio, TX
- Williamson County Roadside Landscape Standards* Williamson County, Texas
- Ronald Reagan Sustainable Roadside Planting* Williamson County, Texas
- Performing Arts Center* Texas State University
- Bobcat Trail Mall Renovation* Texas State University
- LBJ Wildflower Center Children's Garden* Austin, TX
- Seaholm Power Plant Renovation* Austin, TX

**Denotes experience prior to employment at Covey Landscape Architects*

5 RESUMES

LattaTech
Advanced Security Engineering

IGOR ABADZIC

President/Project Manger

Igor's current responsibilities include daily management of the firm and is lead designer on projects and provides oversight and training of technical support staff, as well as working with other team members on engineering of all projects and managing the work flow, scheduling and technology applications. His designs include multiple technologies for numerous types of security systems.

He is recognized for his broad technical expertise, and ability to implement responsive designs. His knowledge of product and processes play a key role in the design and construction of these systems. His relationship and familiarity with security systems integrators serves to foster better means and methods to implement systems, installation, service and maintenance in order to assure the client of high-quality installation and service.

EDUCATION

Bachelor of Science
Electrical Engineering
University of Sarajevo, Sarajevo, Bosnia & Herzegovina

REGISTRATIONS AND AFFILIATIONS

CSNA, Part I (Cisco Networks Certification)

BOSCH Networks Bases Certification

PELCO Network Bases Certification

Sensor Security, Outdoor Perimeter Security Certification

Programmable Logic Controllers – Certificate of Training

RELEVANT EXPERIENCE

- Benton County Justice Center Security System Retrofit Kennewick, WA
- Bexar County Juvenile Detention Center Expansion and Control Systems Upgrade San Antonio, TX
  Bexar County Juvenile Probation San Antonio, TX
- Brazos County Juvenile Facility Bryan, TX
- Chaves County Juvenile Detention Center Roswell, NM
  Collin County – Juvenile Detention Center Expansion McKinney, TX
- Collin County – Juvenile Detention Center Video System Retrofit McKinney, TX
- Henry Wade Juvenile Justice Center Expansion Dallas, TX
- Jasper County Juvenile Justice Center Security Electronics System Joplin, MO
- Johnson County Juvenile Detention Center Olathe, KS
- Nebraska Youth Correctional Facility, Control Systems Upgrade Omaha, NE
- North Carolina Juvenile Youth Development Center Cabarrus County, NC; Chatham, County, NC; Edgecombe County, NC; Lenoir County, NC
- Oklahoma Office of Juvenile Affairs Next Generation Facility Tecumseh

MICHAEL SMITH, P.E.

C.E.O. / Principal-in-Charge

Michael's responsibilities include all business development and business management as well as engineering supervision of the company's projects. As a Registered Professional Engineer, Michael is experienced in both design and construction engineering.

After graduation in 1994, Michael worked for a mechanical contractor as a project manager for plan and specification projects, and mechanical designer for design/build projects, which gives valuable practical experience in the building industry. In 2003, Michael created MD Engineering to provide Mechanical, Electrical, and Plumbing (MEP) design services to architects and public and private sector clients. In 2013, MD Engineering and Igor Abadzic bought Latta Technical Services from Alan Latta to continue providing Security Services to long standing client of Latta Technical Services.

LattaTech
Advanced Security Engineering

EDUCATION
Bachelor of Science
Mechanical Engineering
Mississippi State University

REGISTRATIONS AND AFFILIATIONS
NCEES Record Holder
LEED AP

Texas (PE# 87333), Alabama, Arkansas, Arizona, California, Colorado, Connecticut, Delaware, Florida, Georgia, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maryland, Michigan, Minnesota, Mississippi, Missouri, Nebraska, New Jersey, New Mexico, North Carolina, Ohio, Oklahoma, Oregon, South Carolina, South Dakota, Tennessee, Utah, Vermont, Virginia, Washington, Wisconsin, and Wyoming

RELEVANT EXPERIENCE

- Benton County Justice Center Security System Retrofit Kennewick, WA
- Bexar County Juvenile Detention Center Expansion San Antonio, TX
- Brazos County Juvenile Facility Bryan, TX
- Chaves County Juvenile Detention Center Roswell, NM
- Collin County – Juvenile Detention Center Expansion McKinney, TX
- Collin County – Juvenile Detention Center Video System Retrofit McKinney, TX
- Collin County – Adult Detention Center Expansion McKinney, TX
- Jasper County Juvenile Justice Center Security Electronics System Joplin, MO
- Johnson County Olathe Adult Detention Center Expansion Olathe, KS
- Northwestern Regional Adult Detention Center Winchester, VA
- Oklahoma Office of Juvenile Affairs Next Generation Facility Tecumseh, OK
- Prince William County Adult Detention Center Manassas, VA
- Salt Lake County Adult Detention Center Salt Lake City, UT
- Texas Youth Commission – Gainesville State School Gainesville, TX
- Texas Youth Commission – Sheffield State School Sheffield, TX]
- Williamson County Juvenile Justice Center Franklin, TN
- Wyandotte County Juvenile Justice Center Kansas City, KS

5 RESUMES

trueNORTH consulting group

JEFF COOMBS, RCDD

Regional Director

Areas of Expertise

- Technology Systems Project and Program Management
- Premise physical security systems:
- Electronic access control
- Intrusion detection
- Video surveillance systems
- Voice, data, and video cabling infrastructure
- Fiber optic systems
- Data center planning and design

Security Clearances

- DoD – Secret (Inactive)

TRAINING AND CERTIFICATIONS

BICSI Registered Communications Distribution Designer (RCDD)
AutoDesk - Computer-Assisted Drafting
AutoDesk - Revit
Axis – Certified Professional
Genetec - A&E Security Design Summit
Open Options – Fusion Certified
Video Insight – Security Technician
Extron - School of Emerging Technologies
AMX – Schoolview Advanced Training
AMX – A&E University
S2 – PhySec
Milestone - Advanced Certification
Pelco – A&E Training
OSP Expo - 2011
MaxCell – Solutions in Flexible Fabric Innerduct
Tyco – Security Summit

RELEVANT EXPERIENCE

Jones County - Blubonnet ICE Facility

- Provided design services for a turnkey, design-build project for ICE that included a 10,000 sq ft Administration Building on the following systems: Premise Data Cabling, Electronic Safety & Security, NED Coordination and A/V Multimedia.
- **Special Warfare Training Group – JBSA Chapman Annex**
- Provided design services for the DSN Repair and renovation for the Special Warfare B147 facility including the following systems: Premise Data Cabling, A/V Multimedia, ESS and NED Coordination.

Polk County - ICE Facility

- Provided design services for a turnkey, design-build project for ICE that included a Visitor Center and an auditorium on the following systems: Premise Data Cabling, Electronic Safety & Security, Telephony and A/V Multimedia.

Luke AFB – Veterinary Clinic Renovation

- Providing design services for a design-build project for the 56th Medical Group for a renovation for a vet clinic. Design and coordination includes the following systems: Premise Data Cabling, Electronic Safety & Security and NED Coordination.

JEFF CRABB

Senior Technology Consultant

Jeff Crabb is an IT specialist with over 10 years of experience within both enterprise level and small business environments. Jeff has directed several IT based expansions through planning, evaluation, and implementation of equipment and software solutions in support of business goals. He has extensive experience working with hardware, RF, network, and internet-based technologies and protocols. Jeff created and led the deployment of training programs, preventative maintenance plans, and maintenance programs to ensure maximum uptime and reliability of all business systems. He has experience working with, managing, and motivating people to ensure business end goals are achieved efficiently and with high employee morale.

EDUCATION

Coursework in education and engineering
Texas A&M University

TRAINING AND CERTIFICATIONS

OSHA 30
Commscope RF Training

RELEVANT EXPERIENCE

- **Austin Community College**
  Created and implemented new Emergency Notification Systems Standards and kicked off a district-wide deployment of the system. This new system involved the integration of both software and hardware solutions to ensure the safety of over 45,000 students and staff members across 15 different locations.
- **Austin Independent School District**
  New High School AV systems, security, structured cabling, and infrastructure design. True North was also hired to work on several other Austin ISD projects, including the renovation of a new relief school and the renovation of a new elementary school.
- **Round Rock Independent School District**
  Renovation and expansion of existing high school including special space AV systems, PA/Bell/Clock, structured cabling, security, and infrastructure design. True North has provided consulting services across many construction projects working for over 14 architects in the district.
- **San Marcos Consolidated Independent School District**
  New Elementary school AV systems, PA/Bell/Clock, security, structured cabling, and infrastructure design. True North has also been hired to work on over six other projects for the district within recent years.

DAN HEMME

Senior Acoustical & Audiovisual Consultant

Dan has been with BAi since 2014, where he works with architects, engineers, and end users on a wide variety of projects as an acoustical, sound isolation and noise control consultant and Audio-Visual designer. Dan is well organized and always ready to learn. He takes pride in his work and strives to produce work that is clear and accurate. Dan brings to his position at BAi experience with multiple software platforms including AutoCAD, Revit, Sketchup, Google Earth, EASE, Bose Modeler and Microsoft Office Suite (including macro programing in Visual Basic). He is adept at ASTM and ANSI field measurement procedures of sound pressure levels, reverberation decay and sound isolation.

EDUCATION

Master of Mechanical Engineering Graduate Acoustics Program
University of Texas at Austin

Bachelor of Architectural Engineering
University of Texas at Austin

Electrical Engineering Studies
University of Texas at Austin

RELEVANT EXPERIENCE

- Brazoria County Courthouse Campus, Angleton, TX
- Williamson County Courthouse, Georgetown, TX
- Williamson County Justice Center Parole Office Remodel, Georgetown, TX
- Travis County Civil and Family Courthouse Bridging Documents, Austin, TX
- U.S. Customs House Tenant Improvements, New Orleans, LA
- Bexar County Justice Center, San Antonio, TX
- City of Colleyville Justice Center Courtroom and Training Room, Colleyville, TX
- Cass County Courthouse Law Enforcement & Justice Center, Linden
- Cass County Law Enforcement and Justice Center, Linden, TX
- Franklin County Courthouse Restoration, Mount Vernon, TX
- Gray County Courthouse Historic Courtroom Restoration, Pampa, TX
- Bryan Justice Center (part of four-block municipal campus), Bryan, TX
- City of Mesquite City Hall, Mesquite, TX
- City of Mesquite Police Facility, Mesquite, TX
- City of Grand Prairie Public Facility (Fire/Police/Detention/Adm.), Grand Prairie, TX
- North McAllen Police Community Training Center, McAllen, TX
- City of Austin City Hall Council Chambers, Austin, TX
- City of Keller Police Expansion/Communications Center, Keller, TX
- Hays County Government Complex, San Marcos, TX
- City of Paris Police and Court Facility, Paris, TX
- Dallas Area Rapid Transit (DART) Monroe Shops Police Facility, Dallas
- City of Round Rock Police Facility, Round Rock, TX
- City of Temple Police Facility, Temple, TX
- City of Copperas Cove Police Facility, Copperas Cove, TX

ENGINEERED EXTERIORS
ARCHITECTURAL ENGINEERING & CONSULTING

NICKIE RAMM, P.E.

Associate Principal Engineer, Vice President

Extensive construction experience and specializing in building enclosures in residential and commercial buildings. Over ten years of experience that include building enclosure condition assessments utilizing both destructive and nondestructive testing, frequently including field performance testing of windows, cladding systems, waterproofing, and roofing. Specializing in a full range of consulting services, from investigative field surveys, developing building envelope repair designs and specifications, design peer reviews, construction administration of roofing and waterproofing projects, and performing water infiltration testing. Proficient in conducting investigation, analysis, and design of repairs to address both structural and architectural problems and providing construction monitoring services for remedial repair work

EDUCATION

Master of Science in Architectural Engineering
University of Texas at Austin

Bachelor of Science Architectural Engineering
University of Texas at Austin

Electrical Engineering Studies
University of Texas at Austin

REGISTRATIONS AND AFFILIATIONS

State of Texas Registered Professional Engineer – No. 114497

American Institute of Architects – Building Enclosure Committee (AIA-BEC), Austin Chapter

Structural Engineers Association of Texas – Board Member 2011-2014

RELEVANT EXPERIENCE

- Waterfront Phases I and II – Oracle Austin Headquarters, Building Envelope Design and Construction Phase Consulting
- Museum Tower – Dallas, TX – Condition Assessment and Transition Study
- 640 Taylor Office Tower – Fort Worth, TX, Building Envelope Design and Construction Phase Consulting
- Austin Public Library, Austin, TX, Building Envelope Design and Construction Phase Consulting
- Seaholm Development, Austin, TX – Building Envelope Consulting
- The Whitley – Austin, TX – Building Envelope Design and Construction Phase Consulting
- AMLI Mueller Phase II – Austin, TX – Building Envelope Design and Construction Phase Consulting
- Lamar Flats – Austin, TX – Building Envelope Design and Construction Phase Consulting
- West Park Phase I and II – Austin, TX – Building Envelope Design and Construction Phase Consulting
- AMLI Addison – Addison, TX – Building Envelope Design and Construction Phase Consulting
- The Ritz Carlton Residences – Dallas, TX – Building Envelope Assessment, Design/Construction Phase Consulting

ENGINEERED EXTERIORS
ARCHITECTURAL ENGINEERING & CONSULTING

ALONSO CARO, JR., RRC,RRO,CDT

Associate Principal Engineer, Vice President

Alonso has extensive construction experience and specializing in building enclosures in residential and commercial buildings. Over fifteen years of experience that include numerous building enclosure condition assessments utilizing both destructive and nondestructive testing, frequently including field performance testing of windows, cladding systems, waterproofing, and roofing. Specializing in a full range of consulting services, from investigative field surveys, developing roof designs and specifications, peer review, construction administration of roofing and waterproofing projects, and performing water infiltration testing and infrared thermography surveys.

EDUCATION

Certificate in Construction Management
Austin Community College (Honors)

Certificate in Carpentry,
Austin Community College (Honors)

REGISTRATIONS AND AFFILIATIONS

RCI Registered Roof Consultant, No. 0764,

RCI Registered Roof Observer, No. 1311,

CSI Construction Documents Technologist,

ACI Adhesive Anchor Installer, No. 01221019, American Concrete Institute

HAGG Certified Inspector Commercial Roofs, HCI No. 201807206, Haag Engineering Co.

RELEVANT EXPERIENCE

University of Texas at Austin:

- Main Building – Roofing and Waterproofing Assessment, Repair Design and Construction Phase Consulting
- F. Loren Winship Drama Building – Water Infiltration Assessment
- LBJ Presidential Library and Museum – Plaza Waterproofing Construction Phase Consulting
- Carothers & Littlefield Dormitory – Roof Assessment and Roof Replacement Design
- Robert B. Rowling Hall – Building Enclosure Commissioning (BECx) and Construction Phase Consulting
- Nuclear Engineering Teaching Lab – Roof Assessment, Repair Design and Construction Phase Consulting.

University of Texas at San Antonio:

- Main Building – Roofing and Waterproofing Assessment
- Biosciences Building – Roofing Assessment and Roof Replacement Design

Texas A&M University, College Station, TX:

- Evans Library – Roofing and Waterproofing Assessment, Repair Design and Construction Phase Consulting

Austin Independent School District, Austin, TX:

- Murchison Middle School – Roof Assessment, Repair Design and Construction Phase Consulting
- Lively Middle School - Roof Assessment, Repair Design and Construction Phase Consulting

22RFSQ33 RFQ Design and Construction Administration for JJC addition

December 08, 2021

Evaluation Criteria	Maximum Score Points	FIRMs							
		BLGY Architecture	STV Architecture	MRB Group	KGA, Inc.	HDR	Reliance Architecture, LLC	KAH Architecture Inter Design	DLR Group
Is the firm registered with the Texas Board of Architectural Examiners (TBAE) Texas Board of Professional Engineers (TBPE) as an engineering firm in the State of Texas?	Pass/Fail	✓	✓	✓	✓	✓	✓	X	
Experience of the Firm and Sub-Consultants in Providing Architectural and Engineering Services in Central Texas	10	9		8	9	9	9		9
Experience of the Staff assigned to this Specific Project	20	19		17	18	18	19		17
Experience of Project Manager with Correctional Facility Design	25	22		22	21	22	23		22
Architectural Reference Check for Similar Completed Projects within Last 5 Years	25	24		20	20	22	22		23
Experience of the Firm and Sub-Consultants in Providing A/E Services for Correctional Facility Design	20	17		18	17	18	18		18
TOTAL EVALUATION POINTS	**100**	91	0	85	85	89	91	0	89
Interview/ Presentation held 01.20.2022	10	9				9	6		8
Total with Interview/ Presentation points	**110**	**100**				98	97		97

[redacted]

[redacted]

Commissioners Court - Regular Session **39.**

Meeting Date: 04/05/2022

Corridor H (Sam Bass) KFA Contract Amendment No. 5

Submitted By: Marie Walters, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on Contract Amendment No. 5 to the Corridor H (Sam Bass Road) contract between Williamson County and K Friese + Associates, Inc. relating to the 2019 Road Bond Program. Project: P462 Fund Source: Road Bonds

Background

K Friese Contract Amendment No. 5 increases the contract compensation cap by $122,200.00 from $2,087,800.00 to $2,210,000.00. The increase will allow for the execution of two Supplemental Work Authorizations for the Upper Brushy Creek Dam 13A stability analysis, additional PS&E including existing drainage area map, detention pond layouts/details, final drainage report, and budget for a future Construction Phase Services Work Authorization.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

CorridorH(SamBass)-KFA-ContractAmendment5

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	03/31/2022 11:44 AM
Form Started By: Marie Walters		Started On: 03/31/2022 09:56 AM
Final Approval Date: 03/31/2022		

CONTRACT AMENDMENT NO. 5
TO
WILLIAMSON COUNTY CONTRACT FOR ENGINEERING SERVICES

WILLIAMSON COUNTY ROAD BOND PROJECT:
CORRIDOR H – SAM BASS ROAD ("Project")

THIS CONTRACT AMENDMENT NO. 5 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 K FRIESE + ASSOCIATES, INC. (the "Engineer") and becomes effective as of the date of the last party's execution below.

WHEREAS, the County and the Engineer executed the Williamson County Contract for Engineering Services dated effective March 13, 2017 (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 $2,087,800.00; 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 $2,087,800.00 to $2,210,000.00.

All other terms of the Contract are unchanged and will remain in full force and effect.

IN WITNESS WHEREOF, the County and the Engineer have executed this Contract Amendment, in duplicate, to be effective as of the date of the last party's execution below.

ENGINEER:

By: _____
Signature

Thomas M. Owens, P.E.
Printed Name

Executive Vice President
Title

30 MAR 22
Date

COUNTY:

By: _____
Signature

Bill Gravell Jr.
Printed Name

County Judge
Title

_____
Date

3/31/2022

Commissioners Court - Regular Session **40.**

Meeting Date: 04/05/2022

CR 129 Purchase Contract

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

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a real estate contract with Chad and Angela Nichols for 0.1549 AC of right of way needed on the CR 129 project (Parcel 3). Funding Source: Road Bonds P375

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Nichols contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	03/31/2022 10:32 AM
Form Started By: Charlie Crossfield		Started On: 03/30/2022 02:32 PM
Final Approval Date: 03/31/2022		

REAL ESTATE CONTRACT
County Road 129 Right of Way—Parcel 3

THIS REAL ESTATE CONTRACT ("Contract") is made by **CHAD A. NICHOLS and ANGELLA L. NICHOLS** (referred to in this Contract as "Seller") and **WILLIAMSON COUNTY, TEXAS** (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I
PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract of land described as follows:

> Being a 0.1549 acre (6,746 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 3**);

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements situated on and attached to the Property described in Exhibit "A" not otherwise agreed herein to be retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II
PURCHASE PRICE

Purchase Price and Additional Compensation

2.01. The Purchase Price for the Property described in Exhibit "A" shall be the sum of NINE THOUSAND FOUR HUNDRED FORTY-FOUR and 00/100 Dollars ($9,444.00).

2.01.1. As Additional Compensation for any improvements on the Property, the replacement of fencing, and any other damage and/or cost to cure the remaining property of Seller, Purchaser shall pay the amount of SEVEN THOUSAND FIVE HUNDRED and 00/100 Dollars ($7,500.00)

Payment of Purchase Price and Additional Compensation

2.02. The Purchase Price and Additional Compensation shall be payable in cash or other good funds at the Closing.

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 April 30, 2022, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Deed conveying good and indefeasible title to Williamson County, Texas in fee simple to all of the Property described in Exhibit "A", free and clear of any and all monetary liens and restrictions, except for the following:

(a) General real estate taxes for the year of closing and subsequent years not yet due and payable;

(b) Any exceptions approved by Purchaser pursuant to Article III hereof; and

(c) Any exceptions approved by Purchaser in writing.

The Deed shall be in the form as shown in Exhibit "B" attached hereto and incorporated herein.

(2) Provide reasonable assistance as requested, at no cost to Seller, to cause the Title Company to deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, in Grantee's favor in the full amount of the Purchase Price, insuring Purchaser's contracted interests in and to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

(a) The boundary and survey exceptions shall be deleted;

(b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and

(c) The exception as to the lien for taxes shall be limited to the year of Closing and shall be endorsed "Not Yet Due and Payable".

(d) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

(a) Pay the cash portion of the Purchase Price and Additional Compensation.

Prorations

5.04. General real estate taxes for the then current year relating to the Property shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation, but shall otherwise remain the continuing obligation of Seller to satisfy. Agricultural roll-back taxes, if any, which directly result from completion of this transaction and conveyance shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

(1) Owner's Title Policy and survey to be paid by Purchaser.

(2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.

(3) All other closing costs shall be paid by Purchaser.

(4) Attorney's fees paid by each party incurring same respectively.

ARTICLE VI
BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

ARTICLE VII
BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made then Seller shall receive the amount of $500 as liquidated damages for any failure by Purchaser.

ARTICLE VIII
MISCELLANEOUS

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

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

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09. In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10. This Contract shall be effective as of the date it is approved by Williamson County, Texas which date is indicated beneath the County Judge's signature below.

Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

Possession and Use Agreement

8.12. Upon completion of (1) the full execution of this Contract by all parties, and (2) acknowledgment by the Title Company of delivery by Purchaser of the full Purchase Price to the Title Company, Purchaser, its agents and contractors shall be permitted at any time after May 31, 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.

[signature on following pages]

SELLER:

Chad A. Nichols

Address: 1050 CR 129

Taylor, TX 76574

Date: 03/24/2022

Angella L Nichols (Mar 24, 2022 21:38 CDT)

Angella L. Nichols

Date: 03/24/2022

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

November 19, 2021

PROPERTY DESCRIPTION FOR PARCEL 3

DESCRIPTION OF a 6,746 square foot (0.1549 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 13.31 acres conveyed to Chad A. Nichols and Angella L. Nichols by Warranty Deed with Vendor's Lien dated June 30, 2016, as recorded in Document No. 2016069226, Official Public Records, Williamson County, Texas (O.P.R.W.C.T.), said 6,746 square foot (0.1549 of one acre) parcel of land being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2-inch iron rod with "FOREST RPLS 1847" cap found at the northwest corner of said 13.31 acre tract, being at the southwest corner of Tract 5, The Heights at Brushy Creek, a subdivision of record in Document No. 2016121770, O.P.R.W.C.T., said Tract 5 conveyed to Santa Aguirre Mondragon by Warranty Deed with Vendor's Lien dated February 1, 2017, as recorded in Document No. 2017010681, O.P.R.W.C.T.;

THENCE S 81°40'13" E, along the north line of said 13.31 acre tract, passing at 615.75 feet along the south line of said Tract 5, a 1/2-inch iron rod with "FOREST RPLS 1847" cap found at the southeast corner of said Tract 5, being at the southwest corner of Tract 1 in said The Heights at Brushy Creek subdivision, said Tract 1 conveyed to Jordan Danks and Ashley Danks by General Warranty Deed with Vendor's Lien in Favor of Third Party dated April 22, 2020, as recorded in Document No. 2020041932, O.P.R.W.C.T., continuing an additional 606.58 feet along the south line of said Tract 1, for a total distance of 1,222.33 feet to a 1/2-inch iron rod with "McGray McGray" cap set in the proposed west right-of-way line of County Road 129 (CR 129), for the **POINT OF BEGINNING**, being 40.00 feet left of Engineer's Baseline Station 22+60.87, and having Surface Coordinates of North=10,151,344.99, East=3,189,065.21;

1) **THENCE, S 81°40'13" E**, continuing along the north line of said 13.31 acre tract and the south line of said Tract 1, a distance of **15.80 feet** to a 1/2-inch iron rod with "FOREST RPLS 1847" cap found at the northeast corner of said 13.31 acre tract, being at the southeast corner of said Tract 1, and being in the existing west right-of-way line of CR 129 (varying width);

2) **THENCE, S 08°18'32" W**, along the east line of said 13.31 acre tract and the existing west right-of-way line of CR 129, a distance of **238.51 feet** to a point for angle;

EXHIBIT A

PROPERTY DESCRIPTION FOR PARCEL 3

3) **THENCE, S 08°44'02" W**, continuing along the east line of said 13.31 acre tract and the existing west right-of-way line of CR 129, a distance of **226.57 feet** to a 1/2-inch iron rod with "FOREST RPLS 1847" cap found at the southeast corner of said 13.31 acre tract, being at the northeast corner of that tract described as 1.99 acres conveyed to Nicol Draguicevich by Warranty Deed with Vendor's Lien dated February 21, 2006, as recorded in Document No. 2006016576, O.P.R.W.C.T.;

4) **THENCE, N 80°14'34" W**, along the south line of said 13.31 acre tract and the north line of said 1.99 acre tract, a distance of **12.36 feet** to a 1/2-inch iron rod with "McGray McGray" cap set in the proposed west right-of-way line of CR 129, being 40.00 feet left of Engineer's Baseline Station 17+96.10, from which a nail found in the south line of said 13.31 acre tract, being in the north line of said 1.99 acre tract bears N 80°14'34" W, a distance of 157.38 feet to a point, and N 81°21'12" W, a distance of 233.75 feet;

5) **THENCE, N 08°05'28" E**, along the proposed west right-of-way line of CR 129, crossing said 13.31 acre tract, a distance of **464.77 feet** to the **POINT OF BEGINNING** and containing 6,746 square feet (0.1549 of one acre) of land, more or less.

All bearings and coordinates shown are based on the Texas Coordinate System (TCS), Central Zone (4203), North American Datum 1983 (NAD 83) 2011 Adjustment, Epoch 2010.00. All distances and coordinates shown are surface and may be converted to grid by dividing by a surface adjustment factor of 1.00011. All measurements are in U.S. Survey Feet.

EXHIBIT A

County: Williamson
Highway: County Road 129
Project Limits: From FM 1660 to Travis County Line

November 19, 2021

PROPERTY DESCRIPTION FOR PARCEL 3

A parcel plat of even date was prepared in conjunction with this property description.

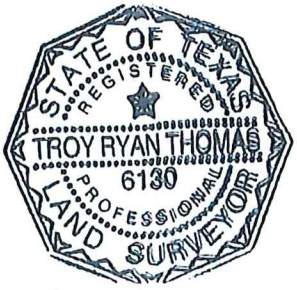
STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TRAVIS §

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

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, this the 19th day of November, 2021 A.D.

SURVEYED BY:

McGRAY & McGRAY LAND SURVEYORS, INC.
3301 Hancock Dr., Ste. 6 Austin, TX 78731 (512) 451-8591
TBPELS Survey Firm# 10095500

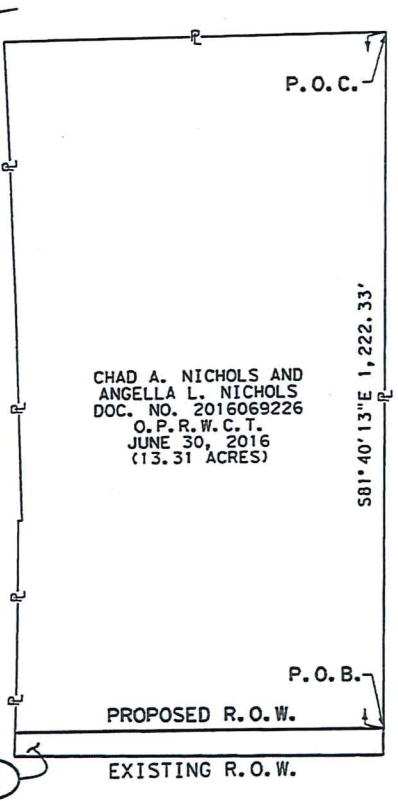


11/19/2021

Troy R. Thomas, Reg. Professional Land Surveyor No. 6130
2021/Descriptions/CR 129 Williamson County/Parcel 3

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
- D.R.W.C.T. DEED RECORDS WILLIAMSON COUNTY, TEXAS
- O.R.W.C.T. OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
- O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
- (1) PARCEL NUMBER FOR R.O.W. ACQUISITION



PROPERTY INSET NOT TO SCALE

NOTES:

1. ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203), NORTH AMERICAN DATUM 1983 (NAD 83), 2011 ADJUSTMENT, EPOCH 2010.00. ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A SURFACE ADJUSTMENT FACTOR OF 1.00011. UNITS: U.S. SURVEY FEET.
2. THIS SURVEY WAS PREPARED WITH THE BENEFIT OF A TITLE COMMITMENT PROVIDED BY TEXAN TITLE INSURANCE COMPANY IN JULY 2021.
3. ABSTRACTING AND FIELD SURVEYING WERE PERFORMED FROM JUNE 2020 THROUGH NOVEMBER 2021.
4. PLANIMETRICS SHOWN HEREON WERE COLLECTED BETWEEN JUNE 2020 AND DECEMBER 2020.
5. THIS PARCEL PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.

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.

11/19/2021

TROY R. THOMAS, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6130 — DATE

DICY HOPKINS SURVEY, ABSTRACT NO. 300

STATE OF TEXAS — REGISTERED — TROY RYAN THOMAS — 6130 — PROFESSIONAL LAND SURVEYOR

THE SURVEY SHOWN WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. 21061620 ISSUED BY TEXAN TITLE INSURANCE COMPANY, EFFECTIVE DATE JULY 1, 2021, ISSUED DATE JULY 13, 2021.

1. SUBJECT TO:

10A. EASEMENT IN VOLUME 462, PAGE 99, D.R.W.C.T. (UNABLE TO PLOT)

10B. EASEMENT AND RIGHT OF WAY TO TEXAS POWER & LIGHT COMPANY AND THE SOUTHWESTERN BELL TELEPHONE COMPANY IN VOLUME 797, PAGE 520, D.R.W.C.T. (UNABLE TO PLOT)

10C. RIGHT OF WAY EASEMENT TO MANVILLE WATER SUPPLY CORPORATION IN VOLUME 581, PAGE 729, D.R.W.C.T. (UNABLE TO PLOT)

10D. EASEMENT AND RIGHT OF WAY TO TEXAS POWER & LIGHT COMPANY IN VOLUME 1615, PAGE 191, O.R.W.C.T. (UNABLE TO PLOT)

10E. METER RIGHT OF WAY EASEMENT TO MANVILLE WATER SUPPLY CORPORATION IN DOCUMENT NO. 2016079433, O.R.W.C.T. (BLANKET)

10F. METER RIGHT OF WAY EASEMENT TO MANVILLE WATER SUPPLY CORPORATION IN DOCUMENT NO. 2016079434, O.R.W.C.T. (BLANKET)

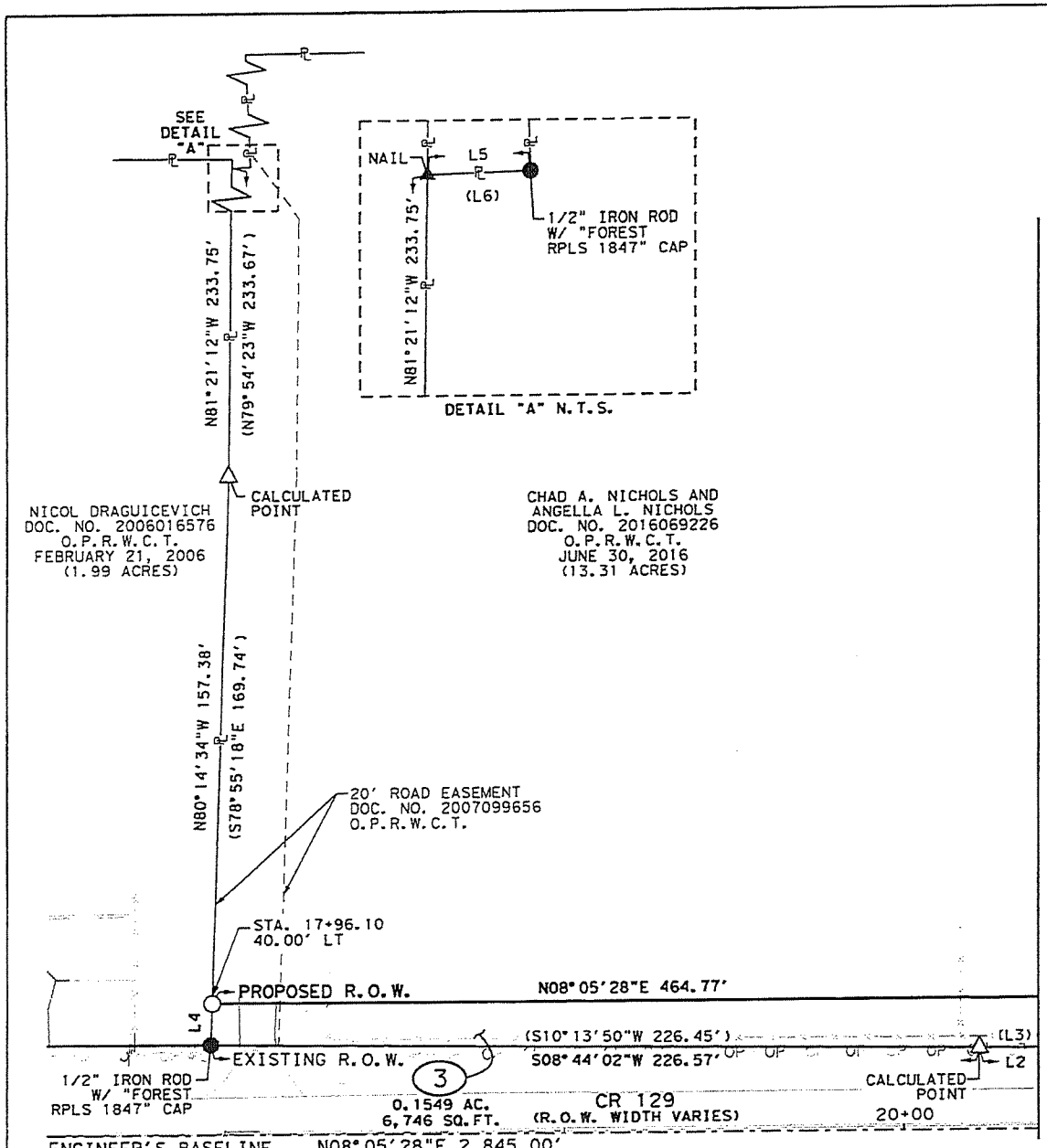
REVISIONS

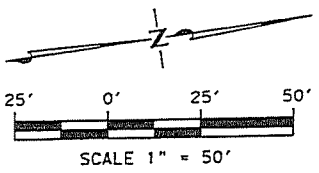
RECORD	ACQUISITION	REMAINING LT
13.31 AC. (579,784 SQ.FT.)	0.1549 AC. (6,746 SQ.FT.)	13.16 AC. (573,038 SQ.FT.)

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 3 CR 129 FM 1660 TO THE TRAVIS COUNTY LINE WILLIAMSON COUNTY, TEXAS

DATE: NOVEMBER 2021 | SCALE: N.T.S.





LINE TABLE		
LINE	BEARING	DISTANCE
L2	S08°18'32"W	238.51'
(L3)	(S09°46'41"W)	(238.32')
L4	N80°14'34"W	12.36'
L5	N06°05'08"E	5.35'
(L6)	(N06°33'E)	(5.20')

MATCHLINE PAGE 6 OF 6

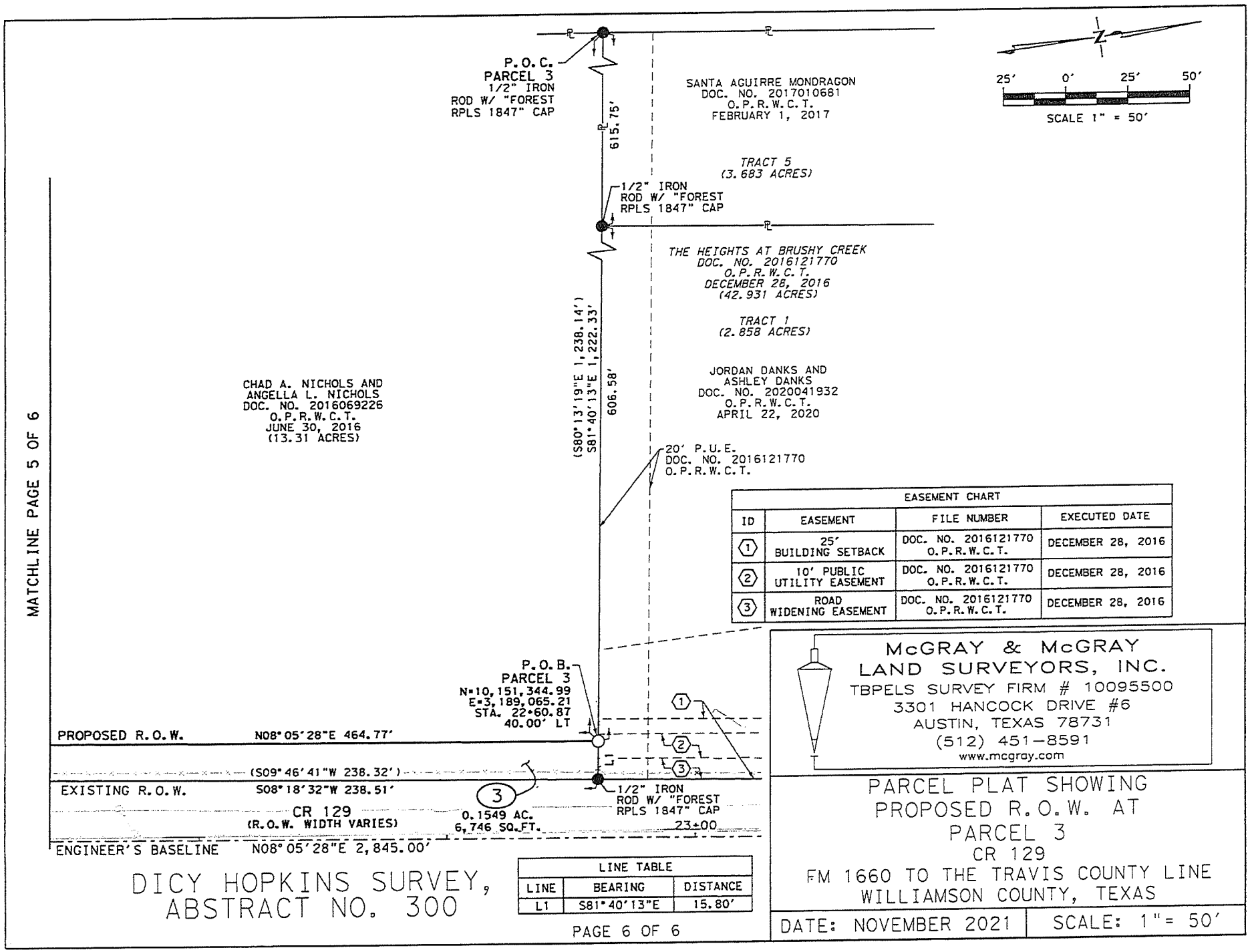
DICY HOPKINS SURVEY, ABSTRACT NO. 300

McGRAY & McGRAY
LAND SURVEYORS, INC.
TBPELS SURVEY FIRM # 10095500
3301 HANCOCK DRIVE #6
AUSTIN, TEXAS 78731
(512) 451-8591
www.mcgray.com

PARCEL PLAT SHOWING PROPOSED R.O.W. AT PARCEL 3 CR 129

FM 1660 TO THE TRAVIS COUNTY LINE
WILLIAMSON COUNTY, TEXAS

DATE: NOVEMBER 2021 | SCALE: 1"= 50'



MATCHLINE PAGE 5 OF 6

EASEMENT CHART			
ID	EASEMENT	FILE NUMBER	EXECUTED DATE
1	25' BUILDING SETBACK	DOC. NO. 2016121770 O.P.R.W.C.T.	DECEMBER 28, 2016
2	10' PUBLIC UTILITY EASEMENT	DOC. NO. 2016121770 O.P.R.W.C.T.	DECEMBER 28, 2016
3	ROAD WIDENING EASEMENT	DOC. NO. 2016121770 O.P.R.W.C.T.	DECEMBER 28, 2016

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S81°40'13"E	15.80'

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 3 CR 129 FM 1660 TO THE TRAVIS COUNTY LINE WILLIAMSON COUNTY, TEXAS

DICY HOPKINS SURVEY,
ABSTRACT NO. 300

DATE: NOVEMBER 2021 | SCALE: 1"= 50'

EXHIBIT "B"

Parcel 3

DEED
County Road 129 Right of Way

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

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

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:

That **CHAD A. NICHOLS and ANGELLA L. NICHOLS**, 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 0.1549 acre (6,746 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 3**)

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

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

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

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

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of CR 129.

TO HAVE AND TO HOLD the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2022.

[signature on following page]

GRANTOR:

_____
Chad A. Nichols

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the _____ day of _____, 2022 by Chad A. Nichols in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

GRANTOR:

_____
Angella L. Nichols

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the _____ day of _____, 2022 by Angella L. Nichols, in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

PREPARED IN THE OFFICE OF:
Sheets & Crossfield, PLLC
309 East Main
Round Rock, Texas 78664

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

AFTER RECORDING RETURN TO:

Commissioners Court - Regular Session **41.**

Meeting Date: 04/05/2022

CR 129 Purchase 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 Brian and Lori Snider for 0.4553 AC of right of way needed on the CR 129 project (Parcel 6). Funding Source: Road Bonds P375

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Snider contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	03/31/2022 10:33 AM
Form Started By: Charlie Crossfield		Started On: 03/30/2022 02:36 PM
Final Approval Date: 03/31/2022		

REAL ESTATE CONTRACT
County Road 129 Right of Way—Parcel 6

THIS REAL ESTATE CONTRACT ("Contract") is made by **BRIAN JEFFREY SNIDER and LORI ANN SNIDER** (referred to in this Contract as "Seller") and **WILLIAMSON COUNTY, TEXAS** (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I
PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract of land described as follows:

> Being a 0.4553 acre (19,835 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 6**);

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements situated on and attached to the Property described in Exhibit "A" not otherwise agreed herein to be retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II
PURCHASE PRICE

Purchase Price and Additional Compensation

2.01. The Purchase Price for the Property described in Exhibit "A" shall be the sum of TWENTY-SEVEN THOUSAND SEVEN HUNDRED SIXTY-SIX and 00/100 Dollars ($27,766.00).

2.01.1. As Additional Compensation for any improvements on the Property (other than three rail fence as identified in Paragraph 2.03 below), and any damage to and/or cost to cure the remaining property of Seller, Purchaser shall pay the sum of TWO THOUSAND FIVE HUNDRED and 00/100 Dollars ($2,500.00).

Payment of Purchase Price and Additional Compensation

2.02. The Purchase Price and Additional Compensation shall be payable in cash or other good funds at the Closing.

Special Provisions

2.03. FENCE RELOCATION/REPLACEMENT. As additional consideration for the purchase of the Property, and as an obligation which shall survive the Closing of this Contract, Purchaser agrees that it shall at its sole expense relocate or replace the existing white, three rail aluminum fence within the Property to a location on the new right of way line between the western boundary of the Property and the remaining property of Seller.

The relocation or reconstruction of the fence identified herein shall be completed by Purchaser's agents or contractors as part of the proposed CR 129 roadway facility improvements project ("Project") upon the Property. For any portion of the existing fence structure which is unable to be relocated, Purchaser shall construct and install substantially similar number of replacement linear feet of fencing in the same relative location along the new property boundary as currently existing. Any replacement fencing construction shall be in substantial compliance with the design, material, location and specifications as shown on Exhibit "B" attached hereto and incorporated herein.

By execution of this Contract Seller grants Purchaser, its agents and contractors, the temporary right to enter the remaining property of Seller only in the limited location and for the limited time period during the proposed Project construction term which are necessary to carry out the obligations of this paragraph.

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 April 30, 2022, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Deed conveying good and indefeasible title to Williamson County, Texas in fee simple to all of the Property described in Exhibit "A", free and clear of any and all monetary liens and restrictions, except for the following:

(a) General real estate taxes for the year of closing and subsequent years not yet due and payable;

(b) Any exceptions approved by Purchaser pursuant to Article III hereof; and

(c) Any exceptions approved by Purchaser in writing.

The Deed shall be in the form as shown in Exhibit "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 and Additional Compensation.

Prorations

5.04. General real estate taxes for the then current year relating to the Property shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation, but shall otherwise remain the continuing obligation of Seller to satisfy. Agricultural roll-back taxes, if any, which directly result from completion of this transaction and conveyance shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

(1) Owner's Title Policy and survey to be paid by Purchaser.

(2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.

(3) All other closing costs shall be paid by Purchaser.

(4) Attorney's fees paid by each party incurring same respectively.

ARTICLE VI
BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

ARTICLE VII
BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made then Seller shall receive the amount of $500 as liquidated damages for any failure by Purchaser.

ARTICLE VIII
MISCELLANEOUS

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

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

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09. In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10. This Contract shall be effective as of the date it is approved by Williamson County, Texas which date is indicated beneath the County Judge's signature below.

Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

Contingent Possession and Use Agreement

8.12. Upon completion of (1) the full execution of this Contract by all parties, and (2) acknowledgment by the Title Company of delivery by Purchaser of the full Purchase Price to the Title Company, Purchaser, its agents and contractors shall be permitted at any time after May 31, 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 or the obligations of this Contract, 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.

[signature page follows]

SELLER:

Brian JEffrey Snider
Brian JEffrey Snider (Mar 24, 2022 09:28 CDT)

Brian Jeffrey Snider

Address: 650 County Road 129

Taylor, TX 76574

Date: Mar 24, 2022

Lori Ann Snider
Lori Ann Snider (Mar 24, 2022 09:29 CDT)

Lori Ann Snider

Date: Mar 24, 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

November 24, 2021

PROPERTY DESCRIPTION FOR PARCEL 6

DESCRIPTION OF a 19,835 square foot (0.4553 of one acre) parcel of land out of the Dicy Hopkins Survey, Abstract No. 300, in Williamson County, Texas, and being a portion of Tracts 2, 3, 6, and 7, The Heights at Brushy Creek, a subdivision of record in Document No. 2016121770, Official Public Records, Williamson County, Texas (O.P.R.W.C.T.), said Tracts 2, 3, 6, and 7 conveyed to Brian Jeffrey Snider and Lori Ann Snider by General Warranty Deed dated February 28, 2017, as recorded in Document No. 2017018686, O.P.R.W.C.T., said 19,835 square foot (0.4553 of one acre) parcel of land being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2-inch iron rod with "J.E. Garon RPLS 4303" cap found at the southwest corner of said Tract 6, being at the northwest corner of Tract 5 in said The Heights at Brushy Creek subdivision, said Tract 5 conveyed to Santa Aguirre Mondragon by Warranty Deed with Vendor's Lien dated February 1, 2017, as recorded in Document No. 2017010681, O.P.R.W.C.T., from which a 1/2-inch iron rod with "Forest RPLS 1847" cap found bears S 07°58'35" W, a distance of 230.03 feet;

THENCE S 81°40'04" E, along the south line of said Tract 6 and the north line of said Tract 5, a distance of 1,217.79 feet to a 1/2-inch iron rod with "McGray McGray" cap set in the proposed west right-of-way line of County Road 129 (CR 129), for the **POINT OF BEGINNING**, being 45.00 feet left of Engineer's Baseline Station 24+90.87 and having Surface Coordinates of North=10,151,573.40, East=3,189,092.64;

1) **THENCE, N 08°05'28" E**, along the proposed west right-of-way line of CR 129, passing at a distance of 30.03 feet crossing said Tract 6, a 1/2-inch iron rod with "McGray McGray" cap set in the north line of said Tract 6 and the south line of said Tract 2, being 45.00 feet left of Engineer's Baseline Station 25+20.90, from which a 1/2-inch iron rod with "J.E. Garon RPLS 4303" found at the southwest corner of said Tract 2, bears N 81°40'35" W, a distance of 655.33 feet, continuing an additional distance of 310.77 feet crossing said Tract 2, for a total distance of **340.80 feet** to a 1/2-inch iron rod with "McGray McGray" cap set, being 45.00 feet left of Engineer's Baseline Station 28+31.67;

PROPERTY DESCRIPTION FOR PARCEL 6

2) **THENCE, N 22°48'34" W**, continuing along the proposed west right-of-way line of CR 129, passing at a distance of 11.68 feet crossing said Tract 2, a 1/2-inch iron rod with "McGray McGray" cap set in the north line of said Tract 2 and the south line of said Tract 3, being 51.00 feet left of Engineer's Baseline Station 28+41.70, from which a 1/2-inch iron rod with "J.E. Garon RPLS 4303" cap found at the northwest corner of said Tract 2 and the southwest corner of said Tract 3, bears N 81°40'14" W, a distance of 649.99 feet, continuing an additional distance of 11.68 feet crossing said Tract 3, for a total distance of **23.36 feet** to a 1/2-inch iron rod with "McGray McGray" cap set, being 57.00 feet left of Engineer's Baseline Station 28+51.72;

3) **THENCE, N 08°05'28" E**, continuing along the proposed west right-of-way line of CR 129, passing at a distance of 310.57 feet crossing said Tract 3, a 1/2-inch iron rod with "McGray McGray" cap set in the north line of said Tract 3 and the south line of said Tract 7, being 57.00 feet left of Engineer's Baseline Station 31+62.30, from which a 1/2-inch iron rod with "J.E. Garon RPLS 4303" cap found at the northwest corner of said Tract 3, bears N 81°40'18" W, a distance of 644.47 feet, continuing an additional distance of 30.37 feet crossing said Tract 7, for a total distance of **340.94 feet** to a 1/2-inch iron rod with "McGray McGray" cap set in the north line of said Tract 7, being in the south line of Tract 8, in said The Heights at Brushy Creek subdivision, said Tract 8 conveyed to John A. Williams and Trissa C. Williams by Warranty Deed with Vendor's Lien dated March 15, 2017, as recorded in Document No. 2017023470, O.P.R.W.C.T., and being 57.00 feet left of Engineer's Baseline Station 31+92.67, from which a 1/2-inch iron rod with "J.E. GARON RPLS 4303" cap found at the northwest corner of said Tract 7, being at the southwest corner of said Tract 8, bears N 81°40'16" W, a distance of 1,207.42 feet;

4) **THENCE, S 81°40'16" E**, along the north line of said Tract 7 and the south line of said Tract 8, a distance of **33.01 feet** to a 1/2-inch rod found at the northeast corner of said Tract 7, being at the southeast corner of said Tract 8, and being in the existing west right-of-way line of CR 129 (varying width), from which a 1/2-inch iron rod with "J.E. GARON RPLS 4303" cap found at the southeast corner of Tract 4, in said The Heights at Brushy Creek subdivision, and a 2.250 acre portion of Tract 4 conveyed to Adam Guadian and spouse, Catalina Nader Guadian by Warranty Deed dated January 1, 2021, as recorded in Document No. 2021070821, O.P.R.W.C.T., bears S 07°10'52" W, a distance of 29.95 feet;

EXHIBIT A

PROPERTY DESCRIPTION FOR PARCEL 6

5) **THENCE, S 07°31'54" W**, along the existing west right-of-way line of CR 129, passing at 30.38 feet along the east line of said Tract 7, a 1/2-inch iron rod with "J.E. GARON RPLS 4303" cap found at the northeast corner of said Tract 3, being the most easterly southeast corner of said Tract 7, continuing an additional 89.46 feet along the east line of said Tract 3, for a total distance of **119.84 feet** to a point at an angle;

6) **THENCE, S 07°59'18" W**, along the east line of said Tract 3 and the existing west right-of-way line of CR 129, a distance of **231.12 feet** to a 1/2-inch iron rod with "J.E. GARON RPLS 4303" cap found at the southeast corner of said Tract 3, being at the northeast corner of said Tract 2;

7) **THENCE, S 08°06'24" W**, along the east line of said Tract 2 and the existing west right-of-way line of CR 129, a distance of **182.12 feet** to a 1/2-inch iron rod found at an angle;

8) **THENCE, S 08°18'11" W**, along the existing west right-of-way line of CR 129, passing at 138.65 feet along the east line of said Tract 2, a 1/2-inch iron rod with "J.E. GARON RPLS 4303 cap found at the southeast corner of said Tract 2, being the most easterly northeast corner of said Tract 6, continuing an additional 30.03 feet along the east line of said Tract 6, for a total distance of **168.68 feet** to a 1/2-inch iron rod with "J.E. GARON RPLS 4303" cap found at the southeast corner of said Tract 6, being at the northeast corner of said Tract 5, from which a 1/2-inch iron rod with "J.E. GARON RPLS 4303" cap found at the northeast corner of Tract 1 in said The Heights at Brushy Creek subdivision, said Tract 1 conveyed to Jordan Danks and Ashley Danks by General Warranty Deed with Vendor's Lien in Favor of Third Party dated April 22, 2020, as recorded in Document No. 2020041932, O.P.R.W.C.T., bears S 08°28'27" W, a distance of 29.99 feet;

9) **THENCE, N 81°40'04" W**, along the south line of said Tract 6 and the north line of said Tract 5, a distance of **21.92 feet** to the **POINT OF BEGINNING** and containing 19,835 square feet (0.4553 of one acre) of land, more or less.

All bearings and coordinates shown are based on the Texas Coordinate System (TCS), Central Zone (4203), North American Datum 1983 (NAD 83) 2011 Adjustment, Epoch 2010.00. All distances and coordinates shown are surface and may be converted to grid by dividing by a surface adjustment factor of 1.00011. All measurements are in U.S. Survey Feet.

EXHIBIT A

County: Williamson
Highway: County Road 129
Project Limits: From FM 1660 to Travis County Line

November 24, 2021

PROPERTY DESCRIPTION FOR PARCEL 6

A parcel plat of even date was prepared in conjunction with this property description.

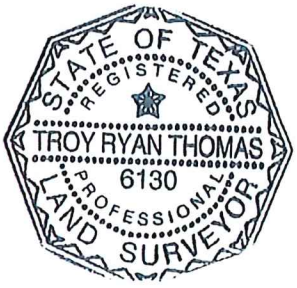
STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TRAVIS §

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 24th day of November, 2021 A.D.

SURVEYED BY:

McGRAY & McGRAY LAND SURVEYORS, INC.
3301 Hancock Dr., Ste. 6 Austin, TX 78731 (512) 451-8591
TBPELS Survey Firm# 10095500

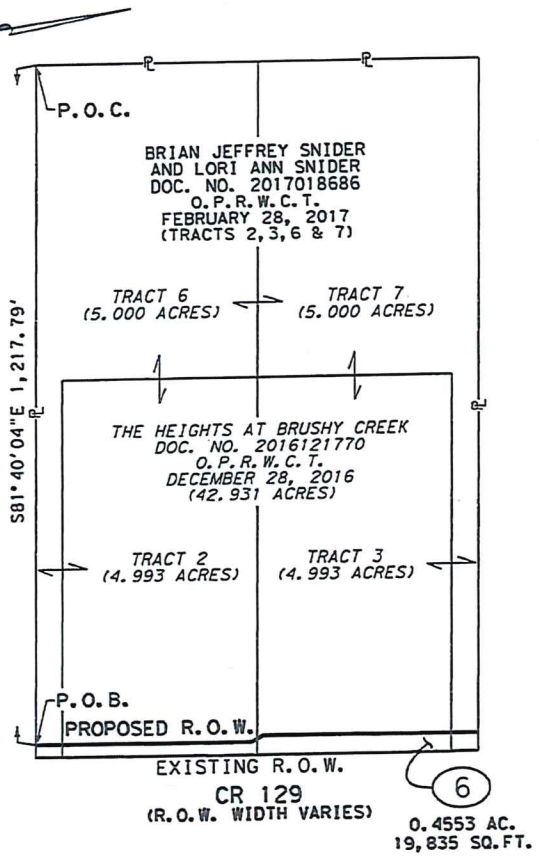


11/24/2021

Troy R. Thomas, Reg. Professional Land Surveyor No. 6130
2021/Descriptions/CR 129 Williamson County/Parcel 6

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
- D.R.W.C.T. DEED RECORDS WILLIAMSON COUNTY, TEXAS
- O.R.W.C.T. OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
- O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
- (1) PARCEL NUMBER FOR R.O.W. ACQUISITION



DICY HOPKINS SURVEY, ABSTRACT NO. 300

PROPERTY INSET
NOT TO SCALE

NOTES:

1. ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203), NORTH AMERICAN DATUM 1983 (NAD 83), 2011 ADJUSTMENT, EPOCH 2010.00. ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A SURFACE ADJUSTMENT FACTOR OF 1.00011. UNITS: U.S. SURVEY FEET.
2. THIS SURVEY WAS PREPARED WITH THE BENEFIT OF A TITLE COMMITMENT PROVIDED BY TEXAN TITLE INSURANCE COMPANY IN JULY 2021.
3. ABSTRACTING AND FIELD SURVEYING WERE PERFORMED FROM JUNE 2020 THROUGH NOVEMBER 2021.
4. PLANIMETRICS SHOWN HEREON WERE COLLECTED BETWEEN JUNE 2020 AND DECEMBER 2020.
5. THIS PARCEL PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.

REVISIONS

RECORD	ACQUISITION	REMAINING LT
19.986 AC. (870,590 SQ.FT.)	0.4553 AC. (19,835 SQ.FT.)	19.531 AC. (850,755 SQ.FT.)

McGRAY & McGRAY
LAND SURVEYORS, INC.
TBPELS SURVEY FIRM # 10095500
3301 HANCOCK DRIVE #6
AUSTIN, TEXAS 78731
(512) 451-8591
www.mcgray.com

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

STATE OF TEXAS
REGISTERED
TROY RYAN THOMAS
6130
PROFESSIONAL
LAND SURVEYOR

11/24/2021
DATE

TROY R. THOMAS, REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6130

PARCEL PLAT SHOWING PROPOSED R.O.W. AT PARCEL 6 CR 129 FM 1660 TO THE TRAVIS COUNTY LINE WILLIAMSON COUNTY, TEXAS

DATE: NOVEMBER 2021 | SCALE: N.T.S.

THE SURVEY SHOWN WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. 21061624 ISSUED BY TEXAN TITLE INSURANCE COMPANY, EFFECTIVE DATE JULY 1, 2021, ISSUED DATE JULY 13, 2021.

1. SUBJECT TO: DOCUMENT NO. 2016121770 (PLAT) AND DOCUMENT NO. 2017005619, O.R.W.C.T.

10A. RIGHT OF WAY EASEMENT TO MANVILLE WATER SUPPLY CORPORATION IN VOLUME 581, PAGE 729, D.R.W.C.T. (UNABLE TO PLOT)

10E. ALL BUILDING SETBACK LINES AS SET OUT AND DESCRIBED IN DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS IN DOCUMENT NO. 2017005619, O.R.W.C.T. (AS SHOWN)

10G. TERMS, PROVISIONS AND STIPULATIONS OF EASEMENT AGREEMENT FOR ACCESS, PARTIALLY RECIPROCAL IN DOCUMENT NO. 2017016793, O.R.W.C.T. (AS SHOWN)

10H. TERMS, PROVISIONS AND STIPULATIONS OF EASEMENT AGREEMENT FOR ACCESS, PARTIALLY RECIPROCAL IN DOCUMENT NO. 2017010683, O.R.W.C.T. (AS SHOWN)

10I. ROAD WIDENING EASEMENT ALONG COUNTY ROAD 129 IN DOCUMENT NO. 2016121770, O.R.W.C.T. (AS SHOWN)

10J. A 10' PUBLIC UTILITY EASEMENT ALONG COUNTY ROAD 129 IN DOCUMENT NO. 2016121770, O.R.W.C.T. (AS SHOWN)

10K. A 25' BUILDING SETBACK LINE ALONG COUNTY ROAD 129 IN DOCUMENT NO. 2016121770, O.R.W.C.T. (AS SHOWN)

10L. A 10' PUBLIC UTILITY EASEMENT ALONG THE SOUTHERLY PROPERTY LINE IN DOCUMENT NO. 2016121770, O.R.W.C.T. (TRACT 6) (AS SHOWN)

10M. A 20' PUBLIC UTILITY EASEMENT ALONG THE SOUTHERLY PROPERTY LINE IN DOCUMENT NO. 2016121770, O.R.W.C.T. (TRACT 2) (AS SHOWN)

10N. A 10' PUBLIC UTILITY EASEMENT ALONG THE SOUTHERLY PROPERTY LINE IN DOCUMENT NO. 2016121770, O.R.W.C.T. (TRACT 7) (AS SHOWN)

10O. A 20' PUBLIC UTILITY EASEMENT ALONG THE NORTHERLY PROPERTY LINE IN DOCUMENT NO. 2016121770, O.R.W.C.T. (TRACT 3) (AS SHOWN)

10P. A 10' PUBLIC UTILITY EASEMENT ALONG THE NORTHERLY PROPERTY LINE IN DOCUMENT NO. 2016121770, O.R.W.C.T. (TRACT 2) (AS SHOWN)

10Q. A 10' PUBLIC UTILITY EASEMENT ALONG THE SOUTHERLY PROPERTY LINE IN DOCUMENT NO. 2016121770, O.R.W.C.T. (TRACT 3) (AS SHOWN)

RECORD	ACQUISITION	REMAINING LT
19.986 AC. (870,590 SQ.FT.)	0.4553 AC. (19,835 SQ.FT.)	19.531 AC. (850,755 SQ.FT.)

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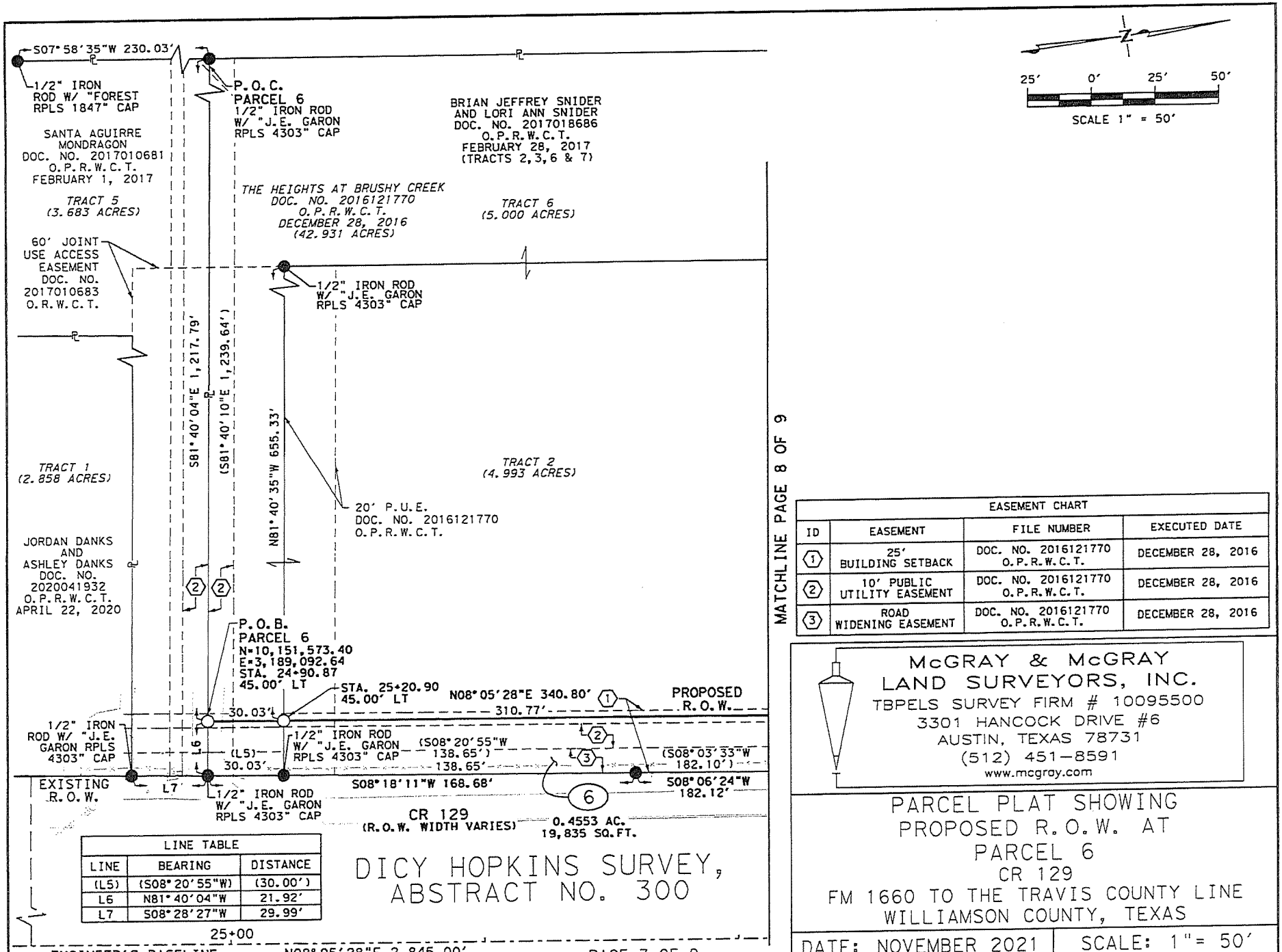
PARCEL PLAT SHOWING PROPOSED R.O.W. AT PARCEL 6 CR 129 FM 1660 TO THE TRAVIS COUNTY LINE WILLIAMSON COUNTY, TEXAS

DATE: NOVEMBER 2021 | SCALE: N.T.S.



LINE TABLE		
LINE	BEARING	DISTANCE
(L5)	(S08°20'55"W)	(30.00')
L6	N81°40'04"W	21.92'
L7	S08°28'27"W	29.99'

EASEMENT CHART			
ID	EASEMENT	FILE NUMBER	EXECUTED DATE
(1)	25' BUILDING SETBACK	DOC. NO. 2016121770 O.P.R.W.C.T.	DECEMBER 28, 2016
(2)	10' PUBLIC UTILITY EASEMENT	DOC. NO. 2016121770 O.P.R.W.C.T.	DECEMBER 28, 2016
(3)	ROAD WIDENING EASEMENT	DOC. NO. 2016121770 O.P.R.W.C.T.	DECEMBER 28, 2016

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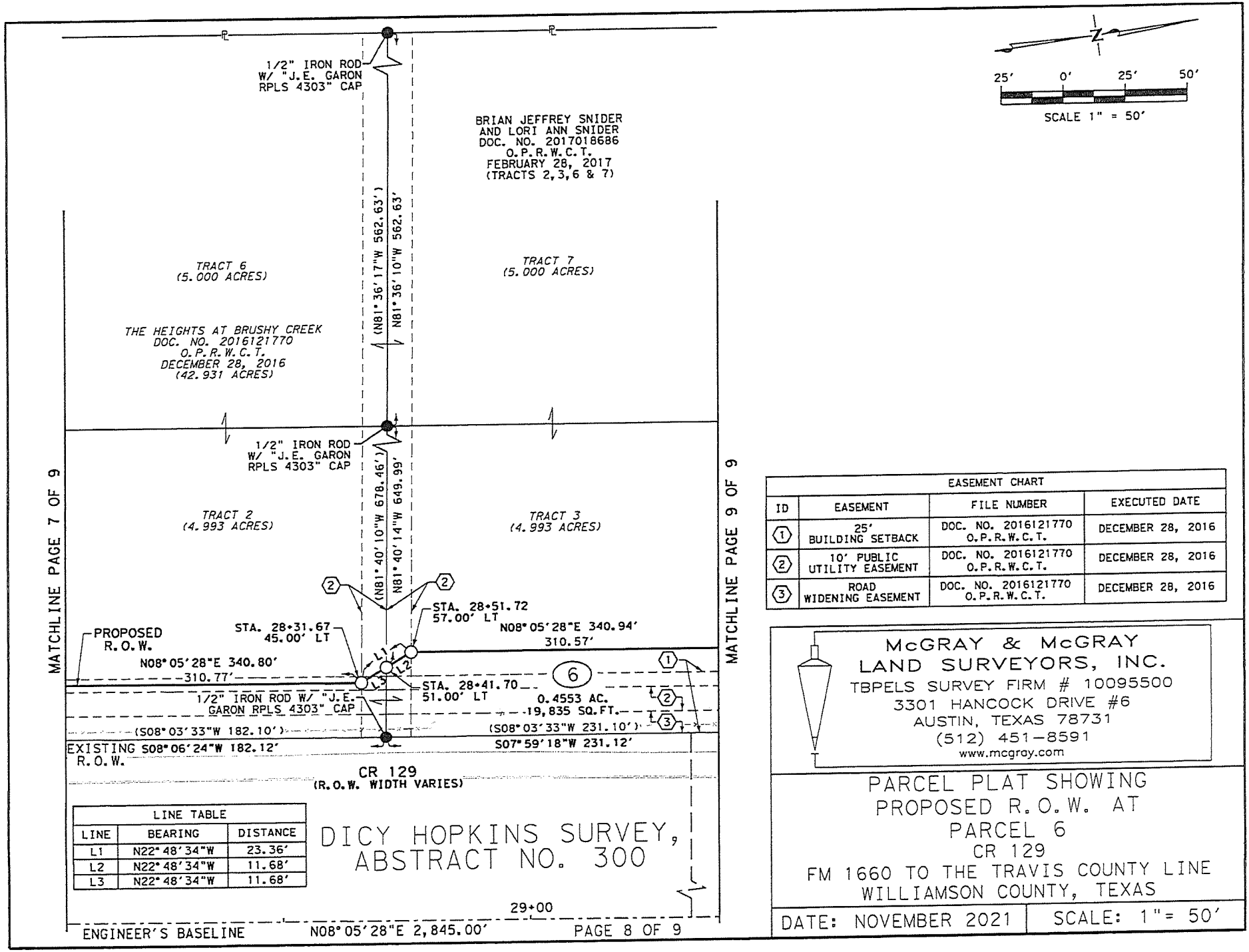
DICY HOPKINS SURVEY, ABSTRACT NO. 300

PARCEL PLAT SHOWING PROPOSED R.O.W. AT PARCEL 6 CR 129

FM 1660 TO THE TRAVIS COUNTY LINE
WILLIAMSON COUNTY, TEXAS

DATE: NOVEMBER 2021 | SCALE: 1"= 50'



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N22°48'34"W	23.36'
L2	N22°48'34"W	11.68'
L3	N22°48'34"W	11.68'

DICY HOPKINS SURVEY, ABSTRACT NO. 300

EASEMENT CHART			
ID	EASEMENT	FILE NUMBER	EXECUTED DATE
1	25' BUILDING SETBACK	DOC. NO. 2016121770 O.P.R.W.C.T.	DECEMBER 28, 2016
2	10' PUBLIC UTILITY EASEMENT	DOC. NO. 2016121770 O.P.R.W.C.T.	DECEMBER 28, 2016
3	ROAD WIDENING EASEMENT	DOC. NO. 2016121770 O.P.R.W.C.T.	DECEMBER 28, 2016

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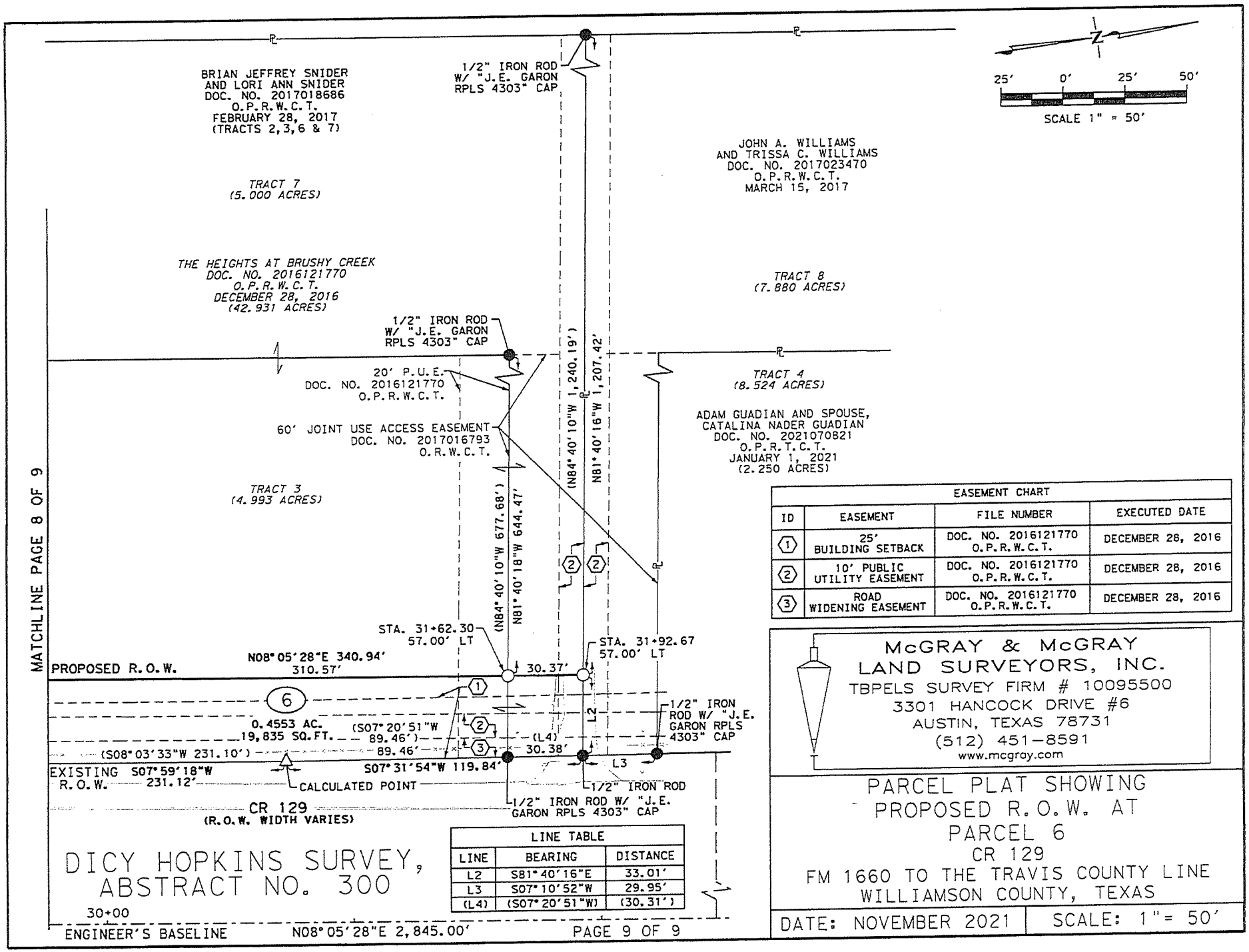
PARCEL PLAT SHOWING PROPOSED R.O.W. AT PARCEL 6

CR 129
FM 1660 TO THE TRAVIS COUNTY LINE
WILLIAMSON COUNTY, TEXAS

DATE: NOVEMBER 2021 | SCALE: 1"= 50'



EASEMENT CHART			
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1	25' BUILDING SETBACK	DOC. NO. 2016121770 O.P.R.W.C.T.	DECEMBER 28, 2016
2	10' PUBLIC UTILITY EASEMENT	DOC. NO. 2016121770 O.P.R.W.C.T.	DECEMBER 28, 2016
3	ROAD WIDENING EASEMENT	DOC. NO. 2016121770 O.P.R.W.C.T.	DECEMBER 28, 2016

LINE TABLE		
LINE	BEARING	DISTANCE
L2	S81°40'16"E	33.01'
L3	S07°10'52"W	29.95'
(L4)	(S07°20'51"W)	(30.31')

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PARCEL PLAT SHOWING PROPOSED R.O.W. AT PARCEL 6 CR 129 FM 1660 TO THE TRAVIS COUNTY LINE WILLIAMSON COUNTY, TEXAS

DICY HOPKINS SURVEY,
ABSTRACT NO. 300

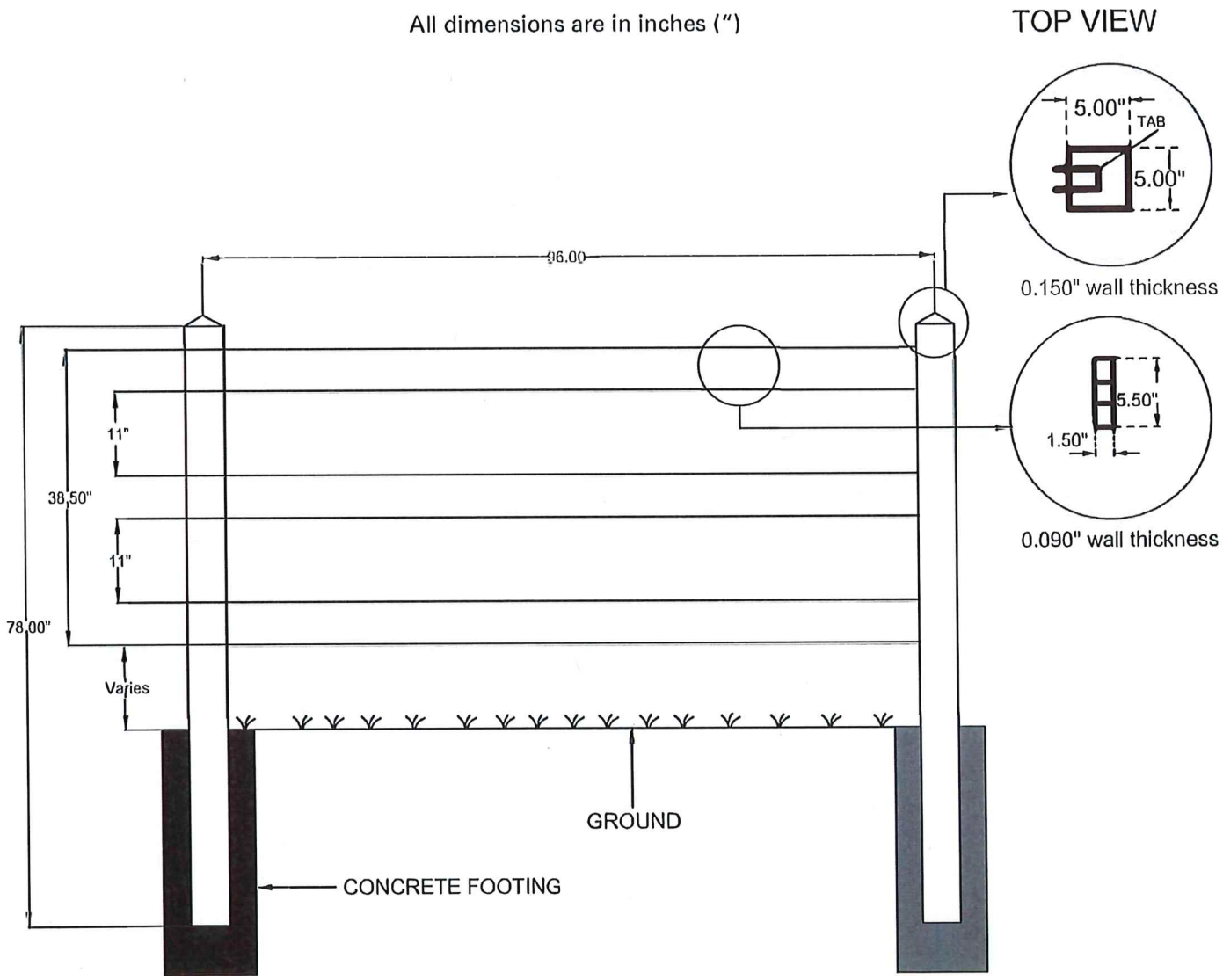
DATE: NOVEMBER 2021 | SCALE: 1"= 50'

Product Specifications

Exhibit "B"

This fence can be trimmed down in width to accommodate custom applications

All dimensions are in inches (")



*Check local code before installing.

Exhibit "C"

Parcel 6

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 **BRIAN JEFFREY SNIDER and LORI ANN SNIDER**, 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 0.4553 acre (19,835 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 6**)

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:

_____
Brian Jeffrey Snider

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the _____ day of _____, 2022 by Brian Jeffrey Snider, in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

GRANTOR:

_____
Lori Ann Snider

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the _____ day of _____, 2022 by Lori Ann Snider, in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

PREPARED IN THE OFFICE OF:
Sheets & Crossfield, PLLC
309 East Main
Round Rock, Texas 78664

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

AFTER RECORDING RETURN TO:

Commissioners Court - Regular Session **42.**

Meeting Date: 04/05/2022

CR 129 Purchase 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 Santa Aguirre Mondragon for 0.015 AC of right of way needed on the CR 129 project (Parcel 5). Funding Source: Road Bonds P375

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Mondragon contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	03/31/2022 10:33 AM
Form Started By: Charlie Crossfield		Started On: 03/30/2022 02:38 PM
Final Approval Date: 03/31/2022		

REAL ESTATE CONTRACT
County Road 129 Right of Way—Parcel 5

THIS REAL ESTATE CONTRACT ("Contract") is made by **SANTA AGUIRRE MONDRAGON, a married person** (referred to in this Contract as "Seller") and **WILLIAMSON COUNTY, TEXAS** (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I
PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract of land described as follows:

> Being a 0.0150-acre (654 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 5**);

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements situated on and attached to the Property described in Exhibit "A" not otherwise agreed herein to be retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II
PURCHASE PRICE

Purchase Price and Additional Compensation

2.01. The Purchase Price for the Property described in Exhibit "A" shall be the sum of NINE HUNDRED SIXTEEN and 00/100 Dollars ($916.00).

2.01.1. As Additional Compensation for any improvements on the Property, the reconstruction or reconfiguration of fencing, and any damage to and/or cost to cure the remaining property of Seller, Purchaser shall pay the sum of THREE THOUSAND TWO HUNDRED and 00/100 Dollars ($3,200.00).

Payment of Purchase Price and Additional Compensation

2.02. The Purchase Price and Additional Compensation shall be payable in cash or other good funds at the Closing.

Special Provisions

2.03. FENCE RELOCATION/REPLACEMENT. As additional consideration for the purchase of the Property, and as an obligation which shall survive the Closing of this Contract, Purchaser agrees that it shall at its sole expense relocate or replace the existing white, three rail aluminum fence within the Property to a location on the new right of way line between the western boundary of the Property and the remaining property of Seller.

The relocation or reconstruction of the fence identified herein shall be completed by Purchaser's agents or contractors as part of the proposed CR 129 roadway facility improvements project ("Project") upon the Property. For any portion of the existing fence structure which is unable to be relocated, Purchaser shall construct and install substantially similar number of replacement linear feet of fencing in the same relative location along the new property boundary as currently existing. Any replacement fencing construction shall be in substantial compliance with the design, material, location, and specifications as shown on Exhibit "B" attached hereto and incorporated herein.

By execution of this Contract Seller grants Purchaser, its agents and contractors, the temporary right to enter the remaining property of Seller only in the limited location and for the limited time period during the proposed Project construction term which are necessary to carry out the obligations of this paragraph.

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 April 30, 2022, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Deed conveying good and indefeasible title to Williamson County, Texas in fee simple to all of the Property described in Exhibit "A", free and clear of any and all monetary liens and restrictions, except for the following:

(a) General real estate taxes for the year of closing and subsequent years not yet due and payable.

(b) Any exceptions approved by Purchaser pursuant to Article III hereof; and

(c) Any exceptions approved by Purchaser in writing.

The Deed shall be in the form as shown in Exhibit "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 and Additional Compensation.

Prorations

5.04. General real estate taxes for the then current year relating to the Property shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation but shall otherwise remain the continuing obligation of Seller to satisfy. Agricultural roll-back taxes, if any, which directly result from completion of this transaction and conveyance shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

(1) Owner's Title Policy and survey to be paid by Purchaser.

(2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.

(3) All other closing costs shall be paid by Purchaser.

(4) Attorney's fees paid by each party incurring same respectively.

ARTICLE VI
BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

ARTICLE VII
BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made, then Seller shall receive the amount of $500 as liquidated damages for any failure by Purchaser.

ARTICLE VIII
MISCELLANEOUS

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

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

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09. In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10. This Contract shall be effective as of the date it is approved by Williamson County, Texas which date is indicated beneath the County Judge's signature below.

Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

Contingent Possession and Use Agreement

8.12. Upon completion of (1) the full execution of this Contract by all parties, and (2) acknowledgment by the Title Company of delivery by Purchaser of the full Purchase Price to the Title Company, Purchaser, its agents and contractors shall be permitted at any time after May 31, 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 or the obligations of this Contract, 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.

[signature page follows]

SELLER:

Santa Mondragon (Mar 18, 2022 15:23 CDT)

Santa Aguirre Mondragon

Address: 900 county road 129 | Taylor, Tx 76574

Date: _____

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
County Judge

Date:_____

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

EXHIBIT A

County: Williamson
Highway: County Road 129
Project Limits: From FM 1660 to Travis County Line

November 24, 2021

PROPERTY DESCRIPTION FOR PARCEL 5

DESCRIPTION OF a 654 square foot (0.0150 of one acre) parcel of land out of the Dicy Hopkins Survey, Abstract No. 300, in Williamson County, Texas, and being a portion of Tract 5, The Heights at Brushy Creek, a subdivision of record in Document No. 2016121770, Official Public Records, Williamson County, Texas (O.P.R.W.C.T.), said Tract 5 conveyed to Santa Aguirre Mondragon by Warranty Deed with Vendor's Lien dated February 1, 2017, as recorded in Document No. 2017010681, O.P.R.W.C.T., said 654 square foot (0.0150 of one acre) parcel of land being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2-inch iron rod with "J.E. Garon RPLS 4303" cap found at the northwest corner of said Tract 5, being at the southwest corner of Tract 6 in said The Heights at Brushy Creek subdivision, said Tract 6 conveyed to Brian Jeffrey Snider and Lori Ann Snider by General Warranty Deed dated February 28, 2017, as recorded in Document No. 2017018686, O.P.R.W.C.T., from which a 1/2-inch iron rod with "Forest RPLS 1847" cap found at the southwest corner of said Tract 5, being at the northwest corner of that tract described as 13.31 acres conveyed to Chad A. Nichols and Angella L. Nichols by Warranty Deed with Vendor's Lien dated June 30, 2016, as recorded in Document No. 2016069226, O.P.R.W.C.T., bears S 07°58'35" W, a distance of 230.03 feet;

THENCE S 81°40'04" E, along the north line of said Tract 5 and the south line of said Tract 6, a distance of 1,217.79 feet to a 1/2-inch iron rod with "McGray McGray" cap set in the proposed west right-of-way line of County Road 129 (CR 129), for the **POINT OF BEGINNING**, being 45.00 feet left of Engineer's Baseline Station 24+90.87 and having Surface Coordinates of North=10,151,573.40, East=3,189,092.64;

1) **THENCE, S 81°40'04" E**, continuing along the north line of said Tract 5 and the south line of said Tract 6, a distance of **21.92 feet** to a 1/2-inch iron rod with "J.E. Garon RPLS 4303" cap found at the northeast corner of said Tract 5, being at the southeast corner of said Tract 6, and being in the existing west right-of-way line of CR 129 (varying width), from which a 1/2-inch iron rod with "J.E. Garon RPLS 4303" cap found at the most easterly northeast corner of said Tract 6 bears N 08°18'11" E, a distance of 30.03 feet;

EXHIBIT A

PROPERTY DESCRIPTION FOR PARCEL 5

2) **THENCE, S 08°28'27" W,** along the east line of said Tract 5 and the existing west right-of-way line of CR 129, a distance of **29.99 feet** to a 1/2-inch iron rod with "J.E. Garon RPLS 4303" cap found at the most easterly southeast corner of said Tract 5, being at the northeast corner of Tract 1, in said The Heights at Brushy Creek subdivision, said Tract 1 conveyed to Jordan Danks and Ashley Danks by General Warranty Deed with Vendor's Lien in Favor of Third Party dated April 22, 2020, as recorded in Document No. 2020041932, O.P.R.W.C.T.;

3) **THENCE, N 81°40'04" W,** along a south line of said Tract 5 and the north line of said Tract 1, a distance of **21.72 feet** to a 1/2-inch iron rod with "McGray McGray" cap set in the proposed west right-of-way line of CR 129, being 45.00 feet left of Engineer's Baseline Station 24+60.88, from which a mag nail found on top of a 2-inch fence corner post at a corner in the south line of said Tract 5, being at the northwest corner of said Tract 1, bears N 81°40'04" W, a distance of 600.65 feet;

4) **THENCE, N 08°05'28" E,** along the proposed west right-of-way line of CR 129, crossing said Tract 5, a distance of **29.99 feet** to the **POINT OF BEGINNING** and containing 654 square feet (0.0150 of one acre) of land, more or less.

All bearings and coordinates shown are based on the Texas Coordinate System (TCS), Central Zone (4203), North American Datum 1983 (NAD 83) 2011 Adjustment, Epoch 2010.00. All distances and coordinates shown are surface and may be converted to grid by dividing by a surface adjustment factor of 1.00011. All measurements are in U.S. Survey Feet.

EXHIBIT A

County: Williamson
Highway: County Road 129
Project Limits: From FM 1660 to Travis County Line

November 24, 2021

PROPERTY DESCRIPTION FOR PARCEL 5

A parcel plat of even date was prepared in conjunction with this property description.

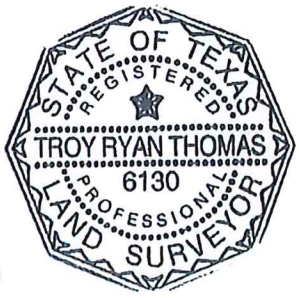
STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TRAVIS §

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 24th day of November, 2021 A.D.

SURVEYED BY:

McGRAY & McGRAY LAND SURVEYORS, INC.
3301 Hancock Dr., Ste. 6 Austin, TX 78731 (512) 451-8591
TBPELS Survey Firm# 10095500

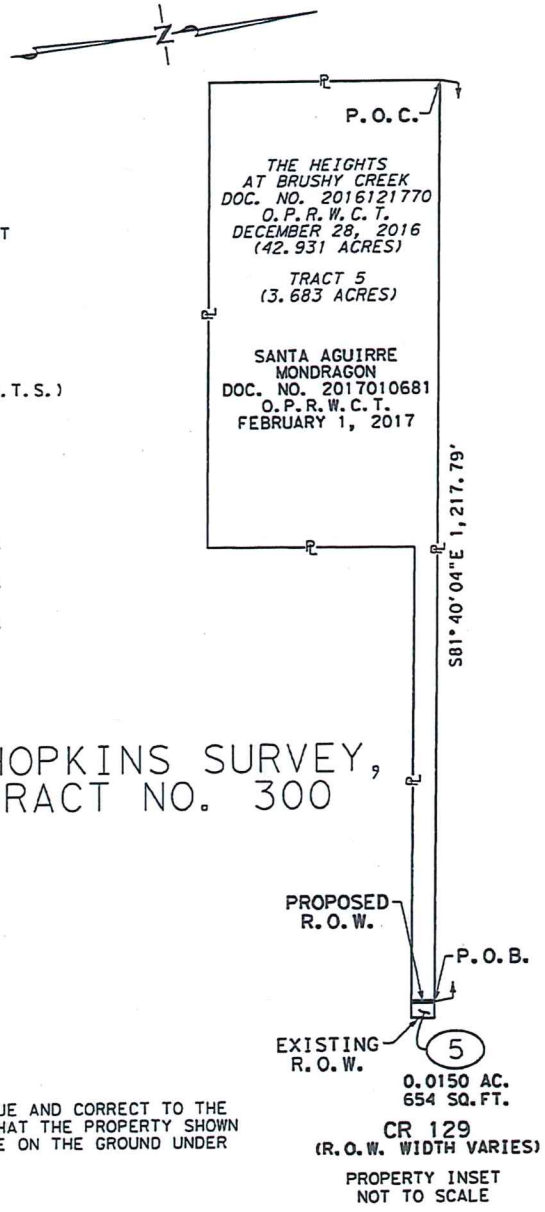


11/24/2021

Troy R. Thomas, Reg. Professional Land Surveyor No. 6130
2021/Descriptions/CR 129 Williamson County/Parcel 5

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
D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
(1)	PARCEL NUMBER FOR R.O.W. ACQUISITION



DICY HOPKINS SURVEY, ABSTRACT NO. 300

STATE OF TEXAS
REGISTERED
TROY RYAN THOMAS
6130
PROFESSIONAL
LAND SURVEYOR

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.

TROY R. THOMAS, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6130

11/24/2021
DATE

NOTES:

1. ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203), NORTH AMERICAN DATUM 1983 (NAD 83), 2011 ADJUSTMENT, EPOCH 2010.00. ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A SURFACE ADJUSTMENT FACTOR OF 1.00011. UNITS: U.S. SURVEY FEET.
2. THIS SURVEY WAS PREPARED WITH THE BENEFIT OF A TITLE COMMITMENT PROVIDED BY TEXAN TITLE INSURANCE COMPANY 2021.
3. ABSTRACTING AND FIELD SURVEYING WERE PERFORMED FROM JUNE 2020 THROUGH NOVEMBER 2021.
4. PLANIMETRICS SHOWN HEREON WERE COLLECTED BETWEEN JUNE 2020 AND DECEMBER 2020.
5. THIS PARCEL PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.

REVISIONS

RECORD	ACQUISITION	REMAINING LT
3.683 AC. (160,431 SQ.FT.)	0.0150 AC. (654 SQ.FT.)	3.668 AC. (159,777 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 5 CR 129 FM 1660 TO THE TRAVIS COUNTY LINE WILLIAMSON COUNTY, TEXAS

DATE: NOVEMBER 2021 | SCALE: N.T.S.

THE SURVEY SHOWN WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. 21061623 ISSUED BY TEXAN TITLE INSURANCE COMPANY, EFFECTIVE DATE JULY 1, 2021, ISSUED DATE JULY 13, 2021.

1. SUBJECT TO: DOCUMENT NO. 2016121770 (PLAT) AND DOCUMENT NO. 2017005619, O.R.W.C.T.

10A. RIGHT OF WAY EASEMENT TO MANVILLE WATER SUPPLY CORPORATION IN VOLUME 581, PAGE 729, D.R.W.C.T. (UNABLE TO PLOT)

10E. ALL BUILDING SETBACK LINES AS SET OUT AND DESCRIBED IN DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS IN DOCUMENT NO. 2017005619, O.R.W.C.T. (AS SHOWN)

10G. EASEMENT AGREEMENT FOR ACCESS, PARTIALLY RECIPROCAL IN DOCUMENT NO. 2017010683, O.R.W.C.T. (AS SHOWN)

10H. EASEMENT AND RIGHT OF WAY TO ONCOR ELECTRIC DELIVERY COMPANY IN DOCUMENT NO. 2018046463, O.R.W.C.T. (AS SHOWN)

10I. ROAD WIDENING EASEMENT ALONG COUNTY ROAD 129 IN DOCUMENT NO. 2016121770, O.R.W.C.T. (AS SHOWN)

10J. A 10' PUBLIC UTILITY EASEMENT ALONG COUNTY ROAD 129 IN DOCUMENT NO. 2016121770, O.R.W.C.T. (AS SHOWN)

10K. A 25' BUILDING SETBACK LINE ALONG COUNTY ROAD 129 IN DOCUMENT NO. 2016121770, O.R.W.C.T. (AS SHOWN)

10L. A 75' OSSF SETBACK IN DOCUMENT NO. 2016121770, O.R.W.C.T. (DOES NOT AFFECT, AS SHOWN)

10M. A 10' PUBLIC UTILITY EASEMENT ALONG THE NORTHERLY PROPERTY LINE IN DOCUMENT NO. 2016121770, O.R.W.C.T. (AS SHOWN)

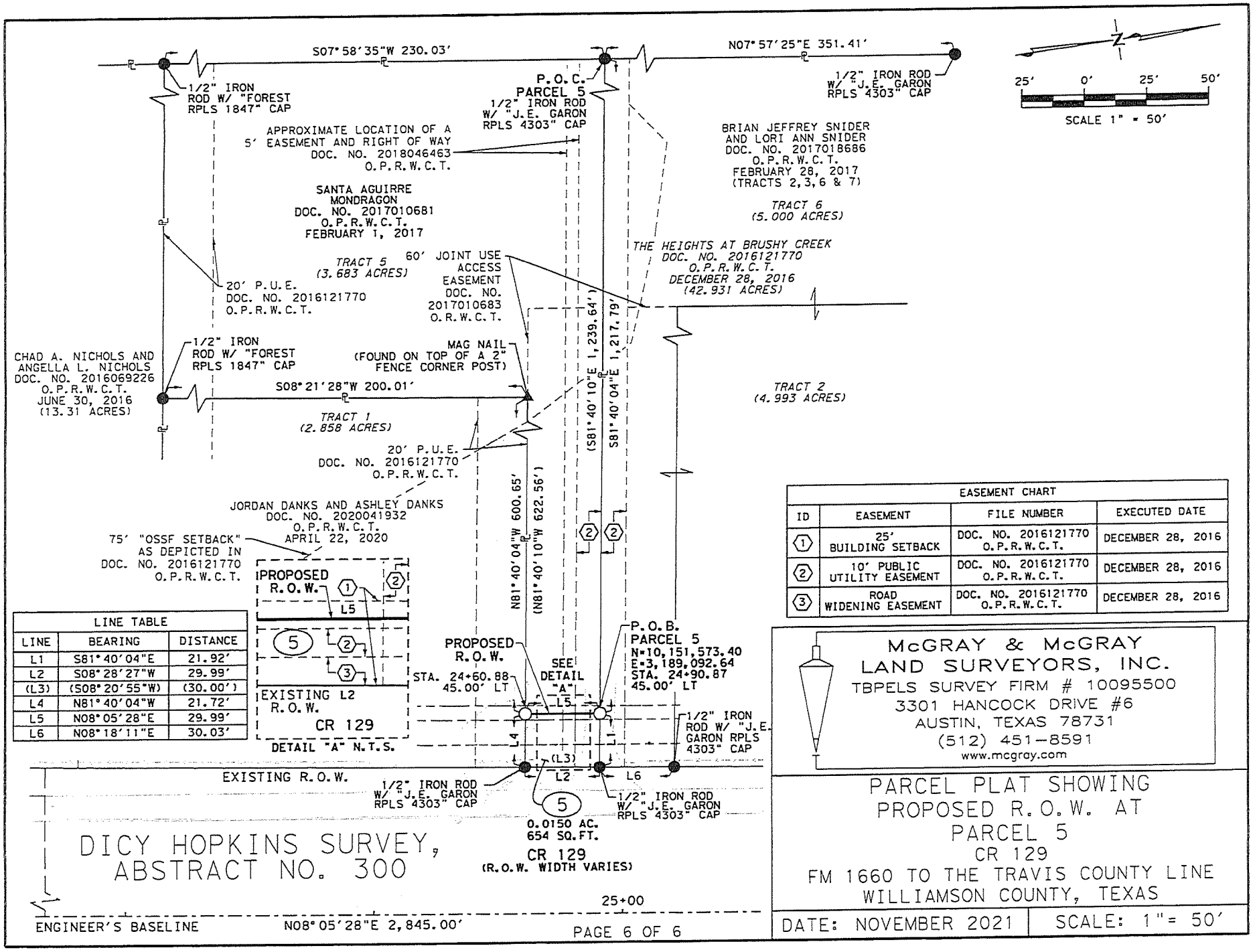
RECORD	ACQUISITION	REMAINING LT
3.683 AC. (160,431 SQ.FT.)	0.0150 AC. (654 SQ.FT.)	3.668 AC. (159,777 SQ.FT.)

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 5

CR 129
FM 1660 TO THE TRAVIS COUNTY LINE
WILLIAMSON COUNTY, TEXAS

DATE: NOVEMBER 2021 | SCALE: N.T.S.



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S81°40'04"E	21.92'
L2	S08°28'27"W	29.99'
(L3)	(S08°20'55"W)	(30.00')
L4	N81°40'04"W	21.72'
L5	N08°05'28"E	29.99'
L6	N08°18'11"E	30.03'

EASEMENT CHART			
ID	EASEMENT	FILE NUMBER	EXECUTED DATE
1	25' BUILDING SETBACK	DOC. NO. 2016121770 O.P.R.W.C.T.	DECEMBER 28, 2016
2	10' PUBLIC UTILITY EASEMENT	DOC. NO. 2016121770 O.P.R.W.C.T.	DECEMBER 28, 2016
3	ROAD WIDENING EASEMENT	DOC. NO. 2016121770 O.P.R.W.C.T.	DECEMBER 28, 2016

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TBPELS SURVEY FIRM # 10095500
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PARCEL PLAT SHOWING PROPOSED R.O.W. AT PARCEL 5

CR 129
FM 1660 TO THE TRAVIS COUNTY LINE
WILLIAMSON COUNTY, TEXAS

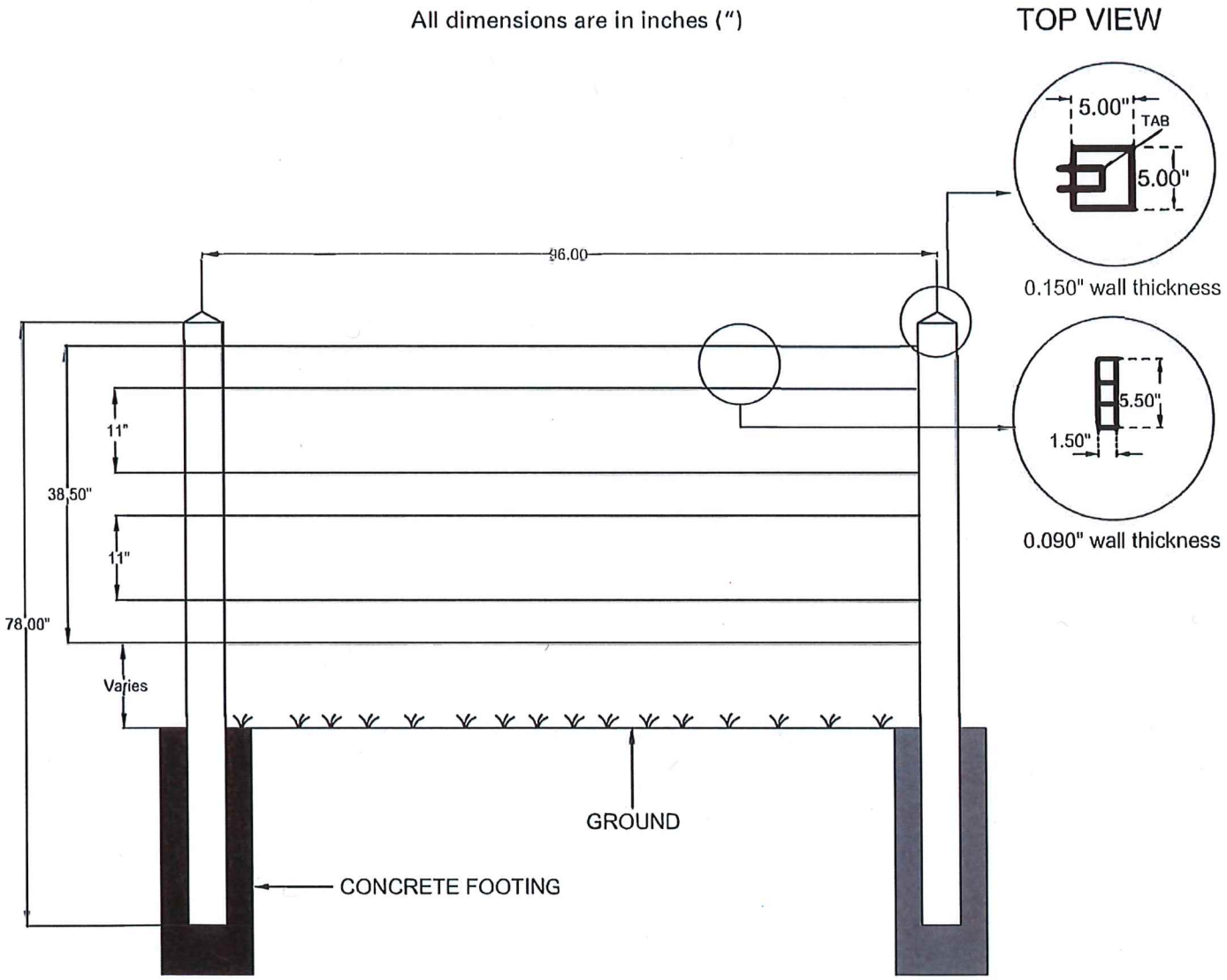
DATE: NOVEMBER 2021 | SCALE: 1"= 50'

Product Specifications

Exhibit "B"

This fence can be trimmed down in width to accommodate custom applications

All dimensions are in inches (")



*Check local code before installing.

Exhibit "C"

Parcel 5

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 **SANTA AGUIRRE MONDRAGON, a married person,** not joined by my spouse as this property is my sole and separate property and forms no portion of my homestead either owned or occupied, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto **WILLIAMSON COUNTY, TEXAS**, all that certain tract or parcel of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows (the "Property"):

> Being a 0.0150 acre (654 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 5**)

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

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

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

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

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of CR 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:

_____
Santa Aguirre Mondragon, a married person

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the _____ day of _____, 2022 by Santa Aguirre Mondragon, 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:

MONDRAGON(5)--purchase contract for CR129 r.o.w. (LD 3.16.22)

Final Audit Report 2022-03-18

Created:	2022-03-18
By:	Deborah Everett (Deverett@ersacq.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAF-z5dKVII33-5XgQ3Us2JmmCu_LPwSa4

"MONDRAGON(5)--purchase contract for CR129 r.o.w. (LD 3.16 .22)" History

Document created by Deborah Everett (Deverett@ersacq.com)
2022-03-18 - 5:56:03 PM GMT- IP address: 76.251.162.95

Document emailed to Santa Mondragon (santa.mondragon1@gmail.com) for signature
2022-03-18 - 6:07:08 PM GMT

Email viewed by Santa Mondragon (santa.mondragon1@gmail.com)
2022-03-18 - 6:41:09 PM GMT- IP address: 107.77.196.131

Document e-signed by Santa Mondragon (santa.mondragon1@gmail.com)
Signature Date: 2022-03-18 - 8:23:55 PM GMT - Time Source: server- IP address: 107.77.197.117

Agreement completed.
2022-03-18 - 8:23:55 PM GMT

Commissioners Court - Regular Session **43.**

Meeting Date: 04/05/2022

CR 129 Purchase 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 John and Trissa Williams for 0.0225 AC of right of way needed on the CR 129 project (Parcel 9). Funding Source: Road Bonds P375

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Williams

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	03/31/2022 10:45 AM
Form Started By: Charlie Crossfield		Started On: 03/30/2022 02:42 PM
Final Approval Date: 03/31/2022		

REAL ESTATE CONTRACT
County Road 129 Right of Way—Parcel 9

THIS REAL ESTATE CONTRACT ("Contract") is made by **JOHN A. AND TRISSA C. WILLIAMS** (referred to in this Contract as "Seller") and **WILLIAMSON COUNTY, TEXAS** (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I
PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract of land described as follows:

> Being a 0.0225-acre (981 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 9**).

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements situated on and attached to the Property described in Exhibit "A" not otherwise agreed herein to be retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II
PURCHASE PRICE

Purchase Price and Additional Compensation

2.01. The Purchase Price for the Property described in Exhibit "A" shall be the sum of ONE THOUSAND THREE HUNDRED SEVENTY-THREE and 00/100 Dollars ($1,373.00).

2.01.1. As Additional Compensation for any improvements on the Property (other than three rail fence as identified in Paragraph 2.03 below), and any damage to and/or cost to cure the remaining property of Seller, Purchaser shall pay the sum of ZERO and 00/100 Dollars ($0.00).

Payment of Purchase Price and Additional Compensation

2.02. The Purchase Price and Additional Compensation shall be payable in cash or other good funds at the Closing.

Special Provisions

2.03. FENCE RELOCATION/REPLACEMENT. As additional consideration for the purchase of the Property, and as an obligation which shall survive the Closing of this Contract, Purchaser agrees that it shall at its sole expense relocate or replace the existing white, three rail aluminum fence within the Property to a location on the new right of way line between the western boundary of the Property and the remaining property of Seller.

The relocation or reconstruction of the fence identified herein shall be completed by Purchaser's agents or contractors as part of the proposed CR 129 roadway facility improvements project ("Project") upon the Property. For any portion of the existing fence structure which is unable to be relocated, Purchaser shall construct and install substantially similar number of replacement linear feet of fencing in the same relative location along the new property boundary as currently existing. Any replacement fencing construction shall be in substantial compliance with the design, material, location, and specifications as shown on Exhibit "B" attached hereto and incorporated herein.

By execution of this Contract Seller grants Purchaser, its agents and contractors, the temporary right to enter the remaining property of Seller only in the limited location and for the limited time period during the proposed Project construction term which are necessary to carry out the obligations of this paragraph.

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 April 30, 2022, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Deed conveying good and indefeasible title to Williamson County, Texas in fee simple to all of the Property described in Exhibit "A", free and clear of any and all monetary liens and restrictions, except for the following:

(a) General real estate taxes for the year of closing and subsequent years not yet due and payable.

(b) Any exceptions approved by Purchaser pursuant to Article III hereof; and

(c) Any exceptions approved by Purchaser in writing.

The Deed shall be in the form as shown in Exhibit "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 and Additional Compensation.

Prorations

5.04. General real estate taxes for the then current year relating to the Property shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation but shall otherwise remain the continuing obligation of Seller to satisfy. Agricultural roll-back taxes, if any, which directly result from completion of this transaction and conveyance shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

(1) Owner's Title Policy and survey to be paid by Purchaser.

(2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.

(3) All other closing costs shall be paid by Purchaser.

(4) Attorney's fees paid by each party incurring same respectively.

ARTICLE VI
BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

ARTICLE VII
BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made, then Seller shall receive the amount of $500 as liquidated damages for any failure by Purchaser.

ARTICLE VIII
MISCELLANEOUS

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

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

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09. In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10. This Contract shall be effective as of the date it is approved by Williamson County, Texas which date is indicated beneath the County Judge's signature below.

Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

Contingent Possession and Use Agreement

8.12. Upon completion of (1) the full execution of this Contract by all parties, and (2) acknowledgment by the Title Company of delivery by Purchaser of the full Purchase Price to the Title Company, Purchaser, its agents and contractors shall be permitted at any time after May 31, 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 or the obligations of this Contract, 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.

[signature page follows]

SELLER:

John A. Williams

Address: 630 CR 129
Taylor, TX 76574

Date: 3-21-22

Trissa C. Williams

Date: 3-21-22

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
County Judge

Date:_____

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

EXHIBIT A

County: Williamson
Highway: County Road 129
Project Limits: From FM 1660 to Travis County Line

December 10, 2021

PROPERTY DESCRIPTION FOR PARCEL 9

DESCRIPTION OF a 981 square foot (0.0225 of one acre) parcel of land out of the Dicy Hopkins Survey, Abstract No. 300, in Williamson County, Texas, and being a portion of Tract 8, The Heights at Brushy Creek, a subdivision of record in Document No. 2016121770, Official Public Records, Williamson County, Texas (O.P.R.W.C.T.), said Tract 8 conveyed to John A. Williams and Trissa C. Williams by Warranty Deed with Vendor's Lien dated March 15, 2017, as recorded in Document No. 2017023470, O.P.R.W.C.T., said 981 square foot (0.0225 of one acre) parcel of land being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2-inch iron rod with "J.E. GARON RPLS 4303" cap found at the southwest corner of said Tract 8, being at the northwest corner of Tract 7 in said The Heights at Brushy Creek subdivision, said Tract 7 conveyed to Brian Jeffrey Snider and Lori Ann Snider by General Warranty Deed dated February 28, 2017, as recorded in Document No. 2017018686, O.P.R.W.C.T.;

THENCE S 81°40'16" E, along the south line of said Tract 8 and the north line of said Tract 7, a distance of 1,207.42 feet to a 1/2-inch iron rod with "McGray McGray" cap set in the proposed west right-of-way line of County Road 129 (CR 129), for the **POINT OF BEGINNING**, being 57.00 feet left of Engineer's Baseline Station 31+92.67 and having Surface Coordinates of North=10,152,269.90, East=3,189,179.53;

1) **THENCE, N 08°05'28" E**, along the proposed west right-of-way line of CR 129, crossing said Tract 8, a distance of **29.95 feet** to a 1/2-inch iron rod with "McGray McGray" cap set in the north line of said Tract 8, being in the south line of Tract 4, in said The Heights at Brushy Creek subdivision, and being a 2.250 acre portion of Tract 4 conveyed to Adam Guadian and spouse, Catalina Nader Guadian by General Warranty Deed dated January 1, 2021, as recorded in Document No. 2021070821, O.P.R.W.C.T., and being 57.00 feet left of Engineer's Baseline Station 32+22.62, from which a 1/2-inch iron rod with "J.E. GARON RPLS 4303" cap found at the southwest corner of said Tract 4 bears N 81°40'13" W, passing at a distance of 382.97 feet a point at the southwest corner of said 2.250 acre tract and at the most westerly southeast corner of the remainder of said Tract 4, from which a 1/2-inch iron rod with "WALS" cap found bears N 07°19'37" E, a distance of 0.20 feet, continuing an additional distance of 261.98 feet along the south line of said Tract 4, for a total distance of 644.95 feet;

EXHIBIT A

PROPERTY DESCRIPTION FOR PARCEL 9

2) **THENCE, S 81°40'13" E**, along the north line of said Tract 8 and the south line of said 2.250 acre portion of Tract 4, a distance of **32.53 feet** to a 1/2-inch iron rod with "J.E. GARON RPLS 4303" cap found at the northeast corner of said Tract 8, being at the southeast corner of said 2.250 acre portion of Tract 4, and being in the existing west right-of-way line of CR 129 (varying width);

3) **THENCE, S 07°10'52" W**, along the east line of said Tract 8 and the existing west right-of-way line of CR 129, a distance of **29.95 feet** to a 1/2-inch iron rod found at the southeast corner of said Tract 8, being at the northeast corner of said Tract 7, from which a 1/2-inch iron rod with "J.E. GARON RPLS 4303" cap found at the northeast corner of Tract 3, in said The Heights at Brushy Creek subdivision, said Tract 3 conveyed to Brian Jeffrey Snider and Lori Ann Snider by said Document No. 2017018686, bears S 07°31'54" W, a distance of 30.38 feet;

4) **THENCE, N 81°40'16" W**, along the south line of said Tract 8 and the north line of said Tract 7, a distance of **33.01 feet** to the **POINT OF BEGINNING** and containing 981 square feet (0.0225 of one acre) of land, more or less.

All bearings and coordinates shown are based on the Texas Coordinate System (TCS), Central Zone (4203), North American Datum 1983 (NAD 83) 2011 Adjustment, Epoch 2010.00. All distances and coordinates shown are surface and may be converted to grid by dividing by a surface adjustment factor of 1.00011. All measurements are in U.S. Survey Feet.

EXHIBIT A

County: Williamson
Highway: County Road 129
Project Limits: From FM 1660 to Travis County Line

December 10, 2021

PROPERTY DESCRIPTION FOR PARCEL 9

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.

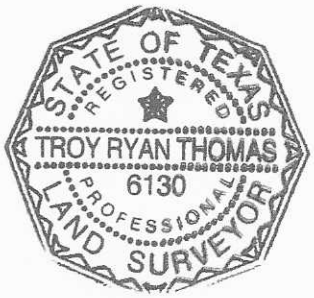
WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, this the 10th day of December, 2021 A.D.

SURVEYED BY:

McGRAY & McGRAY LAND SURVEYORS, INC.
3301 Hancock Dr., Ste. 6 Austin, TX 78731 (512) 451-8591
TBPELS Survey Firm# 10095500

12/10/2021

Troy R. Thomas, Reg. Professional Land Surveyor No. 6130
2021/Descriptions/CR 129 Williamson County/Parcel 9



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
D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
(1)	PARCEL NUMBER FOR R.O.W. ACQUISITION

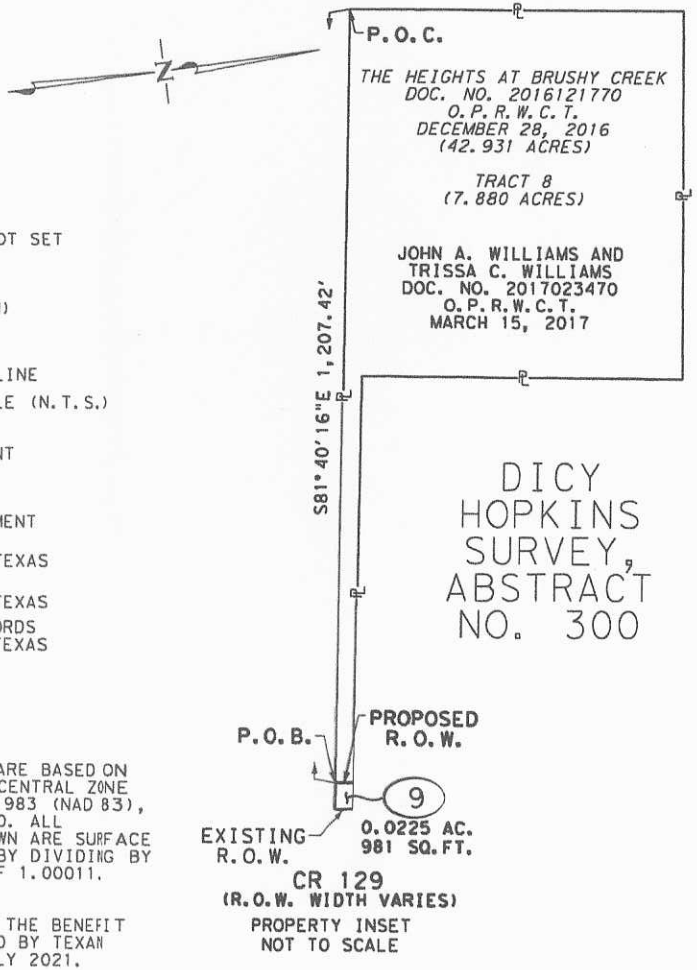
NOTES:

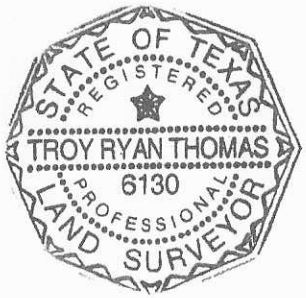
1. ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203), NORTH AMERICAN DATUM 1983 (NAD 83), 2011 ADJUSTMENT, EPOCH 2010.00. ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A SURFACE ADJUSTMENT FACTOR OF 1.00011. UNITS: U.S. SURVEY FEET.
2. THIS SURVEY WAS PREPARED WITH THE BENEFIT OF A TITLE COMMITMENT PROVIDED BY TEXAN TITLE INSURANCE COMPANY IN JULY 2021.
3. ABSTRACTING AND FIELD SURVEYING WERE PERFORMED FROM JUNE 2020 THROUGH NOVEMBER 2021.
4. PLANIMETRICS SHOWN HEREON WERE COLLECTED BETWEEN JUNE 2020 AND DECEMBER 2020.
5. THIS PARCEL PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.

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.

12/10/2021

TROY R. THOMAS, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6130 — DATE





THE SURVEY SHOWN WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. 21061626 ISSUED BY TEXAN TITLE INSURANCE COMPANY, EFFECTIVE DATE JULY 1, 2021, ISSUED DATE JULY 13, 2021.

1. SUBJECT TO: DOCUMENT NO. 2016121770 (PLAT) AND DOCUMENT NO. 2017005619, O.R.W.C.T.

10A. RIGHT OF WAY EASEMENT TO MANVILLE WATER SUPPLY CORPORATION IN VOLUME 581, PAGE 729, D.R.W.C.T. (UNABLE TO PLOT)

10E. ALL BUILDING SETBACK LINES AS SET OUT AND DESCRIBED IN DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS IN DOCUMENT NO. 2017005619, O.R.W.C.T. (AS SHOWN)

10G. TERMS, PROVISIONS AND STIPULATIONS OF EASEMENT AGREEMENT FOR ACCESS, PARTIALLY RECIPROCAL IN DOCUMENT NO. 2017016793, O.R.W.C.T. (AS SHOWN)

10H. ROAD WIDENING EASEMENT ALONG COUNTY ROAD 129 IN DOCUMENT NO. 2016121770, O.R.W.C.T. (AS SHOWN)

10I. A 10' PUBLIC UTILITY EASEMENT ALONG COUNTY ROAD 129 IN DOCUMENT NO. 2016121770, O.R.W.C.T. (AS SHOWN)

10J. A 25' BUILDING SETBACK LINE ALONG COUNTY ROAD 129 IN DOCUMENT NO. 2016121770, O.R.W.C.T. (AS SHOWN)

10K. A 10' PUBLIC UTILITY EASEMENT ALONG THE SOUTHERLY PROPERTY LINE IN DOCUMENT NO. 2016121770, O.R.W.C.T. (AS SHOWN)

10L. A 25' OSSF SETBACK IN DOCUMENT NO. 2016121770, O.R.W.C.T. (DOES NOT AFFECT)

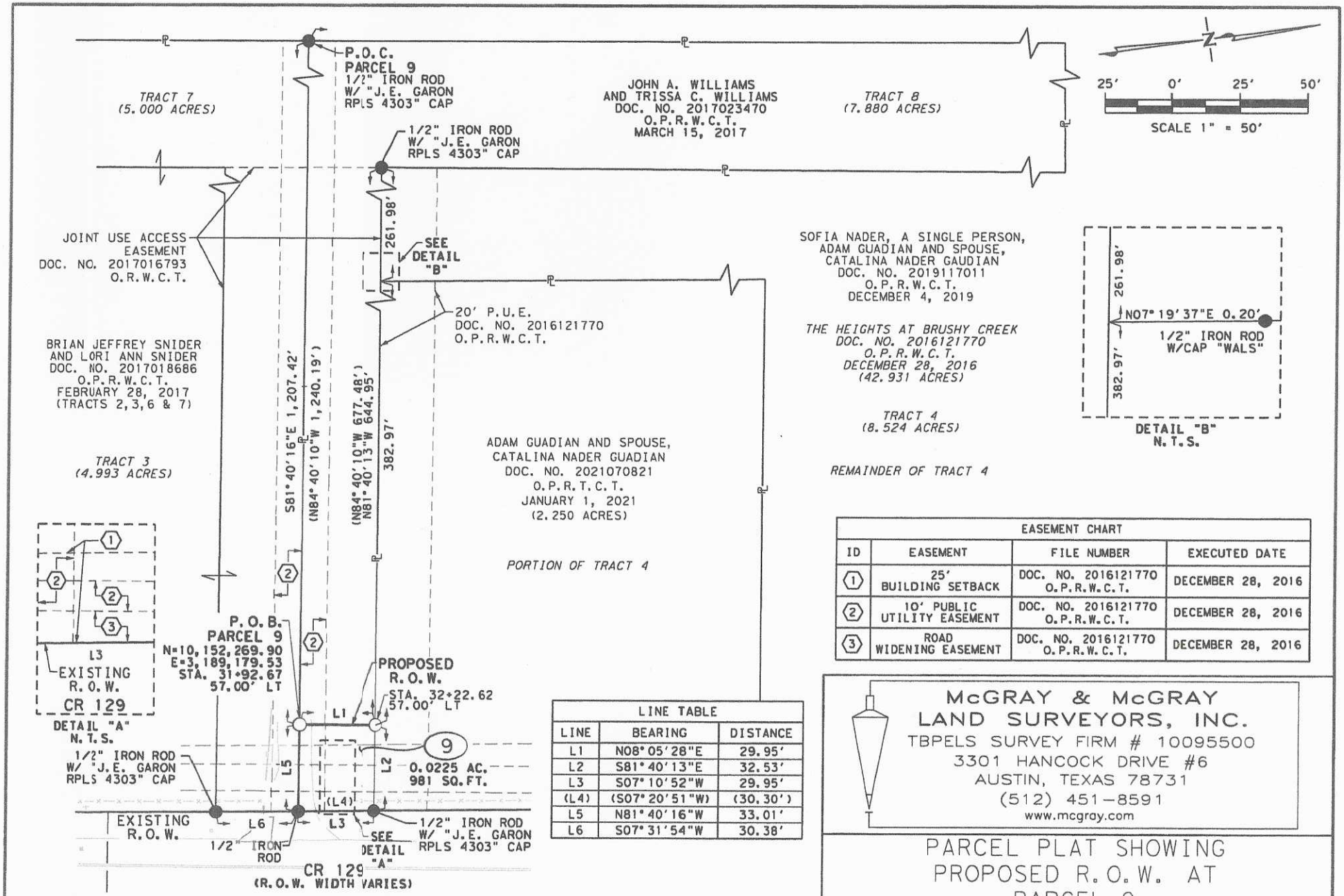
REVISIONS

RECORD	ACQUISITION	REMAINING LT
7.880 AC. (343,253 SQ.FT.)	0.0225 AC. (981 SQ.FT.)	7.858 AC. (342,272 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 9 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	N08°05'28"E	29.95'
L2	S81°40'13"E	32.53'
L3	S07°10'52"W	29.95'
(L4)	(S07°20'51"W)	(30.30')
L5	N81°40'16"W	33.01'
L6	S07°31'54"W	30.38'

EASEMENT CHART			
ID	EASEMENT	FILE NUMBER	EXECUTED DATE
(1)	25' BUILDING SETBACK	DOC. NO. 2016121770 O.P.R.W.C.T.	DECEMBER 28, 2016
(2)	10' PUBLIC UTILITY EASEMENT	DOC. NO. 2016121770 O.P.R.W.C.T.	DECEMBER 28, 2016
(3)	ROAD WIDENING EASEMENT	DOC. NO. 2016121770 O.P.R.W.C.T.	DECEMBER 28, 2016

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 9 CR 129 FM 1660 TO THE TRAVIS COUNTY LINE WILLIAMSON COUNTY, TEXAS

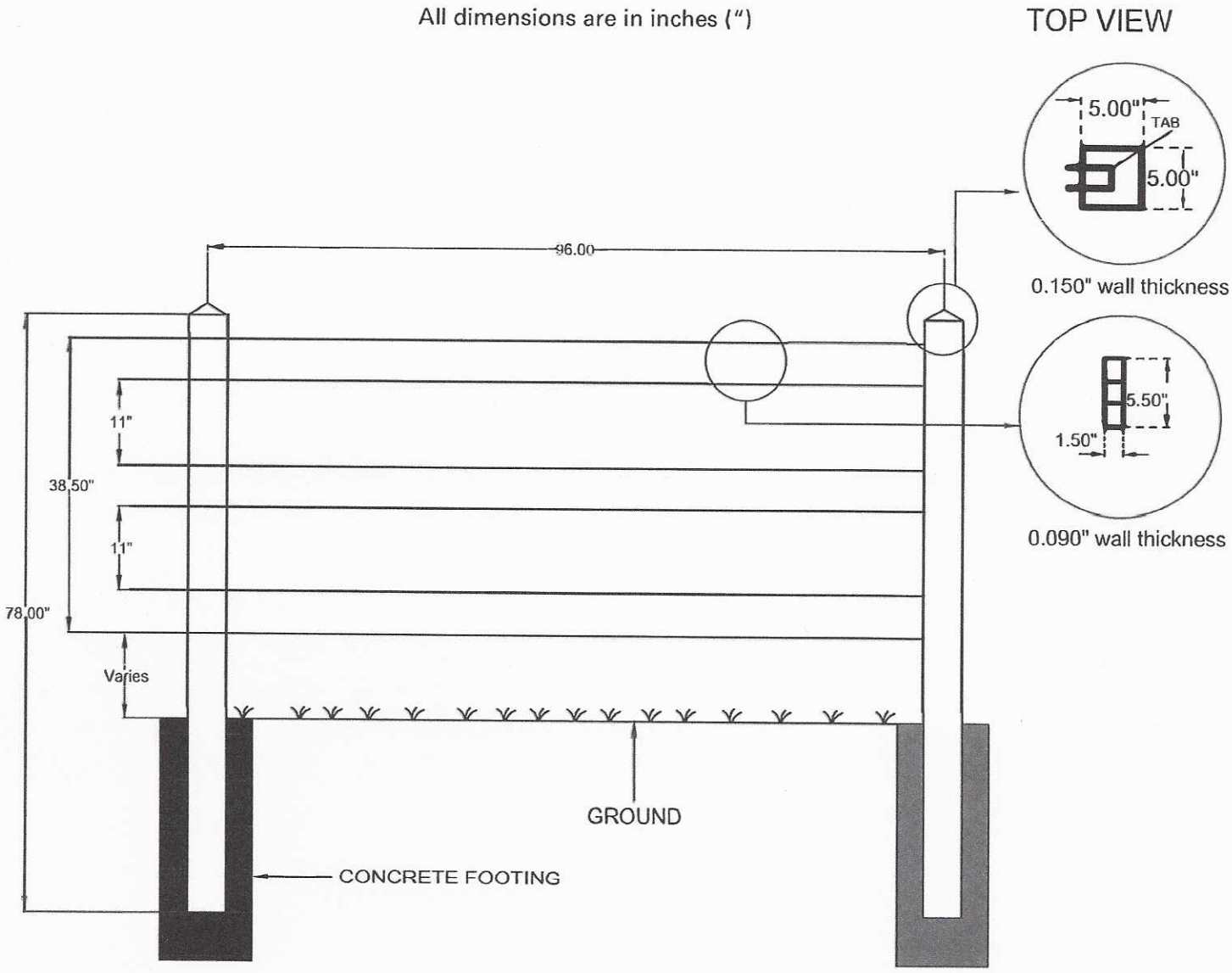
DATE: DECEMBER 2021 | SCALE: 1" = 50'

Product Specifications

Exhibit "B"

This fence can be trimmed down in width to accommodate custom applications

All dimensions are in inches (")



*Check local code before installing.

Exhibit "C"

Parcel 9

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 **JOHN A. WILLIAMS AND TRISSA C. WILLIAMS**, 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 0.0225-acre (981 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 9**).

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]

Commissioners Court - Regular Session **44.**

Meeting Date: 04/05/2022

CR 129 Purchase 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 Jordan and Ashley Danks for 0.078 AC of right of way needed on the CR 129 project (Parcel 4). Funding Source: Road Bonds P375

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Danks contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	03/31/2022 10:35 AM
Form Started By: Charlie Crossfield		Started On: 03/30/2022 02:49 PM
Final Approval Date: 03/31/2022		

DocuSign Envelope ID: B4B5B9C1-BD3C-4E4A-9BC5-26BCA611AD5E

REAL ESTATE CONTRACT

County Road 129 Right of Way—Parcel 4

THIS REAL ESTATE CONTRACT ("Contract") is made by **JORDAN AND ASHLEY DANKS** (referred to in this Contract as "Seller") and **WILLIAMSON COUNTY, TEXAS** (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I
PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract of land described as follows:

> Being a 0.078-acre (3,397 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 4**).

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements situated on and attached to the Property described in Exhibit "A" not otherwise agreed herein to be retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II
PURCHASE PRICE

Purchase Price and Additional Compensation

2.01. The Purchase Price for the Property described in Exhibit "A" shall be the sum of FOUR THOUSAND SEVEN HUNDRED FIFTY-SIX and 00/100 Dollars ($4,756.00).

2.01.1. As Additional Compensation for any improvements on the Property (other than three rail fence as identified in Paragraph 2.03 below), and any damage to and/or cost to cure the remaining property of Seller, Purchaser shall pay the sum of ZERO and 00/100 Dollars ($0.00).

Payment of Purchase Price and Additional Compensation

2.02. The Purchase Price and Additional Compensation shall be payable in cash or other good funds at the Closing.

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Special Provisions

2.03. FENCE RELOCATION/REPLACEMENT. As additional consideration for the purchase of the Property, and as an obligation which shall survive the Closing of this Contract, Purchaser agrees that it shall at its sole expense relocate or replace the existing white, three rail aluminum fence within the Property to a location on the new right of way line between the western boundary of the Property and the remaining property of Seller.

The relocation or reconstruction of the fence identified herein shall be completed by Purchaser's agents or contractors as part of the proposed CR 129 roadway facility improvements project ("Project") upon the Property. For any portion of the existing fence structure which is unable to be relocated, Purchaser shall construct and install substantially similar number of replacement linear feet of fencing in the same relative location along the new property boundary as currently existing. Any replacement fencing construction shall be in substantial compliance with the design, material, location, and specifications as shown on Exhibit "B" attached hereto and incorporated herein.

By execution of this Contract Seller grants Purchaser, its agents and contractors, the temporary right to enter the remaining property of Seller only in the limited location and for the limited time period during the proposed Project construction term which are necessary to carry out the obligations of this paragraph.

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.

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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 April 30, 2022, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Deed conveying good and indefeasible title to Williamson County, Texas in fee simple to all of the Property described in Exhibit "A", free and clear of any and all monetary liens and restrictions, except for the following:

(a) General real estate taxes for the year of closing and subsequent years not yet due and payable.

(b) Any exceptions approved by Purchaser pursuant to Article III hereof; and

(c) Any exceptions approved by Purchaser in writing.

The Deed shall be in the form as shown in Exhibit "C" attached hereto and incorporated herein.

DocuSign Envelope ID: B4B5B9C1-BD3C-4E4A-9BC5-26BCA611AD5E

(2) Provide reasonable assistance as requested, at no cost to Seller, to cause the Title Company to deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, in Grantee's favor in the full amount of the Purchase Price, insuring Purchaser's contracted interests in and to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

(a) The boundary and survey exceptions shall be deleted.

(b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and

(c) The exception as to the lien for taxes shall be limited to the year of Closing and shall be endorsed "Not Yet Due and Payable".

(d) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

(a) Pay the cash portion of the Purchase Price and Additional Compensation.

Prorations

5.04. General real estate taxes for the then current year relating to the Property shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation but shall otherwise remain the continuing obligation of Seller to satisfy. Agricultural roll-back taxes, if any, which directly result from completion of this transaction and conveyance shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

(1) Owner's Title Policy and survey to be paid by Purchaser.

(2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.

DocuSign Envelope ID: B4B5B9C1-BD3C-4E4A-9BC5-26BCA611AD5E

(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.

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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

DocuSign Envelope ID: B4B5B9C1-BD3C-4E4A-9BC5-26BCA611AD5E

8.10. This Contract shall be effective as of the date it is approved by Williamson County, Texas which date is indicated beneath the County Judge's signature below.

Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

Contingent Possession and Use Agreement

8.12. Upon completion of (1) the full execution of this Contract by all parties, and (2) acknowledgment by the Title Company of delivery by Purchaser of the full Purchase Price to the Title Company, Purchaser, its agents and contractors shall be permitted at any time after May 31, 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 or the obligations of this Contract, 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.

[signature page follows]

DocuSign Envelope ID: B4B5B9C1-BD3C-4E4A-9BC5-26BCA611AD5E

SELLER:

DocuSigned by:
Jordan Danks
F563956A87964FD...

Jordan Danks

Address: 920 CR 129
Taylor, TX
76574

Date: 3 - 21 - 2022

DocuSigned by:
Ashley Danks
F563956A87964FD...

Ashley Danks

Date: 3 - 21 - 2022

DocuSign Envelope ID: B4B5B9C1-BD3C-4E4A-9BC5-26BCA611AD5E

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
County Judge

Date:_____

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

DocuSign Envelope ID: B4B5B9C1-BD3C-4E4A-9BC5-26BCA611AD5E

EXHIBIT A

County: Williamson
Highway: County Road 129
Project Limits: From FM 1660 to Travis County Line

November 24, 2021

PROPERTY DESCRIPTION FOR PARCEL 4

DESCRIPTION OF a 3,397 square foot (0.0780 of one acre) parcel of land out of the Dicy Hopkins Survey, Abstract No. 300, in Williamson County, Texas, and being a portion of Tract 1 (2.858 acres), The Heights at Brushy Creek, a subdivision of record in Document No. 2016121770, Official Public Records, Williamson County, Texas (O.P.R.W.C.T.), said Tract 1 conveyed to Jordan Danks and Ashley Danks by General Warranty Deed with Vendor's Lien in Favor of Third Party dated April 22, 2020, as recorded in Document No. 2020041932, O.P.R.W.C.T.; said 3,397 square foot (0.0780 of one acre) parcel of land being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2-inch iron rod with "Forest RPLS 1847" cap found at the southwest corner of said Tract 1, being a corner in the south line of Tract 5 in said The Heights at Brushy Creek subdivision, said Tract 5 conveyed to Santa Aguirre Mondragon by Warranty Deed with Vendor's Lien dated February 1, 2017, as recorded in Document No. 2017010681, O.P.R.W.C.T., and being in the north line of that tract described as 13.31 acres conveyed to Chad A. Nichols and Angella L. Nichols by Warranty Deed with Vendor's Lien dated June 30, 2016, as recorded in Document No. 2016069226, O.P.R.W.C.T., from which a 1/2-inch iron rod with "Forest RPLS 1847" cap found at the southwest corner of said Tract 5 and the northwest corner of said 13.31 acre tract, bears N 81°40'13" W, a distance of 615.75 feet;

THENCE S 81°40'13" E, along the south line of said Tract 1 and the north line of said 13.31 acre tract, a distance of 606.58 feet to a 1/2-inch iron rod with "McGray McGray" cap set in the proposed west right-of-way line of County Road 129 (CR 129), for the **POINT OF BEGINNING**, being 40.00 feet left of Engineer's Baseline Station 22+60.87 and having Surface Coordinates of North=10,151,344.99, East=3,189,065.21;

1) **THENCE, N 08°05'28" E**, along the proposed west right-of-way line of CR 129, crossing said Tract 1, a distance of **141.35 feet** to a 1/2-inch iron rod with "McGray McGray" cap set for angle, being 40.00 feet left of Engineer's Baseline Station 24+02.22;

2) **THENCE, N 21°54'32" W**, continuing along the proposed west right-of-way line of CR 129, crossing said Tract 1, a distance of **5.23 feet** to a 1/2-inch iron rod with "McGray McGray" cap set for angle, being 42.62 feet left of Engineer's Baseline Station 24+06.75;

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EXHIBIT A

PROPERTY DESCRIPTION FOR PARCEL 4

3) **THENCE, N 08°12'16" E**, continuing along the proposed west right-of-way line of CR 129, crossing said Tract 1, a distance of **54.11 feet** to a 1/2-inch iron rod with "McGray McGray" cap set in the north line of said Tract 1, being in the south line of said Tract 5, and being 42.51 feet left of Engineer's Baseline Station 24+60.87, from which a mag nail found in the top of a 2-inch steel fence post at the northwest corner of said Tract 1, bears N 81°40'04" W, a distance of 603.14 feet;

4) **THENCE, S 81°40'04" E**, along the north line of said Tract 1 and the south line of said Tract 5, a distance of **19.23 feet** to a 1/2-inch iron rod with "J.E. Garon RPLS 4303" cap found at the northeast corner of said Tract 1, being at the most easterly southeast corner of said Tract 5, and being in the existing west right-of-way line of CR 129 (varying width), from which a 1/2-inch iron rod with "J.E. Garon RPLS 4303" cap found at the northeast corner of said Tract 5, bears N 08°28'27" E, a distance of 29.99 feet;

5) **THENCE, S 08°21'11" W**, along the east line of said Tract 1 and the existing west right-of-way line of CR 129, a distance of **199.98 feet** to a 1/2-inch iron rod with "Forest RPLS 1847" cap found at the southeast corner of said Tract 1, being at the northeast corner of said 13.31 acre tract;

6) **THENCE, N 81°40'13" W**, along the south line of said Tract 1 and the north line of said 13.31 acre tract, a distance of **15.80 feet** to the **POINT OF BEGINNING** and containing 3,397 square feet (0.0780 of one acre) of land, more or less.

All bearings and coordinates shown are based on the Texas Coordinate System (TCS), Central Zone (4203), North American Datum 1983 (NAD 83) 2011 Adjustment, Epoch 2010.00. All distances and coordinates shown are surface and may be converted to grid by dividing by a surface adjustment factor of 1.00011. All measurements are in U.S. Survey Feet.

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EXHIBIT A

County: Williamson
Highway: County Road 129
Project Limits: From FM 1660 to Travis County Line

November 24, 2021

PROPERTY DESCRIPTION FOR PARCEL 4

A parcel plat of even date was prepared in conjunction with this property description.

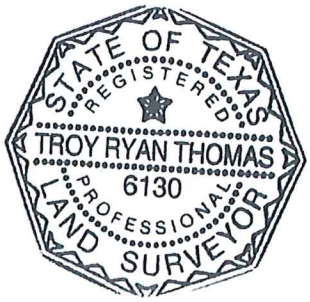
STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TRAVIS §

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 24th day of November, 2021 A.D.

SURVEYED BY:

McGRAY & McGRAY LAND SURVEYORS, INC.
3301 Hancock Dr., Ste. 6 Austin, TX 78731 (512) 451-8591
TBPELS Survey Firm# 10095500



11/24/2021

Troy R. Thomas, Reg. Professional Land Surveyor No. 6130
2021/Descriptions/CR 129 Williamson County/Parcel 4

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
D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
(1)	PARCEL NUMBER FOR R.O.W. ACQUISITION

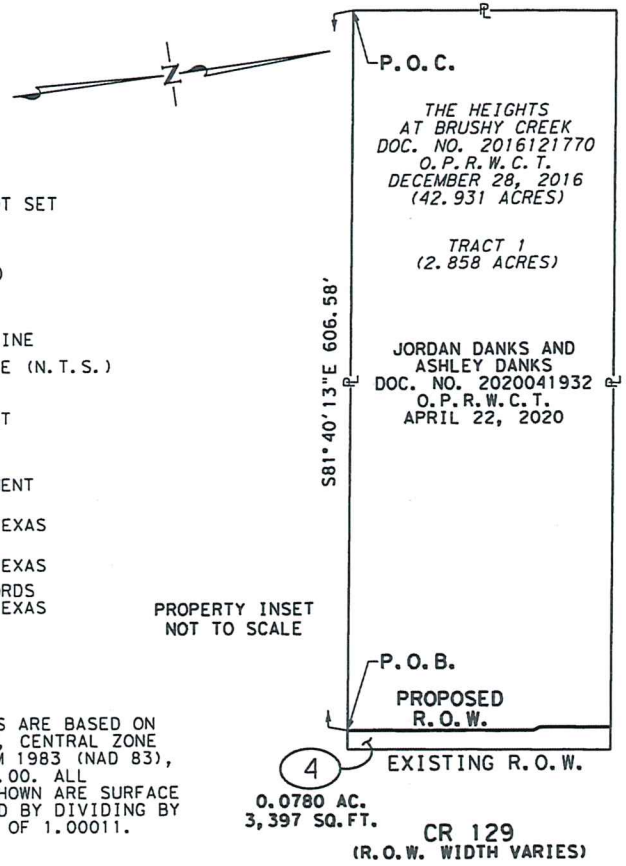
NOTES:

1. ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203), NORTH AMERICAN DATUM 1983 (NAD 83), 2011 ADJUSTMENT, EPOCH 2010.00. ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A SURFACE ADJUSTMENT FACTOR OF 1.00011. UNITS: U.S. SURVEY FEET.
2. THIS SURVEY WAS PREPARED WITH THE BENEFIT OF A TITLE COMMITMENT PROVIDED BY TEXAN TITLE INSURANCE COMPANY IN JULY 2021.
3. ABSTRACTING AND FIELD SURVEYING WERE PERFORMED FROM JUNE 2020 THROUGH NOVEMBER 2021.
4. PLANIMETRICS SHOWN HEREON WERE COLLECTED BETWEEN JUNE 2020 AND DECEMBER 2020.
5. THIS PARCEL PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.

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.

11/24/2021

TROY R. THOMAS, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6130 — DATE



PROPERTY INSET NOT TO SCALE

DICY HOPKINS SURVEY, ABSTRACT NO. 300

STATE OF TEXAS — REGISTERED — TROY RYAN THOMAS — 6130 — PROFESSIONAL LAND SURVEYOR

THE SURVEY SHOWN WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. 21061622 ISSUED BY TEXAN TITLE INSURANCE COMPANY, EFFECTIVE DATE JULY 1, 2021, ISSUED DATE JULY 13, 2021.

1. SUBJECT TO: DOCUMENT NO. 2016121770 (PLAT) AND DOCUMENT NO. 2017005619, O.R.W.C.T.

10A. RIGHT OF WAY EASEMENT TO MANVILLE WATER SUPPLY CORPORATION IN VOLUME 581, PAGE 729, D.R.W.C.T. (UNABLE TO PLOT)

10E. METER RIGHT OF WAY EASEMENT IN DOCUMENT NO. 2017069472, O.R.W.C.T. (BLANKET)

10F. ALL BUILDING SETBACK LINES AS SET OUT AND DESCRIBED IN DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS IN DOCUMENT NO. 2017005619, O.R.W.C.T. (AS SHOWN)

10G. TERMS, PROVISIONS AND STIPULATIONS OF OSSF ROUTINE MAINTENANCE AND AFFIDAVIT TO THE PUBLIC IN DOCUMENT NO. 2018005066, O.R.W.C.T. (DOES NOT AFFECT)

10I. A 20' PUBLIC UTILITY EASEMENT ALONG THE NORTHERLY AND SOUTHERLY PROPERTY LINES IN DOCUMENT NO. 2016121770, O.R.W.C.T. (AS SHOWN)

10J. ROAD WIDENING EASEMENT ALONG COUNTY ROAD 129 IN DOCUMENT NO. 2016121770, O.R.W.C.T. (AS SHOWN)

10K. A 10' PUBLIC UTILITY EASEMENT ALONG COUNTY ROAD 129 IN DOCUMENT NO. 2016121770, O.R.W.C.T. (AS SHOWN)

10L. A 25' FRONT BUILDING SETBACK LINE ALONG COUNTY ROAD 129 IN DOCUMENT NO. 2016121770, O.R.W.C.T. (AS SHOWN)

REVISIONS

RECORD	ACQUISITION	REMAINING LT
2.858 AC. (124,494 SQ.FT.)	0.0780 AC. (3,397 SQ.FT.)	2.780 AC. (121,097 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 4 CR 129 FM 1660 TO THE TRAVIS COUNTY LINE WILLIAMSON COUNTY, TEXAS

DATE: NOVEMBER 2021 | SCALE: N.T.S.

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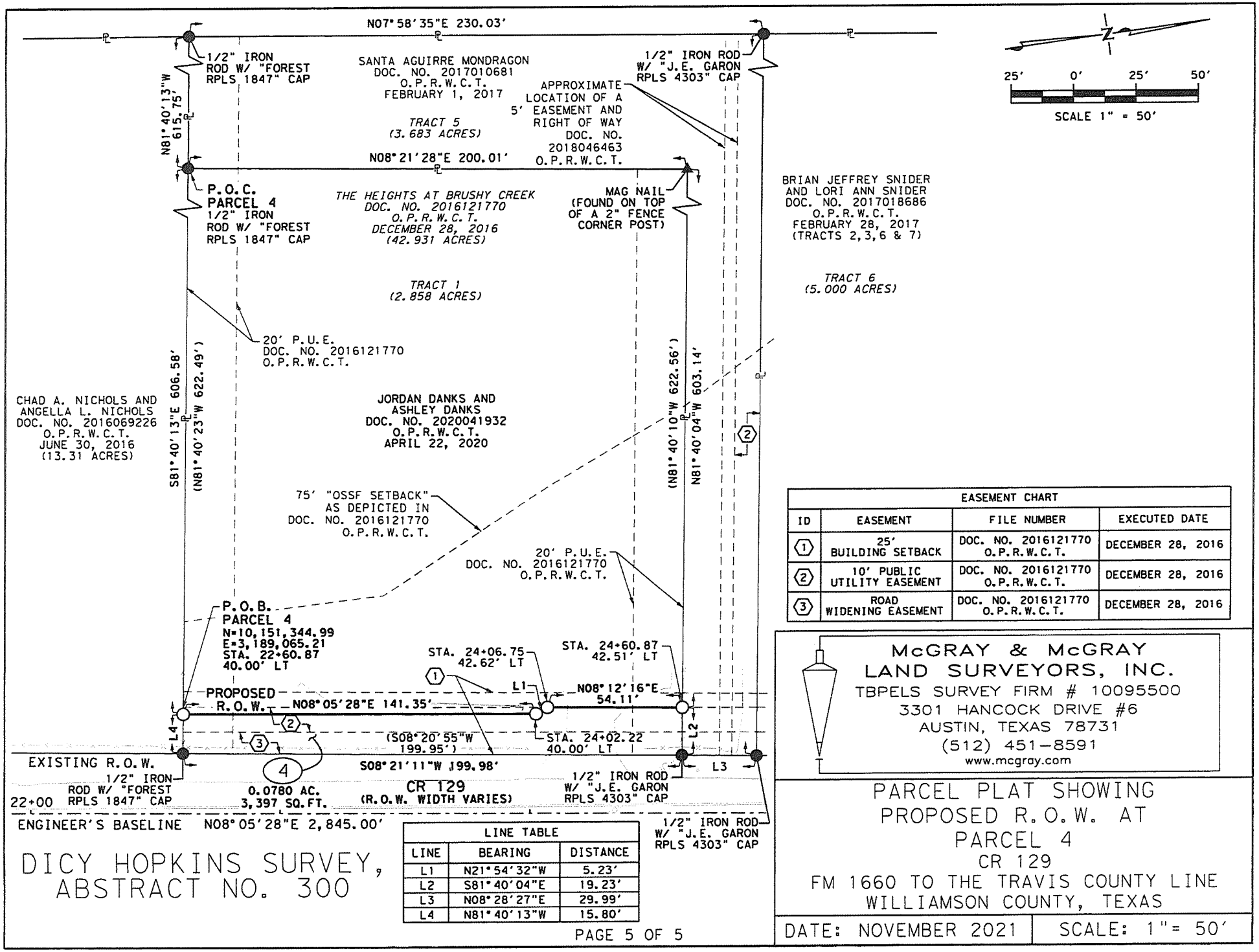

EASEMENT CHART			
ID	EASEMENT	FILE NUMBER	EXECUTED DATE
1	25' BUILDING SETBACK	DOC. NO. 2016121770 O.P.R.W.C.T.	DECEMBER 28, 2016
2	10' PUBLIC UTILITY EASEMENT	DOC. NO. 2016121770 O.P.R.W.C.T.	DECEMBER 28, 2016
3	ROAD WIDENING EASEMENT	DOC. NO. 2016121770 O.P.R.W.C.T.	DECEMBER 28, 2016

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N21°54'32"W	5.23'
L2	S81°40'04"E	19.23'
L3	N08°28'27"E	29.99'
L4	N81°40'13"W	15.80'

McGRAY & McGRAY
LAND SURVEYORS, INC.
TBPELS SURVEY FIRM # 10095500
3301 HANCOCK DRIVE #6
AUSTIN, TEXAS 78731
(512) 451-8591
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PARCEL PLAT SHOWING PROPOSED R.O.W. AT PARCEL 4 CR 129 FM 1660 TO THE TRAVIS COUNTY LINE WILLIAMSON COUNTY, TEXAS

DICY HOPKINS SURVEY, ABSTRACT NO. 300

DATE: NOVEMBER 2021 | SCALE: 1" = 50'

DocuSign Envelope ID: B4B5B9C1-BD3C-4E4A-9BC5-26BCA611AD5E

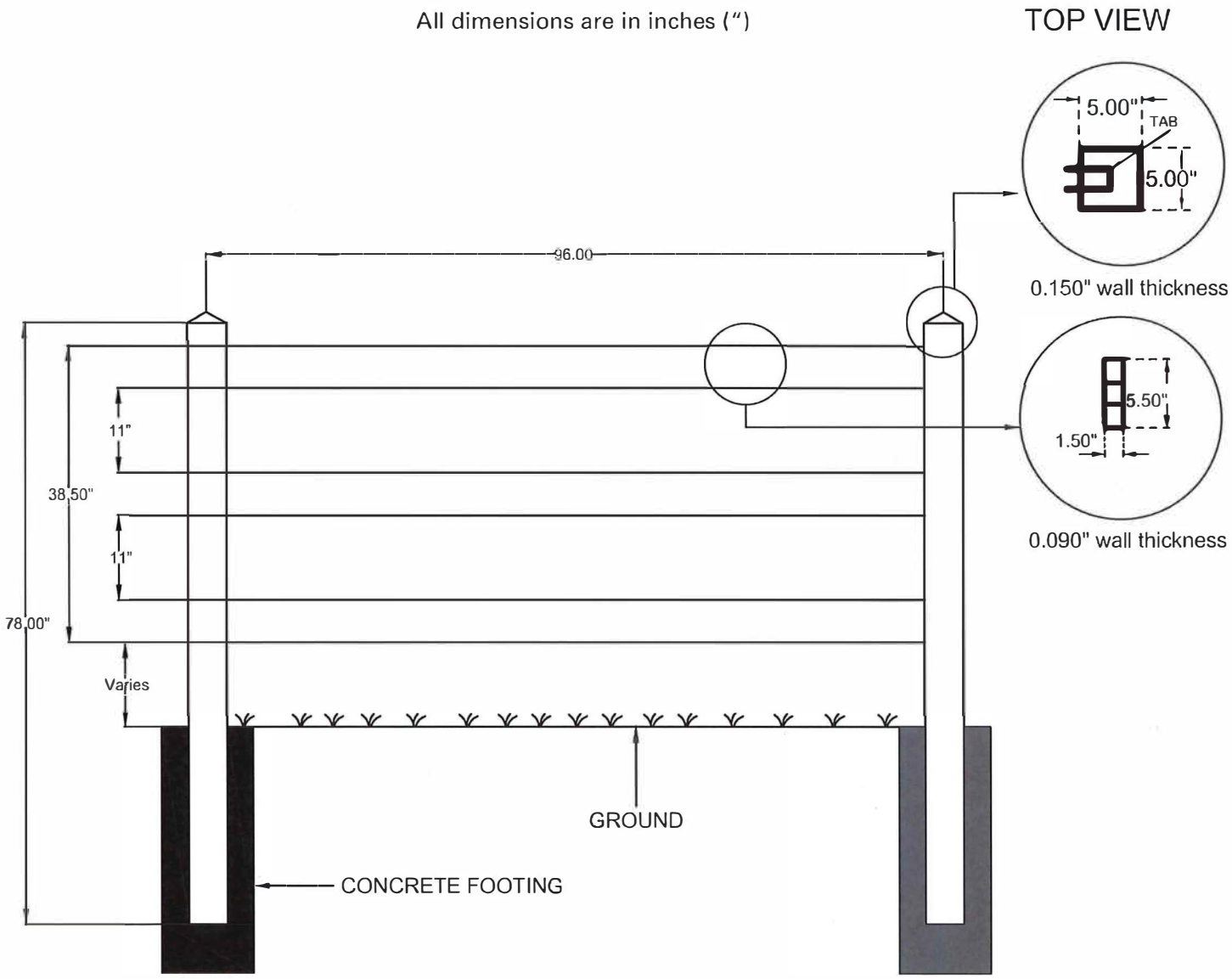
DocuSign Envelope ID: B4B5B9C1-BD3C-4E4A-9BC5-26BCA611AD5E

Product Specifications

Exhibit "B"

This fence can be trimmed down in width to accommodate custom applications

All dimensions are in inches (")



*Check local code before installing.

DocuSign Envelope ID: B4B5B9C1-BD3C-4E4A-9BC5-26BCA611AD5E

Exhibit "C"

Parcel 4

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 **JORDAN AND ASHLEY DANKS**, 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 0.078-acre (3,397 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 4**).

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.

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

DocuSign Envelope ID: B4B5B9C1-BD3C-4E4A-9BC5-26BCA611AD5E

GRANTOR:

_____
Jordan Danks

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the _____ day of _____, 2022 by Jordan Danks, in the capacity and for the purposes and consideration recited therein.

_____

Notary Public, State of Texas

DocuSign Envelope ID: B4B5B9C1-BD3C-4E4A-9BC5-26BCA611AD5E

GRANTOR:

_____
Ashley Danks

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the _____ day of _____, 2022 by Ashley Danks, in the capacity and for the purposes and consideration recited therein.

_____

Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

Sheets & Crossfield, PLLC
309 East Main
Round Rock, Texas 78664

GRANTEE'S MAILING ADDRESS:

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

AFTER RECORDING RETURN TO:

Commissioners Court - Regular Session **45.**

Meeting Date: 04/05/2022

CR 129 Purchase 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 Adam Guadian, Catalina Nader Guadian and Sofia Nader for 0.0488 AC and 0.0762 AC of right of way needed on the CR 129 project (Parcel 10A and 10B). Funding Source: Road Bonds P375

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Guadian 10A contract

Guadian Nader 10B contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	03/31/2022 10:36 AM
Form Started By: Charlie Crossfield		Started On: 03/30/2022 02:51 PM
Final Approval Date: 03/31/2022		

REAL ESTATE CONTRACT

County Road 129 Right of Way—Parcel 10A

THIS REAL ESTATE CONTRACT ("Contract") is made by **ADAM GUADIAN and CATALINA NADER GUADIAN** (referred to in this Contract as "Seller") and **WILLIAMSON COUNTY, TEXAS** (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I
PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract of land described as follows:

> Being a 0.0762-acre (3,321 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 10A**).

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements situated on and attached to the Property described in Exhibit "A" not otherwise agreed herein to be retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II
PURCHASE PRICE

Purchase Price and Additional Compensation

2.01. The Purchase Price for the Property described in Exhibit "A" shall be the sum of FOUR THOUSAND SIX HUNDRED FORTY-NINE and 00/100 Dollars ($4,649.00).

2.01.1. As Additional Compensation for any improvements on the Property (other than three rail fence as identified in Paragraph 2.03 below), and any damage to and/or cost to cure the remaining property of Seller, Purchaser shall pay the sum of ZERO and 00/100 Dollars ($0.00).

Payment of Purchase Price and Additional Compensation

2.02. The Purchase Price and Additional Compensation shall be payable in cash or other good funds at the Closing.

Special Provisions

2.03. FENCE RELOCATION/REPLACEMENT. As additional consideration for the purchase of the Property, and as an obligation which shall survive the Closing of this Contract, Purchaser agrees that it shall at its sole expense relocate or replace the existing white, three rail aluminum fence within the Property to a location on the new right of way line between the western boundary of the Property and the remaining property of Seller.

The relocation or reconstruction of the fence identified herein shall be completed by Purchaser's agents or contractors as part of the proposed CR 129 roadway facility improvements project ("Project") upon the Property. For any portion of the existing fence structure which is unable to be relocated, Purchaser shall construct and install substantially similar number of replacement linear feet of fencing in the same relative location along the new property boundary as currently existing. Any replacement fencing construction shall be in substantial compliance with the design, material, location, and specifications as shown on Exhibit "B" attached hereto and incorporated herein.

By execution of this Contract Seller grants Purchaser, its agents and contractors, the temporary right to enter the remaining property of Seller only in the limited location and for the limited time period during the proposed Project construction term which are necessary to carry out the obligations of this paragraph.

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 April 30, 2022, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Deed conveying good and indefeasible title to Williamson County, Texas in fee simple to all of the Property described in Exhibit "A", free and clear of any and all monetary liens and restrictions, except for the following:

(a) General real estate taxes for the year of closing and subsequent years not yet due and payable.

(b) Any exceptions approved by Purchaser pursuant to Article III hereof; and

(c) Any exceptions approved by Purchaser in writing.

The Deed shall be in the form as shown in Exhibit "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 and Additional Compensation.

Prorations

5.04. General real estate taxes for the then current year relating to the Property shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation but shall otherwise remain the continuing obligation of Seller to satisfy. Agricultural roll-back taxes, if any, which directly result from completion of this transaction and conveyance shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

(1) Owner's Title Policy and survey to be paid by Purchaser.

(2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.

(3) All other closing costs shall be paid by Purchaser.

(4) Attorney's fees paid by each party incurring same respectively.

ARTICLE VI
BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

ARTICLE VII
BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made, then Seller shall receive the amount of $500 as liquidated damages for any failure by Purchaser.

ARTICLE VIII
MISCELLANEOUS

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

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

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09. In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10. This Contract shall be effective as of the date it is approved by Williamson County, Texas which date is indicated beneath the County Judge's signature below.

Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

Contingent Possession and Use Agreement

8.12. Upon completion of (1) the full execution of this Contract by all parties, and (2) acknowledgment by the Title Company of delivery by Purchaser of the full Purchase Price to the Title Company, Purchaser, its agents and contractors shall be permitted at any time after May 31, 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 or the obligations of this Contract, 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.

[signature page follows]

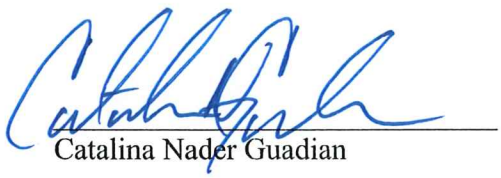
SELLER:

Adam Guadian

Address: _____

_____

Date: 3-24-2022



Catalina Nader Guadian

Date: 3-24-2022

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

March 2, 2022

PROPERTY DESCRIPTION FOR PARCEL 10A

DESCRIPTION OF a 3,321 square foot (0.0762 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 2.250 acres out of Tract 4, The Heights at Brushy Creek, a subdivision of record in Document No. 2016121770, Official Public Records, Williamson County, Texas (O.P.R.W.C.T.), conveyed to Adam Guadian and spouse, Catalina Nader Guadian by General Warranty Deed dated January 1, 2021, as recorded in Document No. 2021070821, O.P.R.W.C.T.; said 3,321 square foot (0.0762 of one acre) parcel of land being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2-inch iron rod with "J.E. Garon RPLS 4303" found at the southwest corner of the remainder of said Tract 4, said Tract 4 conveyed to Sofia Nader, Adam Guadian and spouse, Catalina Nader Guadian by Warranty Deed with Vendor's Lien dated December 4, 2019, as recorded in Document No. 2019117011, O.P.R.W.C.T., and being at a corner in the north line of Tract 8 in said The Heights at Brushy Creek subdivision, said Tract 8 conveyed to John A. Williams and Trissa C. Williams by Warranty Deed with Vendor's Lien dated March 15, 2017, as recorded in Document No. 2017023470, O.P.R.W.C.T.;

THENCE S 81°40'13" E, along a north line of said Tract 8, passing at a distance of 261.98 feet along the south line of the remainder of said Tract 4, a point at the southwest corner of said 2.250 acre tract, from which a 1/2-inch iron rod with "WALS" cap found bears North 07°19'37" East, a distance of 0.20 feet, continuing an additional distance of 382.97 feet along the south line of said 2.250 acre tract, for a total distance of 644.95 feet to a 1/2-inch iron rod with "McGray McGray" cap set in the proposed west right-of-way line of County Road 129 (CR 129), for the **POINT OF BEGINNING**, being 57.00 feet left of Engineer's Baseline Station 32+22.62 and having Surface Coordinates of North=10,152,299.55, East=3,189,183.75;

1) **THENCE, N 21°04'39" E**, along the proposed west right-of-way line of CR 129, crossing said 2.250 acre tract, a distance of **93.45 feet** to a 1/2-inch iron rod with "McGray McGray" cap set, being 36.00 feet left of Engineer's Baseline Station 33+13.68;

EXHIBIT A

County: Williamson
Highway: County Road 129
Project Limits: From FM 1660 to Travis County Line

March 2, 2022

PROPERTY DESCRIPTION FOR PARCEL 10A

2) **THENCE, N 08°05'28" E**, continuing along the proposed west right-of-way line of CR 129, crossing said 2.250 acre Guadian tract, a distance of **144.77 feet** to a 1/2-inch iron rod with "McGray McGray" cap set in the north line of said 2.250 acre tract, being in a south line of the remainder of said Tract 4, and being 36.00 feet right of Engineer's Baseline Station 34+58.44, from which a 1/2-inch iron rod with "WALS" cap found at the northwest corner of said 2.250 acre tract, being at a corner in the south line of the remainder of said Tract 4, bears N 81°38'41" W, a distance of 407.12 feet;

3) **THENCE, S 81°38'41" E**, along the north line of said 2.250 acre tract and a south line of the remainder of said Tract 4, a distance of **8.51 feet** to a 1/2-inch iron rod with "WALS" cap found at the northeast corner of said 2.250 acre tract, being at the most easterly southeast corner of the remainder of said Tract 4, and being in the existing west right-of-way line of CR 129 (varying width);

4) **THENCE, S 07°21'27" W**, along the east line of said 2.250 acre tract and the existing west right-of-way line of CR 129, a distance of **235.94 feet** to a 1/2-inch iron rod with "J.E. Garon RPLS 4303" cap found at the southeast corner of said 2.250 acre tract, being at the most easterly northeast corner of said Tract 8, from which a 1/2-inch iron rod found at the southeast corner of said Tract 8, being at the northeast corner of Tract 7, in said The Heights at Brushy Creek subdivision, said Tract 7 conveyed to Brian Jeffrey Snider and Lori Ann Snider by General Warranty Deed dated February 28, 2017, as recorded in Document No. 2017018686, O.P.R.W.C.T., bears S 07°10'52" W, a distance of 29.95 feet;

5) **THENCE, N 81°40'13" W**, along the south line of said 2.250 acre tract and a north line of said Tract 8, a distance of **32.53 feet** to the **POINT OF BEGINNING** and containing 3,321 square feet (0.0762 of one acre) of land, more or less.

All bearings and coordinates shown are based on the Texas Coordinate System (TCS), Central Zone (4203), North American Datum 1983 (NAD 83) 2011 Adjustment, Epoch 2010.00. All distances and coordinates shown are surface and may be converted to grid by dividing by a surface adjustment factor of 1.00011. All measurements are in U.S. Survey Feet.

EXHIBIT A

County: Williamson
Highway: County Road 129
Project Limits: From FM 1660 to Travis County Line

March 2, 2022

PROPERTY DESCRIPTION FOR PARCEL 10A

A parcel plat of even date was prepared in conjunction with this property description.

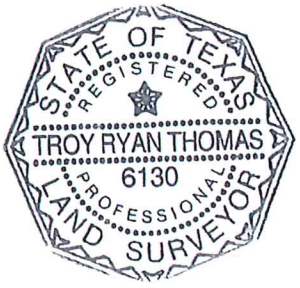
STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TRAVIS §

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 2nd day of March, 2022 A.D.

SURVEYED BY:

McGRAY & McGRAY LAND SURVEYORS, INC.
3301 Hancock Dr., Ste. 6 Austin, TX 78731 (512) 451-8591
TBPELS Survey Firm# 10095500



3/2/2022

Troy R. Thomas, Reg. Professional Land Surveyor No. 6130

2021/Descriptions/CR 129 Williamson County/Parcel 10A

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
D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
(1)	PARCEL NUMBER FOR R.O.W. ACQUISITION

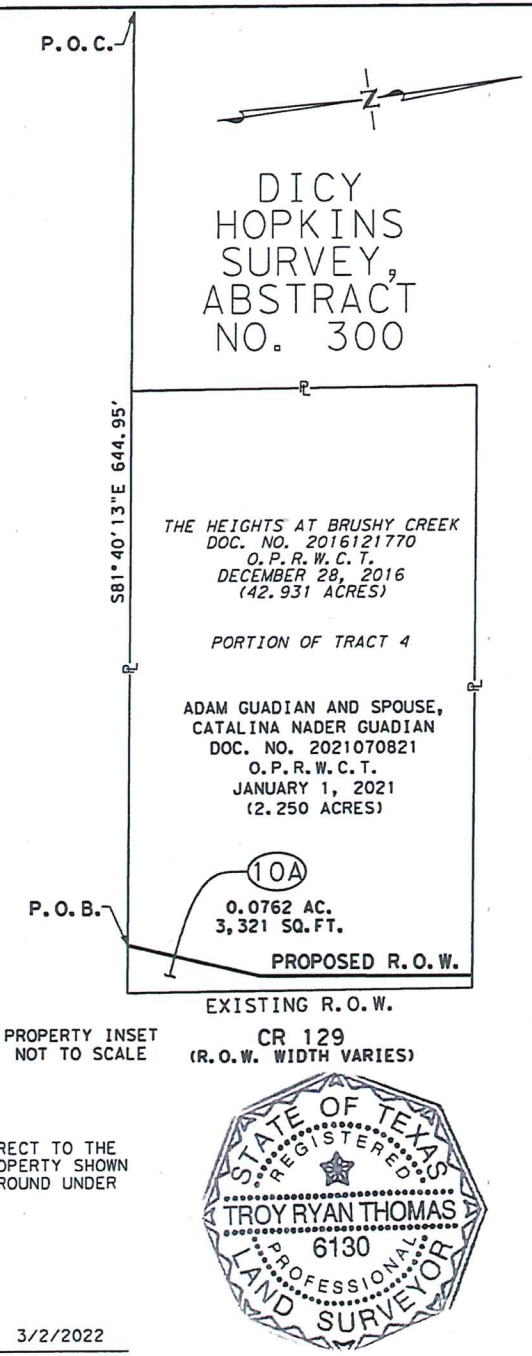
NOTES:

1. ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203), NORTH AMERICAN DATUM 1983 (NAD 83), 2011 ADJUSTMENT, EPOCH 2010.00. ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A SURFACE ADJUSTMENT FACTOR OF 1.00011. UNITS: U.S. SURVEY FEET.
2. THIS SURVEY WAS PREPARED WITH THE BENEFIT OF A TITLE COMMITMENT PROVIDED BY TEXAN TITLE INSURANCE COMPANY IN JANUARY 2022.
3. ABSTRACTING AND FIELD SURVEYING WERE PERFORMED FROM JUNE 2020 THROUGH FEBRUARY 2022.
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.

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.

3/2/2022

TROY R. THOMAS, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6130 — DATE



PROPERTY INSET NOT TO SCALE

STATE OF TEXAS · REGISTERED · TROY RYAN THOMAS · 6130 · PROFESSIONAL LAND SURVEYOR

THE SURVEY SHOWN WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. GT2200498 ISSUED BY TEXAN TITLE INSURANCE COMPANY, EFFECTIVE DATE: JANUARY 7, 2022, ISSUED DATE: JANUARY 15, 2022.

1. SUBJECT TO: DOCUMENT NO. 2016121770 (PLAT) AND DOCUMENT NO. 2017005619, O.R.W.C.T.

10A. RIGHT OF WAY EASEMENT TO MANVILLE WATER SUPPLY CORPORATION IN VOLUME 581, PAGE 729, D.R.W.C.T. (UNABLE TO PLOT)

10E. ALL BUILDING SETBACK LINES AS SET OUT AND DESCRIBED IN DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS IN DOCUMENT NO. 2017005619, O.R.W.C.T. (AS SHOWN)

10G. TERMS, PROVISIONS AND STIPULATIONS OF OSSF ROUTINE MAINTENANCE AFFIDAVIT TO THE PUBLIC IN DOCUMENT NO. 2020120526, O.R.W.C.T. (AFFECTS)

10H. ROAD WIDENING EASEMENT ALONG COUNTY ROAD 129 IN DOCUMENT NO. 2016121770, O.R.W.C.T. (AS SHOWN)

10I. A 20' PUBLIC UTILITY EASEMENT ALONG THE NORTHERLY AND SOUTHERLY PROPERTY LINES IN DOCUMENT NO. 2016121770, O.R.W.C.T. (AS SHOWN)

10J. A 10' PUBLIC UTILITY EASEMENT ALONG COUNTY ROAD 129 IN DOCUMENT NO. 2016121770, O.R.W.C.T. (AS SHOWN)

10K. A 25' BUILDING SETBACK LINE ALONG COUNTY ROAD 129 IN DOCUMENT NO. 2016121770, O.R.W.C.T. (AS SHOWN)

10L. A 25' OSSF SETBACK IN DOCUMENT NO. 2016121770, O.R.W.C.T. (DOES NOT AFFECT)

10M. MANVILLE W.C. EASEMENT TO MANVILLE WATER SUPPLY CORPORATION IN DOCUMENT NO. 2021159626, O.R.W.C.T. (AS SHOWN)

REVISIONS

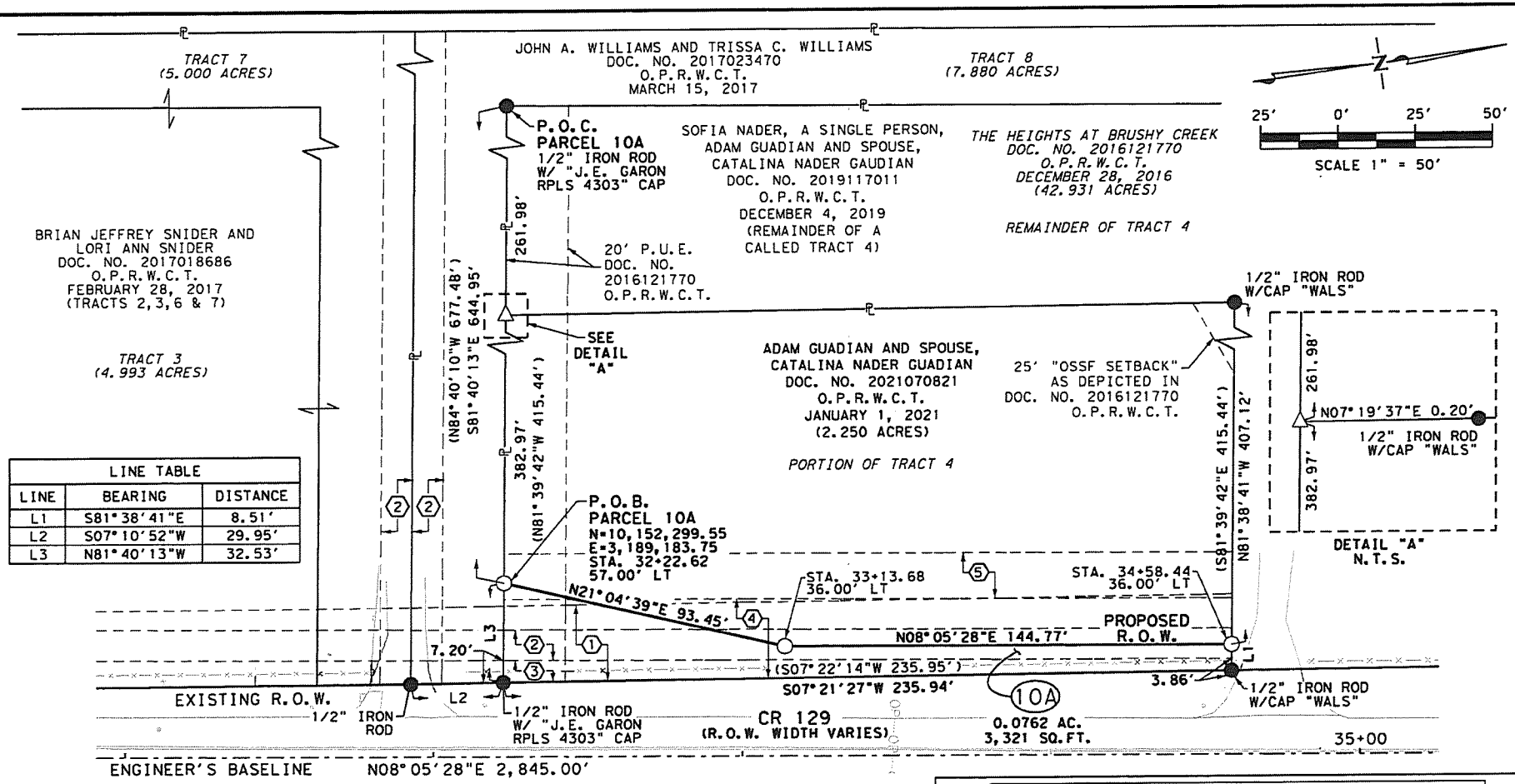
RECORD	ACQUISITION	REMAINING LT
2.250 AC. (98,010 SQ.FT.)	0.0762 AC. (3,321 SQ.FT.)	2.173 AC. (94,689 SQ.FT.)

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 10A

CR 129
FM 1660 TO THE TRAVIS COUNTY LINE
WILLIAMSON COUNTY, TEXAS

DATE: MARCH 2022 | SCALE: N.T.S.



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S81°38'41"E	8.51'
L2	S07°10'52"W	29.95'
L3	N81°40'13"W	32.53'

DICY HOPKINS SURVEY, ABSTRACT NO. 300

EASEMENT CHART			
ID	EASEMENT	FILE NUMBER	EXECUTED DATE
(1)	25' BUILDING SETBACK	DOC. NO. 2016121770 O.P.R.W.C.T.	DECEMBER 28, 2016
(2)	10' PUBLIC UTILITY EASEMENT	DOC. NO. 2016121770 O.P.R.W.C.T.	DECEMBER 28, 2016
(3)	ROAD WIDENING EASEMENT	DOC. NO. 2016121770 O.P.R.W.C.T.	DECEMBER 28, 2016
(4)	MANVILLE WATER SUPPLY CORP. EASEMENT	DOC. NO. 2021159626 O.P.R.W.C.T.	SEPTEMBER 29, 2021
(5)	15' TEMP. WORKSPACE EASEMENT	DOC. NO. 2021159626 O.P.R.W.C.T.	SEPTEMBER 29, 2021

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 10A

CR 129
FM 1660 TO THE TRAVIS COUNTY LINE
WILLIAMSON COUNTY, TEXAS

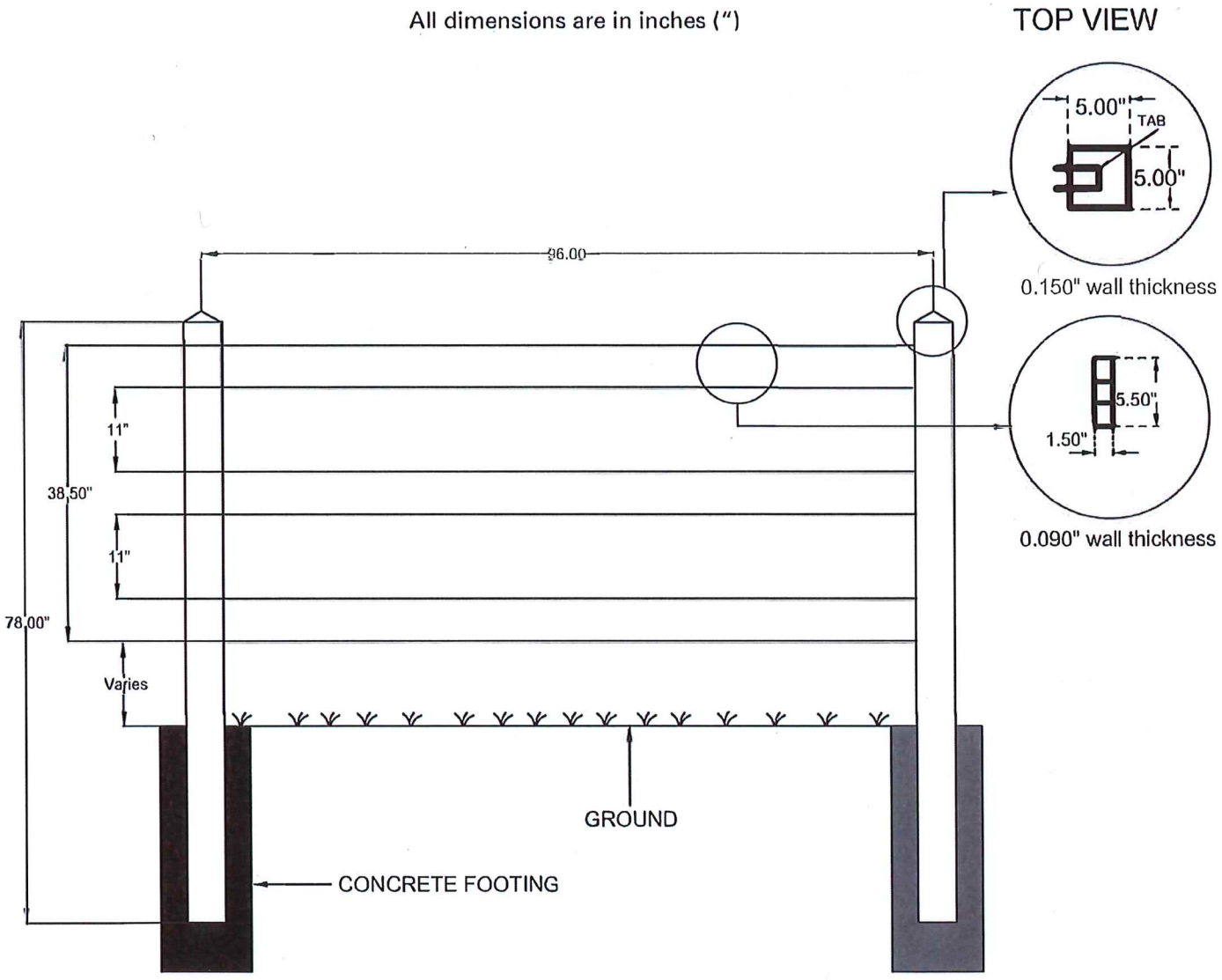
DATE: MARCH 2022 | SCALE: 1"= 50'

Product Specifications

Exhibit "B"

This fence can be trimmed down in width to accommodate custom applications

All dimensions are in inches (")



*Check local code before installing.

Exhibit "C"

Parcel 10A

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 **ADAM GUADIAN and CATALINA NADER GUADIAN**, 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 0.0762-acre (3,321 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 10A**).

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:

_____
Adam Guadian

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the _____ day of _____, 2022 by Adam Guadian, in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

GRANTOR:

_____
Catalina Nader Guadian

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the _____ day of _____, 2022 by Catalina Nader Guadian, 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:

REAL ESTATE CONTRACT

County Road 129 Right of Way—Parcel 10B

THIS REAL ESTATE CONTRACT ("Contract") is made by **ADAM GUADIAN, CATALINA NADER GUADIAN AND SOFIA NADER** (referred to in this Contract as "Seller") and **WILLIAMSON COUNTY, TEXAS** (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I
PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract of land described as follows:

> Being a 0.0488-acre (2,125 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 10B**).

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements situated on and attached to the Property described in Exhibit "A" not otherwise agreed herein to be retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II
PURCHASE PRICE

Purchase Price and Additional Compensation

2.01. The Purchase Price for the Property described in Exhibit "A" shall be the sum of TWO THOUSAND NINE HUNDRED SEVENTY-FIVE and 00/100 Dollars ($2,975.00).

2.01.1. As Additional Compensation for any improvements on the Property (other than three rail fence as identified in Paragraph 2.03 below), and any damage to and/or cost to cure the remaining property of Seller, Purchaser shall pay the sum of ZERO and 00/100 Dollars ($0.00).

Payment of Purchase Price and Additional Compensation

2.02. The Purchase Price and Additional Compensation shall be payable in cash or other good funds at the Closing.

Special Provisions

2.03. FENCE RELOCATION/REPLACEMENT. As additional consideration for the purchase of the Property, and as an obligation which shall survive the Closing of this Contract, Purchaser agrees that it shall at its sole expense relocate or replace the existing white, three rail aluminum fence within the Property to a location on the new right of way line between the western boundary of the Property and the remaining property of Seller.

The relocation or reconstruction of the fence identified herein shall be completed by Purchaser's agents or contractors as part of the proposed CR 129 roadway facility improvements project ("Project") upon the Property. For any portion of the existing fence structure which is unable to be relocated, Purchaser shall construct and install substantially similar number of replacement linear feet of fencing in the same relative location along the new property boundary as currently existing. Any replacement fencing construction shall be in substantial compliance with the design, material, location, and specifications as shown on Exhibit "B" attached hereto and incorporated herein.

By execution of this Contract Seller grants Purchaser, its agents and contractors, the temporary right to enter the remaining property of Seller only in the limited location and for the limited time period during the proposed Project construction term which are necessary to carry out the obligations of this paragraph.

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 April 30, 2022, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Deed conveying good and indefeasible title to Williamson County, Texas in fee simple to all of the Property described in Exhibit "A", free and clear of any and all monetary liens and restrictions, except for the following:

(a) General real estate taxes for the year of closing and subsequent years not yet due and payable.

(b) Any exceptions approved by Purchaser pursuant to Article III hereof; and

(c) Any exceptions approved by Purchaser in writing.

The Deed shall be in the form as shown in Exhibit "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 and Additional Compensation.

Prorations

5.04. General real estate taxes for the then current year relating to the Property shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation but shall otherwise remain the continuing obligation of Seller to satisfy. Agricultural roll-back taxes, if any, which directly result from completion of this transaction and conveyance shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

(1) Owner's Title Policy and survey to be paid by Purchaser.

(2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.

(3) All other closing costs shall be paid by Purchaser.

(4) Attorney's fees paid by each party incurring same respectively.

ARTICLE VI
BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

ARTICLE VII
BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made, then Seller shall receive the amount of $500 as liquidated damages for any failure by Purchaser.

ARTICLE VIII
MISCELLANEOUS

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

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

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09. In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10. This Contract shall be effective as of the date it is approved by Williamson County, Texas which date is indicated beneath the County Judge's signature below.

Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

Contingent Possession and Use Agreement

8.12. Upon completion of (1) the full execution of this Contract by all parties, and (2) acknowledgment by the Title Company of delivery by Purchaser of the full Purchase Price to the Title Company, Purchaser, its agents and contractors shall be permitted at any time after May 31, 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 or the obligations of this Contract, 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.

[signature page follows]

SELLER:

Adam Guadian

Address: _____

_____

Date: 3-24-2022

Catalina Nader Guadian

Date: 3-24-2022

Sofia Nader

Address: _____

_____

Date: 3-24-2022

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

March 2, 2022

PROPERTY DESCRIPTION FOR PARCEL 10B

DESCRIPTION OF a 2,125 square foot (0.0488 of one acre) parcel of land out of the Dicy Hopkins Survey, Abstract No. 300, in Williamson County, Texas, and being a portion of the remainder of Tract 4, The Heights at Brushy Creek, a subdivision of record in Document No. 2016121770, Official Public Records, Williamson County, Texas (O.P.R.W.C.T.), said Tract 4 conveyed to Sofia Nader, Adam Guadian and spouse, Catalina Nader Guadian by Warranty Deed with Vendor's Lien dated December 4, 2019, as recorded in Document No. 2019117011, O.P.R.W.C.T.; said 2,125 square foot (0.0488 of one acre) parcel of land being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2-inch iron rod with "J.E. Garon RPLS 4303" cap found at the northwest corner of the remainder of said Tract 4, being at the most westerly northeast corner of Tract 8, in said The Heights at Brushy Creek subdivision, said Tract 8 conveyed to John A. Williams and Trissa C. Williams by Warranty Deed with Vendor's Lien dated March 15, 2017, as recorded in Document No. 2017023470, O.P.R.W.C.T., and being in the south line of that tract described as 58.638 acres conveyed to Brent Aaron Cook a/k/a Brent Cook and spouse, Tiffany Thi Cook a/k/a Tiffany T. Dinh Cook by General Warranty Deed with Vendor's Lien dated January 14, 2021, as recorded in Document No. 2021009173, O.P.R.W.C.T.;

THENCE, S 82°27'16" E, along the north line of the remainder of said Tract 4 and the south line of said 58.638 acre tract, a distance of 644.79 feet to a 1/2-inch iron rod with "McGray McGray" cap set in the proposed west right-of-way line of County Road 129 (CR 129), for the **POINT OF BEGINNING**, being 36.00 feet left of Engineer's Baseline Station 37+78.55 and having Surface Coordinates of North=10,152,847.00, East=3,189,282.79;

1) **THENCE, S 82°27'16 E**, along the proposed west right-of-way line of CR 129, the north line of the remainder of said Tract 4 and the south line of said 58.638 acre tract, a distance of **5.08 feet** to a 1/2-inch iron rod with "J.E. Garon RPLS 4303" cap found at the northeast corner of the remainder of said Tract 4, being at the southeast corner of said 58.638 acre tract, and in the existing west right-of-way line of CR 129 (varying width), and being 30.92 feet left of Engineer's Baseline Station 37+78.60;

2) **THENCE, S 07°35'07" W**, along the east line of the remainder of said Tract 4 and the existing west right-of-way line of CR 129, a distance of **169.46 feet** to a 1/2-inch iron rod with "Forest RPLS 1847" cap found at an angle;

PROPERTY DESCRIPTION FOR PARCEL 10B

3) **THENCE, S 07°21'27" W**, continuing along the east line of the remainder of said Tract 4 and the existing west right-of-way line of CR 129, a distance of **150.76 feet** to a 1/2-inch iron rod with "WALS" cap found at the most easterly southeast corner of the remainder of said Tract 4, being at the northeast corner of that tract described as 2.250 acres out of said Tract 4 conveyed to Adam Guadian and spouse, Catalina Nader Guadian by General Warranty Deed dated January 1, 2021, as recorded in Document No. 2021070821, O.P.R.W.C.T.;

4) **THENCE, N 81°38'41" W**, along a south line of the remainder of said Tract 4 and the north line of said 2.250 acre tract, a distance of **8.51 feet** to a 1/2-inch iron rod with "McGray McGray" cap set in the proposed west right-of-way line of CR 129, being 36.00 feet left of Engineer's Baseline Station 34+58.44, from which a 1/2-inch iron rod found at a corner in the south line of the remainder of said Tract 4, and at the northwest corner of said 2.250 acre tract bears N 81°38'41" W, a distance of 407.12 feet;

5) **THENCE, N 08°05'28" E**, along the proposed west right-of-way line of CR 129, crossing the remainder of said Tract 4, a distance of **320.11 feet** to the **POINT OF BEGINNING** and containing 2,125 square feet (0.0488 of one acre) of land, more or less.

All bearings and coordinates shown are based on the Texas Coordinate System (TCS), Central Zone (4203), North American Datum 1983 (NAD 83) 2011 Adjustment, Epoch 2010.00. All distances and coordinates shown are surface and may be converted to grid by dividing by a surface adjustment factor of 1.00011. All measurements are in U.S. Survey Feet.

EXHIBIT A

County: Williamson
Highway: County Road 129
Project Limits: From FM 1660 to Travis County Line

March 2, 2022

PROPERTY DESCRIPTION FOR PARCEL 10B

A parcel plat of even date was prepared in conjunction with this property description.

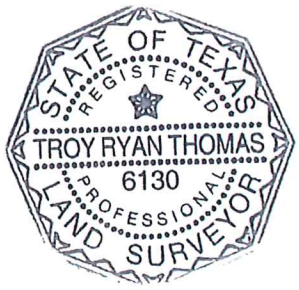
STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TRAVIS §

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 2nd day of March, 2022 A.D.

SURVEYED BY:

McGRAY & McGRAY LAND SURVEYORS, INC.
3301 Hancock Dr., Ste. 6 Austin, TX 78731 (512) 451-8591
TBPELS Survey Firm# 10095500



3/2/2022

Troy R. Thomas, Reg. Professional Land Surveyor No. 6130
2021/Descriptions/CR 129 Williamson County/Parcel 10B

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
D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
(1)	PARCEL NUMBER FOR R.O.W. ACQUISITION

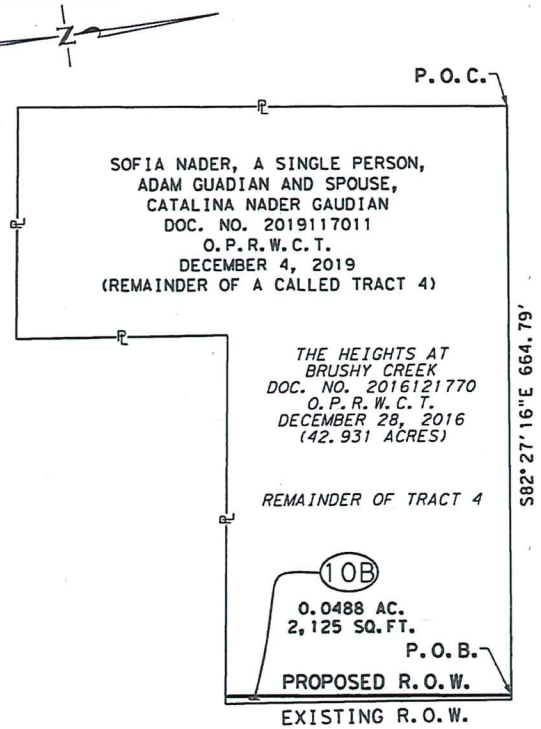
NOTES:

1. ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203), NORTH AMERICAN DATUM 1983 (NAD 83), 2011 ADJUSTMENT, EPOCH 2010.00. ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A SURFACE ADJUSTMENT FACTOR OF 1.00011. UNITS: U.S. SURVEY FEET.
2. THIS SURVEY WAS PREPARED WITH THE BENEFIT OF A TITLE COMMITMENT PROVIDED BY TEXAN TITLE INSURANCE COMPANY IN JANUARY 2022.
3. ABSTRACTING AND FIELD SURVEYING WERE PERFORMED FROM JUNE 2020 THROUGH FEBRUARY 2022.
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.

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.

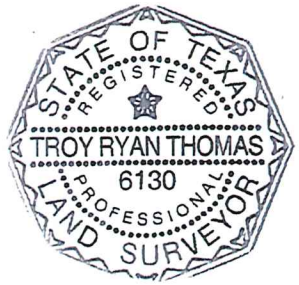
3/2/2022

TROY R. THOMAS, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6130 — DATE



DICY HOPKINS SURVEY, ABSTRACT NO. 300

PROPERTY INSET
NOT TO SCALE



THE SURVEY SHOWN WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. 21061627 ISSUED BY TEXAN TITLE INSURANCE COMPANY, EFFECTIVE DATE: JANUARY 7, 2022, ISSUED DATE: JANUARY 15, 2022.

1. SUBJECT TO: DOCUMENT NO. 2016121770 (PLAT) AND DOCUMENT NO. 2017005619, O.R.W.C.T.

10A. RIGHT OF WAY EASEMENT TO MANVILLE WATER SUPPLY CORPORATION IN VOLUME 581, PAGE 729, D.R.W.C.T. (UNABLE TO PLOT)

10E. ALL BUILDING SETBACK LINES AS SET OUT AND DESCRIBED IN DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS IN DOCUMENT NO. 2017005619, O.R.W.C.T. (AS SHOWN)

10G. TERMS, PROVISIONS AND STIPULATIONS OF OSSF ROUTINE MAINTENANCE AFFIDAVIT TO THE PUBLIC IN DOCUMENT NO. 2020120526, O.R.W.C.T. (AFFECTS)

10H. ROAD WIDENING EASEMENT ALONG COUNTY ROAD 129 IN DOCUMENT NO. 2016121770, O.R.W.C.T. (AS SHOWN)

10I. A 20' PUBLIC UTILITY EASEMENT ALONG THE NORTHERLY AND SOUTHERLY PROPERTY LINES IN DOCUMENT NO. 2016121770, O.R.W.C.T. (AS SHOWN)

10J. A 10' PUBLIC UTILITY EASEMENT ALONG COUNTY ROAD 129 IN DOCUMENT NO. 2016121770, O.R.W.C.T. (AS SHOWN)

10K. A 25' BUILDING SETBACK LINE ALONG COUNTY ROAD 129 IN DOCUMENT NO. 2016121770, O.R.W.C.T. (AS SHOWN)

10L. A 25' OSSF SETBACK IN DOCUMENT NO. 2016121770, O.R.W.C.T. (DOES NOT AFFECT)

10M. MANVILLE W.C. EASEMENT TO MANVILLE WATER SUPPLY CORPORATION IN DOCUMENT NO. 2021159626, O.R.W.C.T. (AS SHOWN)

REVISIONS

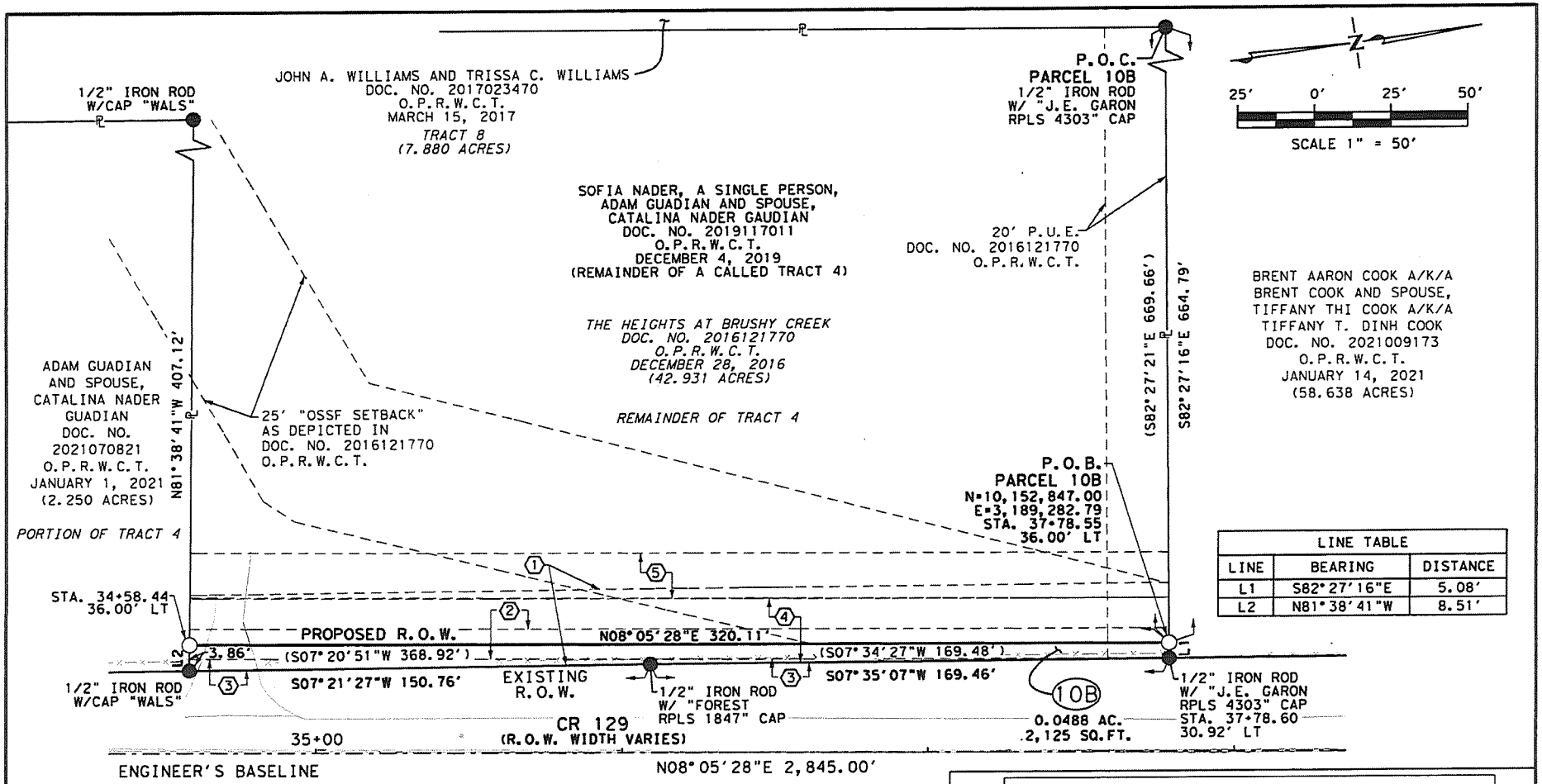
CALCULATED	ACQUISITION	REMAINING LT
6.2740 AC. (273,295 SQ.FT.)	0.0488 AC. (2,125 SQ.FT.)	6.2252 AC. (271,170 SQ.FT.)

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 10B

CR 129
FM 1660 TO THE TRAVIS COUNTY LINE
WILLIAMSON COUNTY, TEXAS

DATE: MARCH 2022 | SCALE: N.T.S.



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S82°27'16"E	5.08'
L2	N81°38'41"W	8.51'

DICY HOPKINS SURVEY, ABSTRACT NO. 300

EASEMENT CHART			
ID	EASEMENT	FILE NUMBER	EXECUTED DATE
1	25' BUILDING SETBACK	DOC. NO. 2016121770 O.P.R.W.C.T.	DECEMBER 28, 2016
2	10' PUBLIC UTILITY EASEMENT	DOC. NO. 2016121770 O.P.R.W.C.T.	DECEMBER 28, 2016
3	ROAD WIDENING EASEMENT	DOC. NO. 2016121770 O.P.R.W.C.T.	DECEMBER 28, 2016
4	MANVILLE WATER SUPPLY CORP. EASEMENT	DOC. NO. 2021159626 O.P.R.W.C.T.	SEPTEMBER 29, 2021
5	15' TEMP. WORKSPACE EASEMENT	DOC. NO. 2021159626 O.P.R.W.C.T.	SEPTEMBER 29, 2021

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 10B

CR 129
FM 1660 TO THE TRAVIS COUNTY LINE
WILLIAMSON COUNTY, TEXAS

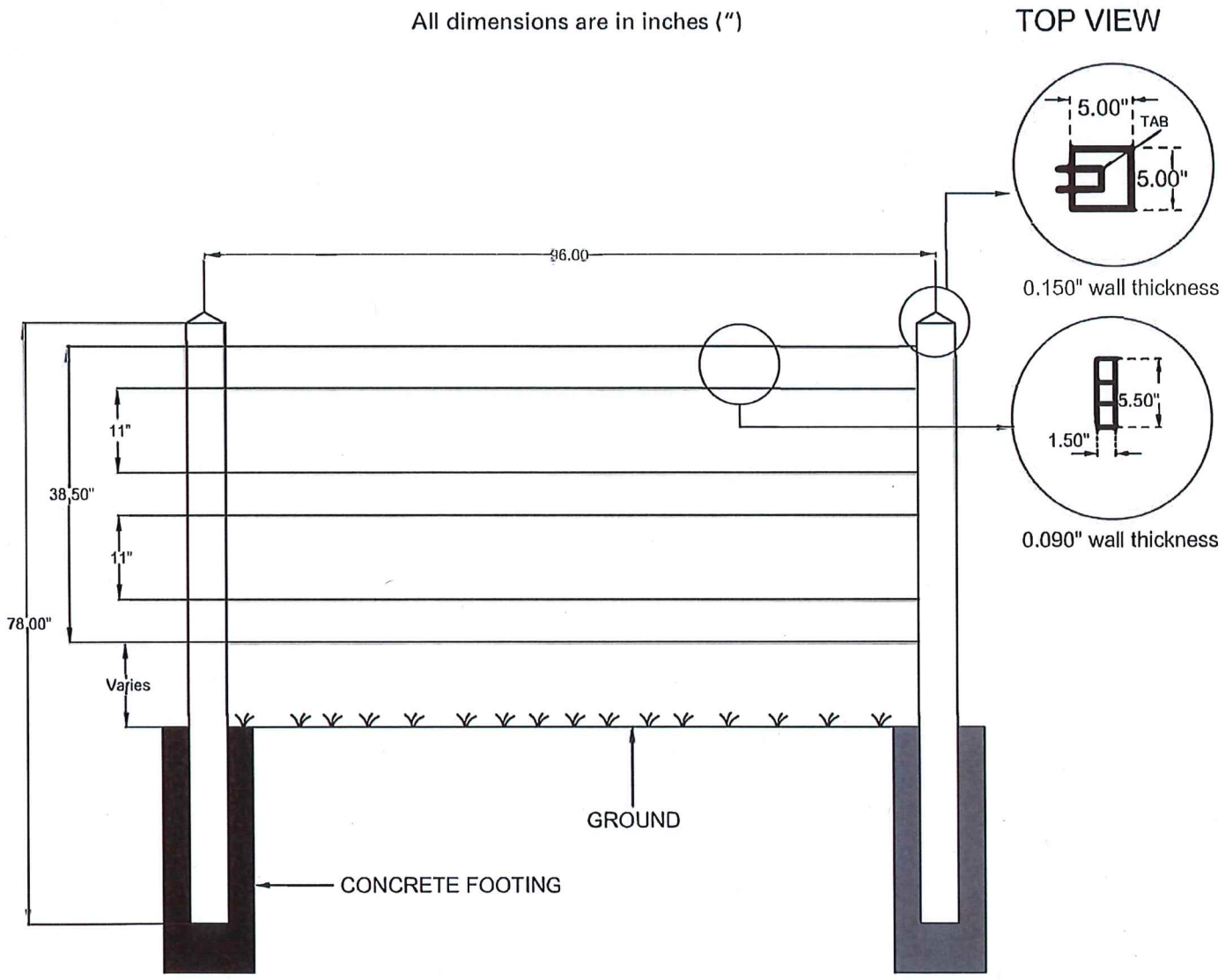
DATE: MARCH 2022 | SCALE: 1"= 50'

Product Specifications

Exhibit "B"

This fence can be trimmed down in width to accommodate custom applications

All dimensions are in inches (")



*Check local code before installing.

Exhibit "C"

Parcel 10B

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 **ADAM GUADIAN, CATALINA NADER GUADIAN and SOFIA NADER**, 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 0.0488-acre (2,125 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 10B**).

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:

_____
Adam Guadian

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the _____ day of _____, 2022 by Adam Guadian, in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

_____
Catalina Nader Guadian

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the _____ day of _____, 2022 by Catalina Nader Guadian, in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

GRANTOR:

_____
Sofia Nader

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the_____ day of_____, 2022 by Sofia Nader, in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

PREPARED IN THE OFFICE OF:
Sheets & Crossfield, PLLC
309 East Main
Round Rock, Texas 78664

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

AFTER RECORDING RETURN TO:

Commissioners Court - Regular Session **46.**

Meeting Date: 04/05/2022

CR 245 Purchase 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 Worship Place (Interdenominational) for 0.1398 AC of right of way needed on the CR 245 project (Parcel 4). Funding Source: Road Bonds P353

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Worship contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	03/31/2022 10:36 AM
Form Started By: Charlie Crossfield		Started On: 03/30/2022 02:54 PM
Final Approval Date: 03/31/2022		

REAL ESTATE CONTRACT
County Road 245 Right of Way—Parcel 4

THIS REAL ESTATE CONTRACT ("Contract") is made by **THE WORSHIP PLACE (INTERDENOMINATIONAL), a Texas nonprofit corporation** (referred to in this Contract as "Seller") and **WILLIAMSON COUNTY, TEXAS** (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I
PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract of land described as follows:

> Being a 0.1398 acre (6,090 square foot) parcel of land out of the L.P. Dyches Survey, Abstract No. 171, 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 4**);

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements situated on and attached to the Property described in Exhibit "A" not otherwise agreed herein to be retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II
PURCHASE PRICE

Purchase Price and Additional Compensation

2.01. The Purchase Price for the Property described in Exhibit "A" shall be the sum of NINE THOUSAND NINE HUNDRED TWENTY-SIX and 00/100 Dollars ($9,926.00).

2.01.1. As Additional Compensation for any improvements on the Property, the reconstruction or reconfiguration of fencing, and any damage to and/or cost to cure the remaining property of Seller, Purchaser shall pay the sum of TWO THOUSAND TWO HUNDRED FORTY-EIGHT and 00/100 Dollars ($2,248.00).

Payment of Purchase Price and Additional Compensation

2.02. The Purchase Price and Additional Compensation shall be payable in cash or other good funds at the Closing.

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 April 30, 2022, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Deed conveying good and indefeasible title to Williamson County, Texas in fee simple to all of the Property described in Exhibit "A", free and clear of any and all monetary liens and restrictions, except for the following:

(a) General real estate taxes for the year of closing and subsequent years not yet due and payable;

(b) Any exceptions approved by Purchaser pursuant to Article III hereof; and

(c) Any exceptions approved by Purchaser in writing.

The Deed shall be in the form as shown in Exhibit "B" attached hereto and incorporated herein.

(2) Provide reasonable assistance as requested, at no cost to Seller, to cause the Title Company to deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, in Grantee's favor in the full amount of the Purchase Price, insuring Purchaser's contracted interests in and to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

(a) The boundary and survey exceptions shall be deleted;

(b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and

(c) The exception as to the lien for taxes shall be limited to the year of Closing and shall be endorsed "Not Yet Due and Payable".

(d) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

(a) Pay the cash portion of the Purchase Price and Additional Compensation.

Prorations

5.04. General real estate taxes for the then current year relating to the Property shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation, but shall otherwise remain the continuing obligation of Seller to satisfy. Agricultural roll-back taxes, if any, which directly result from completion of this transaction and conveyance shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

(1) Owner's Title Policy and survey to be paid by Purchaser.

(2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.

(3) All other closing costs shall be paid by Purchaser.

(4) Attorney's fees paid by each party incurring same respectively.

ARTICLE VI
BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

ARTICLE VII
BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made then Seller shall receive the amount of $500 as liquidated damages for any failure by Purchaser.

ARTICLE VIII
MISCELLANEOUS

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

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

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09. In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10. This Contract shall be effective as of the date it is approved by Williamson County, Texas which date is indicated beneath the County Judge's signature below.

Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

Contingent Possession and Use Agreement

8.12. Upon completion of (1) the full execution of this Contract by all parties, and (2) acknowledgment by the Title Company of delivery by Purchaser of the full Purchase Price to the Title Company, Purchaser, its agents and contractors shall be permitted at any time after June 30, 2022 to enter and possess the Property prior to Closing for the purpose of completing any and all necessary testing, utility relocation and construction activities associated with the proposed County Road 245 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.

[signature page follows]

SELLER:

The Worship Place (Interdenominational),
a Texas nonprofit corporation

By: Maury Millican Address: 375 CR 245

Name: MAURY MILLICAN GEORGETOWN, TX

Its: ASSOCIATE PASTOR/CHIEF OPERATING OFFICER

Date: MARCH 29, 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 245
Project Limits: From RM 2338 to Ronald Reagan Blvd.

August 10, 2021

PROPERTY DESCRIPTION FOR PARCEL 4

DESCRIPTION OF a 6,090 square foot (0.1398 of one acre) parcel of land out of the L.P Dyches Survey, Abstract No. 171, in Williamson County, Texas, and being out of a called 19.98 acre tract conveyed to The Worship Place (Interdenominational) by Warranty Deed with Vendor's Lien dated March 31, 2016, as recorded in Document No. 2016027257, Official Public Records, Williamson County, Texas (O.P.R.W.C.T.); said 6,090 square foot (0.1398 of one acre) parcel of land being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2-inch iron rod with "PLS INC" cap found at the southwest corner of said 19.98 acre The Worship Place tract, being at the northwest corner of the remainder of a called 91.929 acres conveyed to the B. Kinney Trust, B. Kinney, Trustee by Warranty Deed dated October 13, 2011, as recorded in Document No. 2011069273 O.P.R.W.C.T.;

THENCE S 61°46'34" E, along the south line of said 19.98 acre The Worship Place tract and the north line of said remainder of 91.929 acre B. Kinney Trust tract, a distance of 1,617.49 feet to a 1/2-inch iron rod with "McGray McGray" cap set in the proposed west right-of-way line of CR 245, for the **POINT OF BEGINNING**, being 67.50 feet left of Engineer's Baseline Station 114+97.96 and having Surface Coordinates of North=10,238,061.90, East=3,101,538.00;

1) **THENCE, N 21°52'35" E**, along the proposed west right-of-way line of CR 245, crossing said 19.98 acre The Worship Place tract, a distance of **603.07 feet** to a 1/2-inch iron rod with "McGray McGray" cap set in the north line of said 19.98 acre The Worship Place tract, being in the south line of a called 20 acre remainder out of 91.29 acres described in Volume 1083, Page 101, Deed Records, Williamson County, Texas (D.R.W.C.T.), said 20 acres conveyed to Mary Simkins Luzius by Affidavit of Heirship dated February 19, 2007, as recorded in Document No. 2007019684, O.P.R.W.C.T., and being 67.50 feet left of Engineer's Baseline Station 121+01.03, from which a 1/2-inch iron rod found at the northwest corner of said 19.98 acre The Worship Place tract and the west corner of said 20 acre Luzius tract, bears N 61°46'29" W, a distance of 1,255.17 feet;

2) **THENCE, S 61°46'29" E**, along the north line of said 19.98 acre The Worship Place tract and the south line of said 20 acre Luzius tract, a distance of **8.98 feet** to a 1/2-inch iron rod found at the northeast corner of said 19.98 acre The Worship Place tract, being at the southeast corner of said 20 acre Luzius tract, and being in the existing west right-of-way line of CR 245 (varying width);

PROPERTY DESCRIPTION FOR PARCEL 4

THENCE, along the east line of said 19.98 acre The Worship Place tract and the existing west right-of-way line of CR 245, the following three (3) courses and distances, numbered 3 through 5:

3) **S 20°09'16" W**, a distance of **80.35 feet** to a 1/2-inch iron rod found,

4) **S 22°19'02" W**, a distance of **301.70 feet** to a 1/2-inch iron rod found, and

5) **S 21°22'52" W**, a distance of **221.30 feet** to a calculated point at the southeast corner of said 19.98 acre The Worship Place tract, being at the northeast corner of said remainder of 91.929 acre B. Kinney Trust tract;

6) **THENCE, N 61°46'34" W**, along the south line of said 19.98 acre The Worship Place tract and the north line of said remainder of 91.929 acre B. Kinney Trust tract, a distance of **11.00 feet** to the **POINT OF BEGINNING** and containing 6,090 square feet (0.1398 of one acre) of land, more or less.

All bearings and coordinates shown are based on the Texas Coordinate System (TCS), Central Zone (4203), North American Datum 1983 (NAD 83) 2011 Adjustment, Epoch 2010.00. All distances and coordinates shown are surface and may be converted to grid by dividing by a surface adjustment factor of 1.00012. All measurements are in U.S. Survey Feet.

EXHIBIT A

County: Williamson
Highway: County Road 245
Project Limits: From RM 2338 to Ronald Reagan Blvd.

PROPERTY DESCRIPTION FOR PARCEL 4

A parcel plat of even date was prepared in conjunction with this property description.

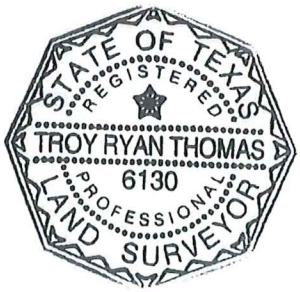
STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TRAVIS §

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 10th day of August, 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



8/10/2021

Troy R. Thomas, Reg. Professional Land Surveyor No. 6130
2021/Descriptions/CR 245 Williamson County/Parcel 4

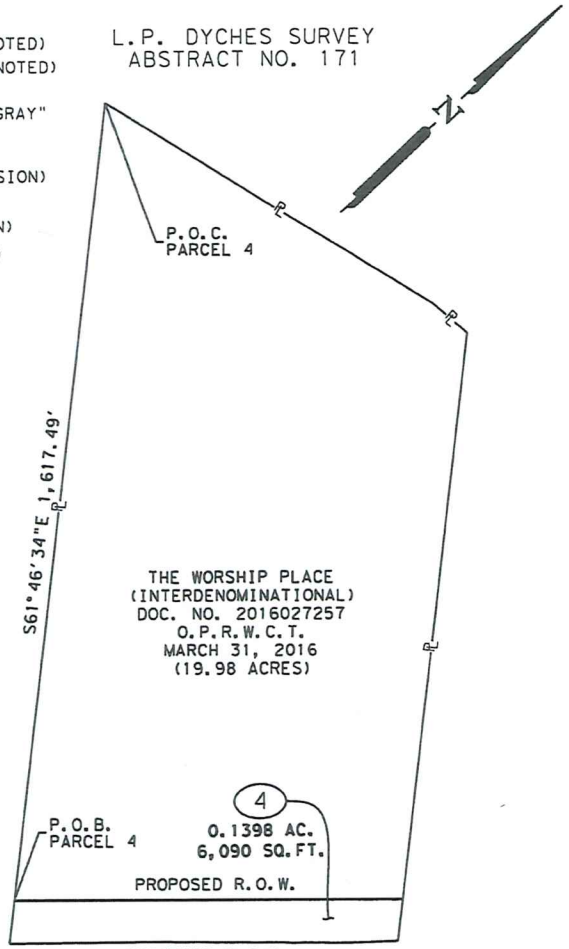
LEGEND

●	FOUND IRON ROD (1/2" UNLESS NOTED)
⊙	FOUND IRON PIPE (1/2" UNLESS NOTED)
△	CALCULATED POINT, NOT SET
○	1/2" IRON ROD W/ "MCGRAY & MCGRAY" CAP SET (UNLESS NOTED)
(XXX)	RECORD INFORMATION
—R—	PROPERTY LINE (OWNERSHIP DIVISION)
—S—	APPROXIMATE SURVEY LINE
	DEED LINE (OWNERSHIP IN COMMON)
	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
B.L.	BUILDING SETBACK LINE
D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
(1)	PARCEL NUMBER FOR R.O.W. ACQUISITION

NOTES:

1. ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT. ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A SURFACE ADJUSTMENT FACTOR OF 1.00012. UNITS: U.S. SURVEY FEET.
2. ABSTRACTING AND FIELD SURVEYING WERE PERFORMED FROM MAY 2020 THROUGH JULY 2021.
3. THIS PARCEL PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.

L.P. DYCHES SURVEY
ABSTRACT NO. 171



PROPERTY INSET
NOT TO SCALE

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.

8/10/2021

TROY R. THOMAS, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6130 — DATE

STATE OF TEXAS
REGISTERED
TROY RYAN THOMAS
6130
PROFESSIONAL
LAND SURVEYOR

THE SURVEY SHOWN WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. 2129095-KFO ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE MAY 27, 2021, ISSUED DATE JUNE 10, 2021.

10. THE FOLLOWING MATTERS AND ALL TERMS OF THE DOCUMENTS CREATING OR OFFERING EVIDENCE OF THE MATTERS:

A. PEDERNALES ELECTRIC COOPERATIVE, INC. ELECTRIC AND/OR TELEPHONE TRANSMISSION OR DISTRIBUTION LINE OR SYSTEM AS DESCRIBED IN VOLUME 643, PAGE 222, DEED RECORDS, WILLIAMSON COUNTY, TEXAS - DOES NOT AFFECT

B. STATE OF TEXAS RIGHT-OF-WAY AS DESCRIBED IN VOLUME 416, PAGE 60, DEED RECORDS, WILLIAMSON COUNTY, TEXAS - DOES NOT AFFECT

C. CHISHOLM TRAIL WATER SUPPLY CORP. PIPELIINE AS DESCRIBED IN VOLUME 1107, PAGE 425, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS AND ASSIGNED TO CHISHOLM TRAIL SPECIAL UTILITY DISTRICT AS DESCRIBED IN VOLUME 2168, PAGE 44, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS - BLANKET EASEMENT (UNABLE TO PLOT)

D. CHISHOLM TRAIL SPECIAL UTILITY DISTRICT WATER DISTRIBUTION AS DESCRIBED IN DOCUMENT NO. 199945402, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS - BLANKET EASEMENT (UNABLE TO PLOT)

REVISIONS

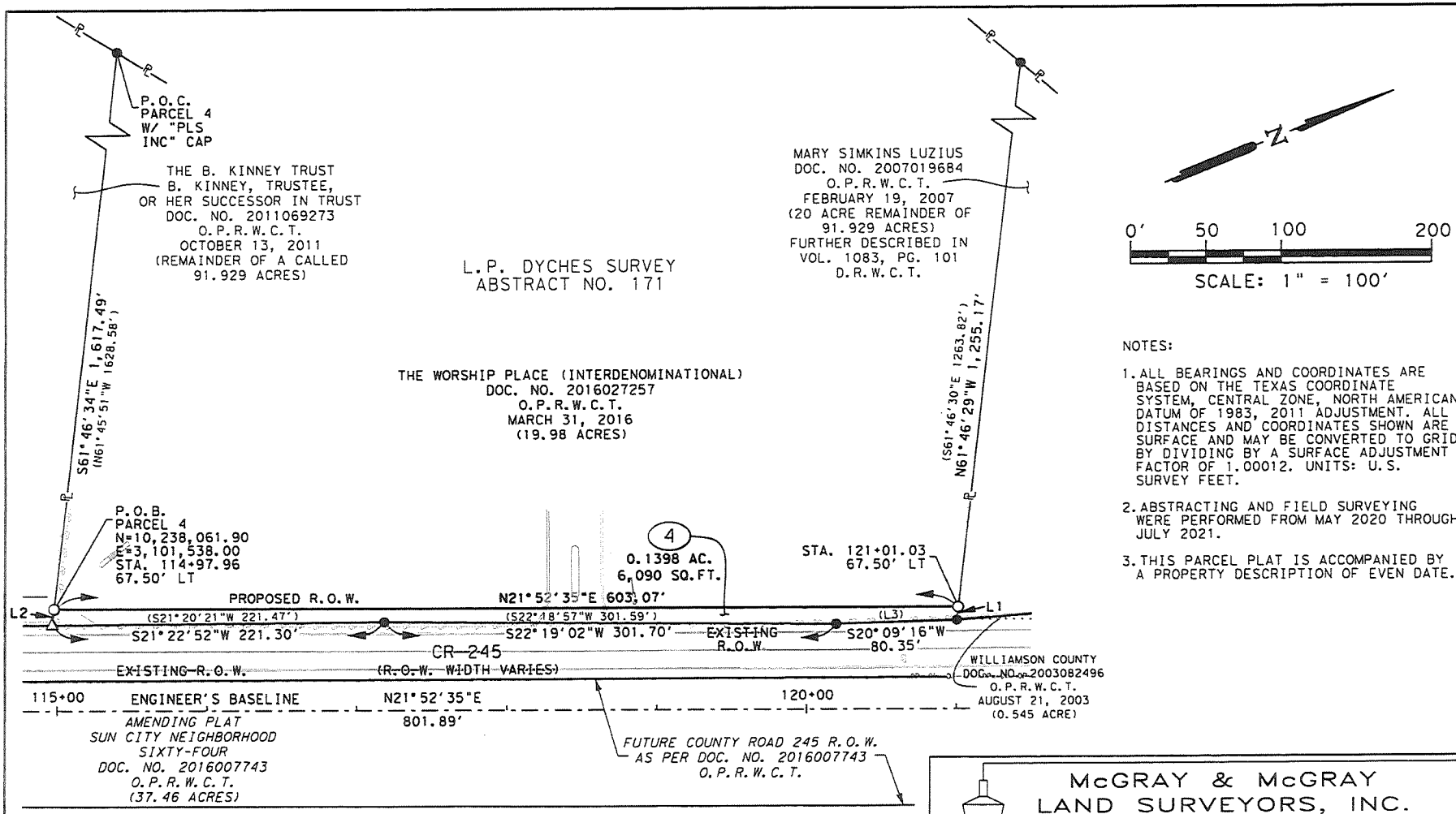
RECORD	ACQUISITION	REMAINING LT
19.98 AC. (870,329 SQ. FT.)	0.1398 AC. (6,090 SQ. FT.)	19.84 AC. (864,239 SQ. FT.)

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 4

CR 245 - FROM R.M. 2338 TO RONALD REAGAN BLVD.
WILLIAMSON COUNTY, TEXAS

DATE: AUGUST 2021 | SCALE: N.T.S.



NOTES:

1. ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT. ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A SURFACE ADJUSTMENT FACTOR OF 1.00012. UNITS: U.S. SURVEY FEET.
2. ABSTRACTING AND FIELD SURVEYING WERE PERFORMED FROM MAY 2020 THROUGH JULY 2021.
3. THIS PARCEL PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S61°46'29"E	8.98'
L2	N61°46'34"W	11.00'
(L3)	(S20°06'29"W)	(80.48')

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 4

CR 245 - FROM R.M. 2338
TO RONALD REAGAN BLVD.
WILLIAMSON COUNTY, TEXAS

DATE: AUGUST 2021 | SCALE: 1"=100'

EXHIBIT "B"

Parcel 4

DEED
County Road 245 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 WORSHIP PLACE (INTERDENOMINATIONAL), a Texas nonprofit corporation**, 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 0.1398 acre (6,090 square foot) parcel of land out of the L.P. Dyches Survey, Abstract No. 171, 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 4**)

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 245.

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 Worship Place (Interdenominational),
a Texas nonprofit corporation

By:_____

Name:_____

Its:_____

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the _____ day of _____, 2022 by _____, in the capacity and for the purposes and consideration recited therein.

_____

Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

Sheets & Crossfield, PLLC
309 East Main
Round Rock, Texas 78664

GRANTEE'S MAILING ADDRESS:

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

AFTER RECORDING RETURN TO:

Commissioners Court - Regular Session **47.**

Meeting Date: 04/05/2022

Sam Bass Rd. Purchase 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 Austin Krishnas for 0.038 AC of right of way needed on the Sam Bass Road project (Parcel 37). Funding Source: Road Bonds P462

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Krishna contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	03/31/2022 10:37 AM
Form Started By: Charlie Crossfield		Started On: 03/30/2022 02:57 PM
Final Approval Date: 03/31/2022		

REAL ESTATE CONTRACT
Corridor H/Sam Bass Road Right of Way—Parcel 37

THIS REAL ESTATE CONTRACT ("Contract") is made by AUSTIN KRISHNAS, INC., a Texas non-profit corporation (referred to in this Contract as "Seller") and WILLIAMSON COUNTY, TEXAS (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I
PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

> All of that certain 0.038 acre (1,666 sq. ft.) tract of land out of the J.H. DILLARD SURVEY, ABSTRACT NO. 179, Williamson County, Texas; said tract being more particularly described by metes and bounds in Exhibit "A" to be attached. **(Parcel 37);**

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements situated on and attached to the Property described in Exhibits "A" not otherwise agreed herein to be retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II
PURCHASE PRICE

Purchase Price and Additional Consideration

2.01. The Purchase Price for the Property, any improvements on the Property, and any damage to or cost to cure for the remaining property of Seller shall be the sum of EIGHT THOUSAND SIX HUNDRED THIRTY-EIGHT and 00/100 Dollars ($8,638.00).

2.01.1. As Additional Compensation for any improvements on the Property and any damage to and/or cost to cure the remaining property of Seller, Purchaser shall pay the sum of THREE THOUSAND FIVE HUNDRED EIGHT and 00/100 Dollars ($3,518.00).

Payment of Purchase Price and Additional Consideration

2.02. The Purchase Price and Additional Consideration shall be payable in cash at the Closing.

Special Provisions

2.03. Driveway Replacement. As additional compensation for the acquisition of the Property, and as an obligation which shall survive the Closing of this transaction, Purchaser agrees that as part of the construction of the proposed Corridor H/Sam Bass roadway improvement project it shall cause a replacement driveway connection to be constructed between the edge of proposed roadway pavement and the new R.O.W. Property line, in the location and in substantial compliance with the plans and specifications identified as "DVWY23" on Exhibit "B" attached hereto and incorporated herein. By execution of this Contract, Seller agrees to allow Purchaser, its agents contractors and assigns the temporary right to enter the remaining property of Seller to the limited area and for limited time period only as necessary to carry out the obligations of this paragraph.

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 each of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the closing.

3.03. The Property herein is being conveyed to Purchaser under threat of condemnation.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's current actual knowledge:

(1) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than as previously disclosed to Purchaser;

(2) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof.

ARTICLE V
CLOSING

Closing Date

5.01. The Closing shall be held at the office of Texas National Title Company on or before April 30, 2022, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Deed conveying good and indefeasible title to Williamson County, Texas in fee simple to all the Property described in Exhibit "A", free and clear of any and all monetary liens and restrictions, except for the following:

(a) General real estate taxes for the year of closing and subsequent years not yet due and payable;

(b) Any exceptions approved by Purchaser pursuant to Article III hereof; and

(c) Any exceptions approved by Purchaser in writing.

(2) The Deed shall be in the form as shown in Exhibit "C" attached hereto and incorporated herein.

(3) Provide reasonable assistance as requested to cause Title Company to deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, issued by Title Company, in Grantee's favor in the full amount of the purchase price, insuring Purchaser's contracted interests in and to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

(a) The boundary and survey exceptions shall be deleted;

(b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and

(c) The exception as to the lien for taxes shall be limited to the year of Closing and shall be endorsed "Not Yet Due and Payable".

(d) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

(a) Pay the cash portion of the Purchase Price.

Prorations

5.04. General real estate taxes for the then current year relating to the Property shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation, but shall otherwise be the continuing obligation of Seller to fully satisfy. Agricultural roll-back taxes, if any, which directly result from the completion of this transaction and conveyance shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

(1) Owner's Title Policy and survey to be paid by Purchaser.

(2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.

(3) All other closing costs shall be paid by Purchaser.

(4) Attorney's fees paid by each respectively.

ARTICLE VI
BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

ARTICLE VII
BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made then Seller shall receive the amount of $500 as liquidated damages for any failure by Purchaser.

ARTICLE VIII
MISCELLANEOUS

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

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

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09. In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10. This Contract shall be effective as of the date it is approved by Williamson County, Texas which date is indicated beneath the County Judge's signature below.

Counterparts

8.11. This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

Contingent Possession and Use Agreement

8.12. Upon completion of (1) the full execution of this Contract by all parties, and (2) acknowledgment by the Title Company of delivery by Purchaser of the full Purchase Price to the Title Company, Purchaser, its agents and contractors shall be permitted at any time after May 31, 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 roadway improvement construction project of Purchaser on the Property or the obligations of this Contract, 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:

AUSTIN KRISHNAS, INC.,
a Texas non-profit corporation

By: _____ Address: 4305 SAM BASS RD

Name: TUSHAR BAJAJ ROUND ROCK TX 78681

Its: _____

Date: March 28, 2022

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr
County Judge

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

Date: _____

EXHIBIT "A"

County: Williamson
Parcel No.: 37
Highway: C.R. 175 (Sam Bass Road)
Limits: From: F.M. 1431
To: 1,000' East of Wyoming Springs Drive

January 10, 2020

PROPERTY DESCRIPTION FOR PARCEL 37

DESCRIPTION OF A 0.038 ACRE (1,666 SQ. FT.) PARCEL OF LAND LOCATED IN THE J.H. DILLARD SURVEY, ABSTRACT 179, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 113, GREAT OAKS SUBDIVISION, A SUBDIVISION OF RECORD IN CABINET B, SLIDE 372, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS (P.R.W.C.TX.), DESCRIBED IN A DEED TO STEPHEN C. KOEHN AND PATRICIA N. KOEHN, RECORDED JUNE 24, 2004 IN DOCUMENT NO. 2004052046, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.); SAID 0.038 ACRE (1,666 SQ. FT.) PARCEL, AS SHOWN ON A PLAT PREPARED BY SAM, LLC, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch iron rod with a plastic cap found 340.58 feet right of County Road 175 (Sam Bass Road) Engineer's Centerline Station (E.C.S.) 319+16.19 on the east line of a called 29.27 acre tract, described in a deed to David Allen Huff and wife, Carolyn Bussie Huff, recorded in Volume 670, Page 555, Deed Records of Williamson County, (D.R.W.C.TX.), for the south corner of Lot 114B, Resubdivision of Lot 114, Great Oaks Subdivision, a subdivision of record in Cabinet R, Slide 323, P.R.W.C.TX., described in a deed to David A. Franklin and Janis E. Franklin, recorded in Document No. 2007064920, O.P.R.W.C.TX., same being the southwest corner of Lot 114A, of said Resubdivision of Lot 114 Great Oaks Subdivision, described in a deed to Rickey D. Wells and Sherry L. Wells, recorded in Document No. 2010070539, O.P.R.W.C.TX.;

THENCE N 22°34'05" E, with the common line of said Lot 114B and said Lot 114A, passing at a distance of 316.85 feet a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 24.00 feet right of Sam Bass Road E.C.S 319+29.22, and continuing for a total distance of 330.62 feet to a magnail found on the existing south right-of-way line of Sam Bass Road, a variable width right-of-way, no record information found, for the northeast corner of said Lot 114B, same being the northwest corner of said Lot 114A;

THENCE S 67°04'36" E, departing the common line of said Lot 114B and said Lot 114A, with the existing south right-of-way line of said Sam Bass Road, a distance of 150.11 feet to a 1/2-inch iron rod found (Surface Coordinates: N=10,169,517.25, E=3,111,878.26) 17.34 feet right of Sam Bass Road E.C.S 320+79.73, for the northeast corner of said Lot 114A, same being the northwest corner of said Lot 113 and the **POINT OF BEGINNING** of the parcel described herein;

1) **THENCE** S 67°32'51" E, continuing with the existing south right-of-way line of said Sam Bass Road, a distance of 199.97 feet to a 1/2-inch iron rod found, for the northwest corner of Lot 112A, Resubdivision of Lot 112, Great Oaks Subdivision, a subdivision of record in Cabinet P, Slide 253, P.R.W.C.TX., described in a deed to Timothy Martin and Gary Albert Martin, recorded in Document No. 2016038967, O.P.R.W.C.TX., same being the northeast corner of said Lot 113 and the parcel described herein, from which a 1/2-inch iron rod found bears S 67°42'17" E, a distance of 160.01 feet;

2) **THENCE** S 22°34'05" W, departing the existing south right-of-way line of said Sam Bass Road, with the common line of said Lot 113 and said Lot 112A, a distance of 8.33 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 27.33 feet right of Sam Bass Road E.C.S. 322+80.39 on the proposed south-right-of-way line of Sam Bass Road, for the southeast corner of the parcel described herein;

EXHIBIT "A"

County: Williamson
Parcel No.: 37
Highway: C.R. 175 (Sam Bass Road)
Limits: From: F.M. 1431
To: 1,000' East of Wyoming Springs Drive

3) **THENCE** N 67°32'53" W, departing the common line of said Lot 113 and said Lot 112A, with the proposed south right-of-way line of said Sam Bass Road, over and across said Lot 113, a distance of 199.97 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 25.66 feet right of Sam Bass Road E.C.S. 320+79.39 on the common line of said Lot 113 and said Lot 114A, for the southwest corner of the parcel described herein;

4) **THENCE** N 22°34'05" E, with the common line of said Lot 113 and said Lot 114A, passing at a distance of 1.66 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 24.00 feet right of Sam Bass Road E.C.S. 320+79.46, and continuing for a total distance of 8.33 feet to the **POINT OF BEGINNING**, and containing 0.038 acre (1,666 sq. ft.) of land, more or less.

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

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

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

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

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

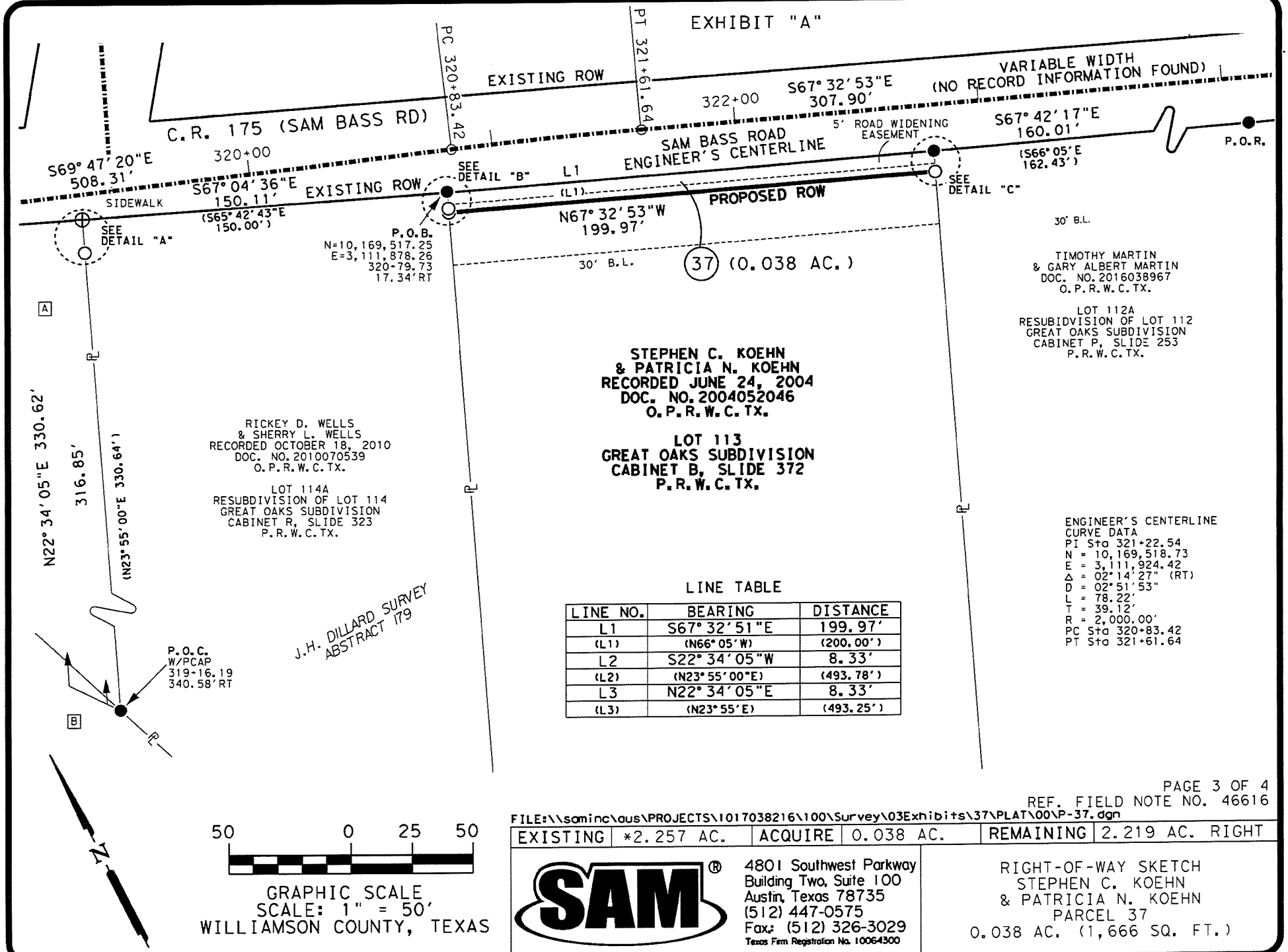
Preliminary

01/13/2020 8:26:43 AM

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

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

EXHIBIT "A"



ENGINEER'S CENTERLINE
CURVE DATA
PI Sta 321+22.54
N = 10,169,518.73
E = 3,111,924.42
Δ = 02° 14' 27" (RT)
D = 02° 51' 53"
L = 78.22'
T = 39.12'
R = 2,000.00'
PC Sta 320+83.42
PT Sta 321+61.64

LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	S67° 32' 51"E	199.97'
(L1)	(N66° 05'W)	(200.00')
L2	S22° 34' 05"W	8.33'
(L2)	(N23° 55' 00"E)	(493.78')
L3	N22° 34' 05"E	8.33'
(L3)	(N23° 55'E)	(493.25')

REF. FIELD NOTE NO. 46616

FILE:\\saminc\aus\PROJECTS\1017038216\100\Survey\03Exhibits\37\PLAT\00\P-37.dgn

EXISTING	*2.257 AC.	ACQUIRE	0.038 AC.	REMAINING	2.219 AC. RIGHT

50 0 25 50

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

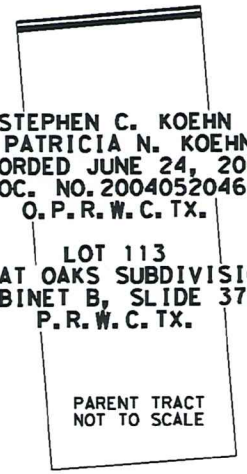
SAM®
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

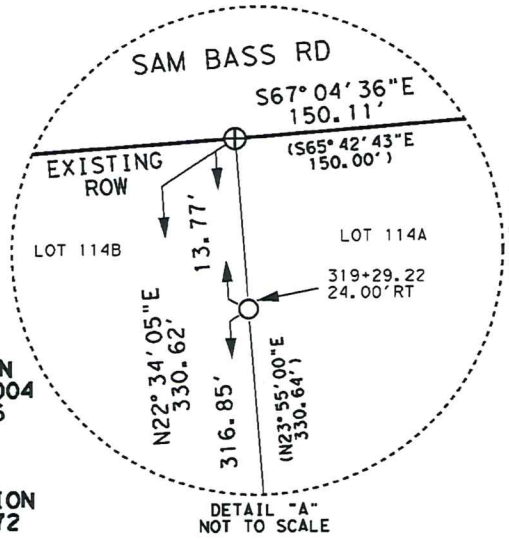
RIGHT-OF-WAY SKETCH
STEPHEN C. KOEHN
& PATRICIA N. KOEHN
PARCEL 37
0.038 AC. (1,666 SQ. FT.)

EXHIBIT "A"

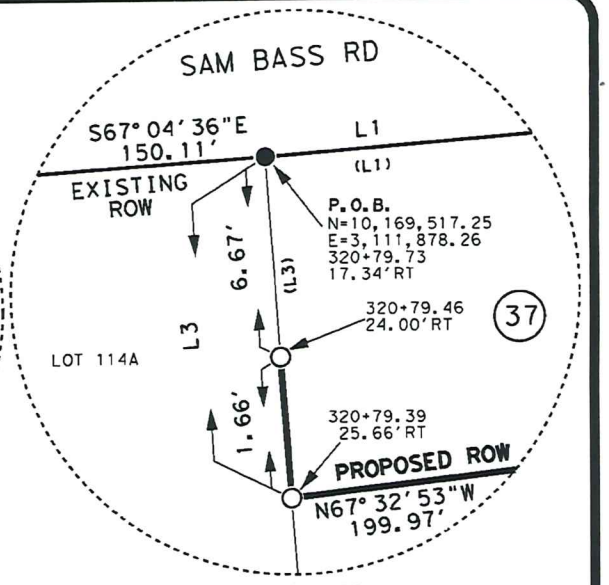
LEGEND

○	5/8" IRON ROD SET WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY"
●	1/2" IRON ROD FOUND UNLESS NOTED
⬡	FENCE POST (TYPE NOTED)
⊕	MAGNAIL FOUND
△	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
—2—	DISTANCE NOT TO SCALE
—Z—	DEED LINE (COMMON OWNERSHIP)





DETAIL "A"
NOT TO SCALE

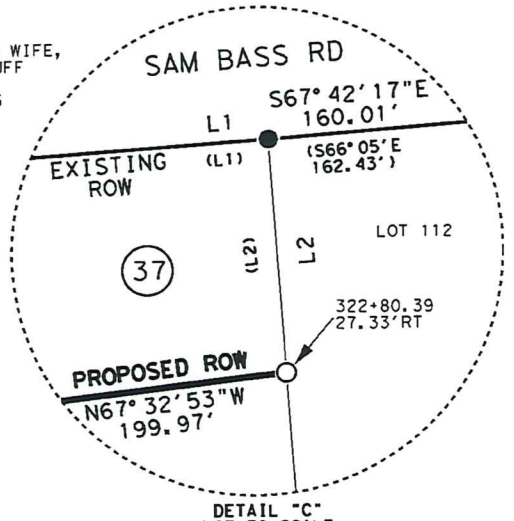


DETAIL "B"
NOT TO SCALE

[A] DAVID A. FRANKLIN
& JANIS E. FRANKLIN
DOC. NO. 2007064920
O.P.R.W.C.TX.

LOT 114B
RESUBDIVISION OF LOT 114
GREAT OAKS SUBDIVISION
CABINET R, SLIDE 323
P.R.W.C.TX.

[B] DAVID ALLEN HUFF AND WIFE,
CAROLYN BUSSIE HUFF
29.27 ACRES
VOL. 670, PG. 555
D.R.W.C.TX.



DETAIL "C"
NOT TO SCALE

NOTES:

1. ALL BEARINGS SHOWN ARE BASED ON NAD83/2011/NAVD88 TEXAS COORDINATE SYSTEM, CENTRAL ZONE. ALL DISTANCES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A SURFACE ADJUSTMENT FACTOR OF 1.00012. ALL COORDINATES SHOWN ARE IN SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY THE SAME FACTOR. PROJECT UNITS ARE IN U.S. SURVEY FEET.
2. THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF TITLE REPORT, THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOTSHOWN.
3. SAM BASS ROAD ENGINEER'S CENTERLINE ALIGNMENT DERIVED FROM KFRIESE. SCHEMATIC RECEIVED BY SAM, LLC. IN APRIL, 2019.
4. THIS PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.

* AREA CALCULATED BY SAM, LLC.

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

Preliminary

01/13/2020 8:26:53 AM

DATE

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

REF. FIELD NOTE NO. 46616

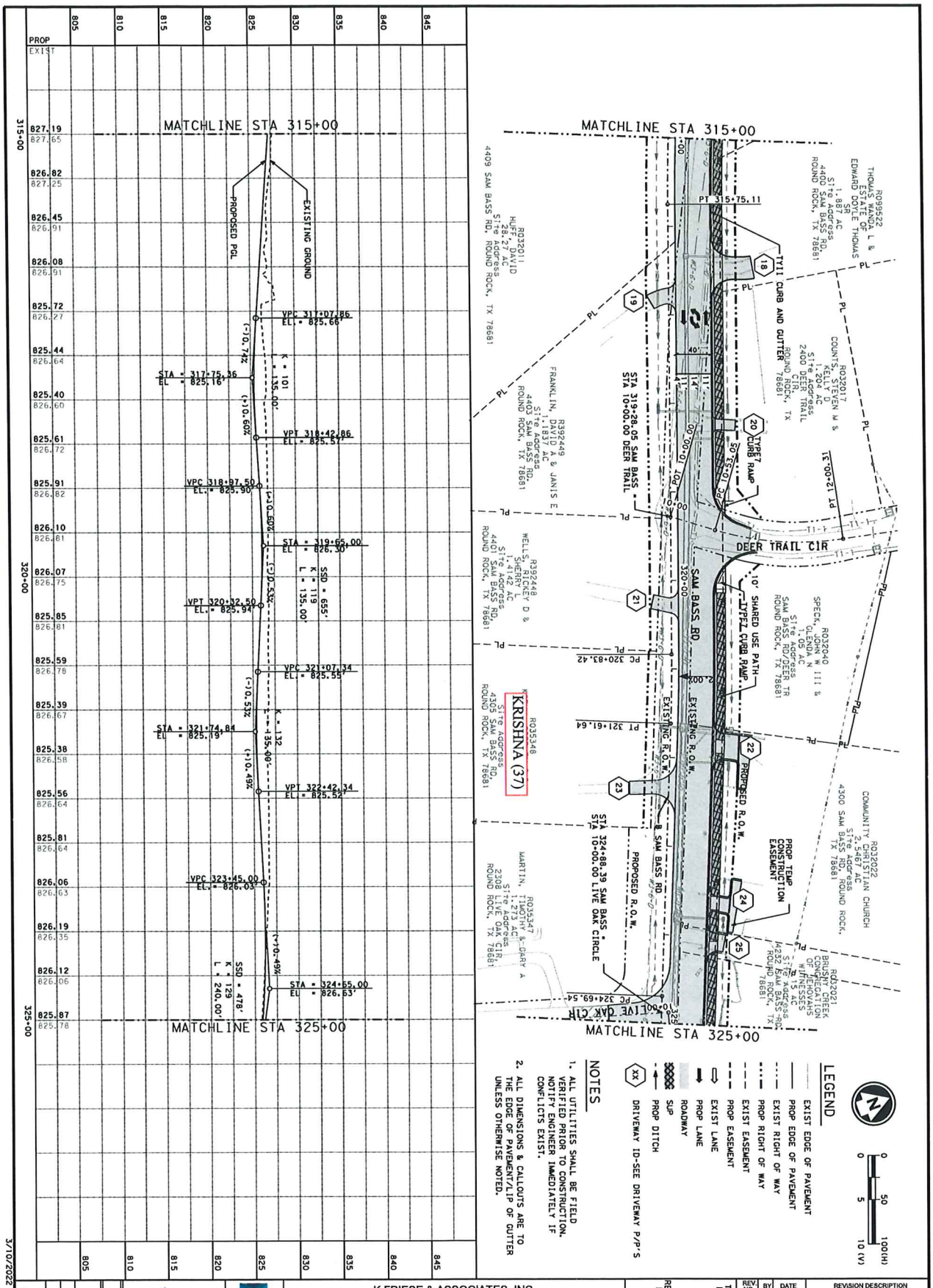
FILE:\\saminc\aus\PROJECTS\1017038216\100\Survey\03Exhibits\37\PLAT\00\P-37.dgn

EXISTING	*2.257 AC.	ACQUIRE	0.038 AC.	REMAINING	2.219 AC. RIGHT

SAM®
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
STEPHEN C. KOEHN
& PATRICIA N. KOEHN
PARCEL 37
0.038 AC. (1,666 SQ. FT.)

EXHIBIT "B" (Page 1 of 3)



K FRIESE & ASSOCIATES, INC.
1120 S. CAPITAL OF TEXAS HWY, II-100, AUSTIN, TX 78746

WILLIAMSON COUNTY
SAM BASS ROAD

PLAN AND PROFILE - SAM BASS RD
STA 315+00 TO STA 325+00

THESE DOCUMENTS ARE FOR INTERIM REVIEW AND NOT FOR CONSTRUCTION, BIDDING OR PERMIT PURPOSES.

RESPONSIBLE ENGINEER
DANIEL J. CRYAN, PE
TBPE 121112
3/10/2022

REV. NO.	BY	DATE	REVISION DESCRIPTION

WILLIAMSON COUNTY
K FRIESE + ASSOCIATES
PROJECT MANAGEMENT (FIRM #8206)

WILLIAMSON COUNTY

SCALE 1"=100'
DATE 3/10/2022
SHEET NUMBER 115 OF 521
SHEET 7 OF 14

3/10/2022
2:11:53 PM

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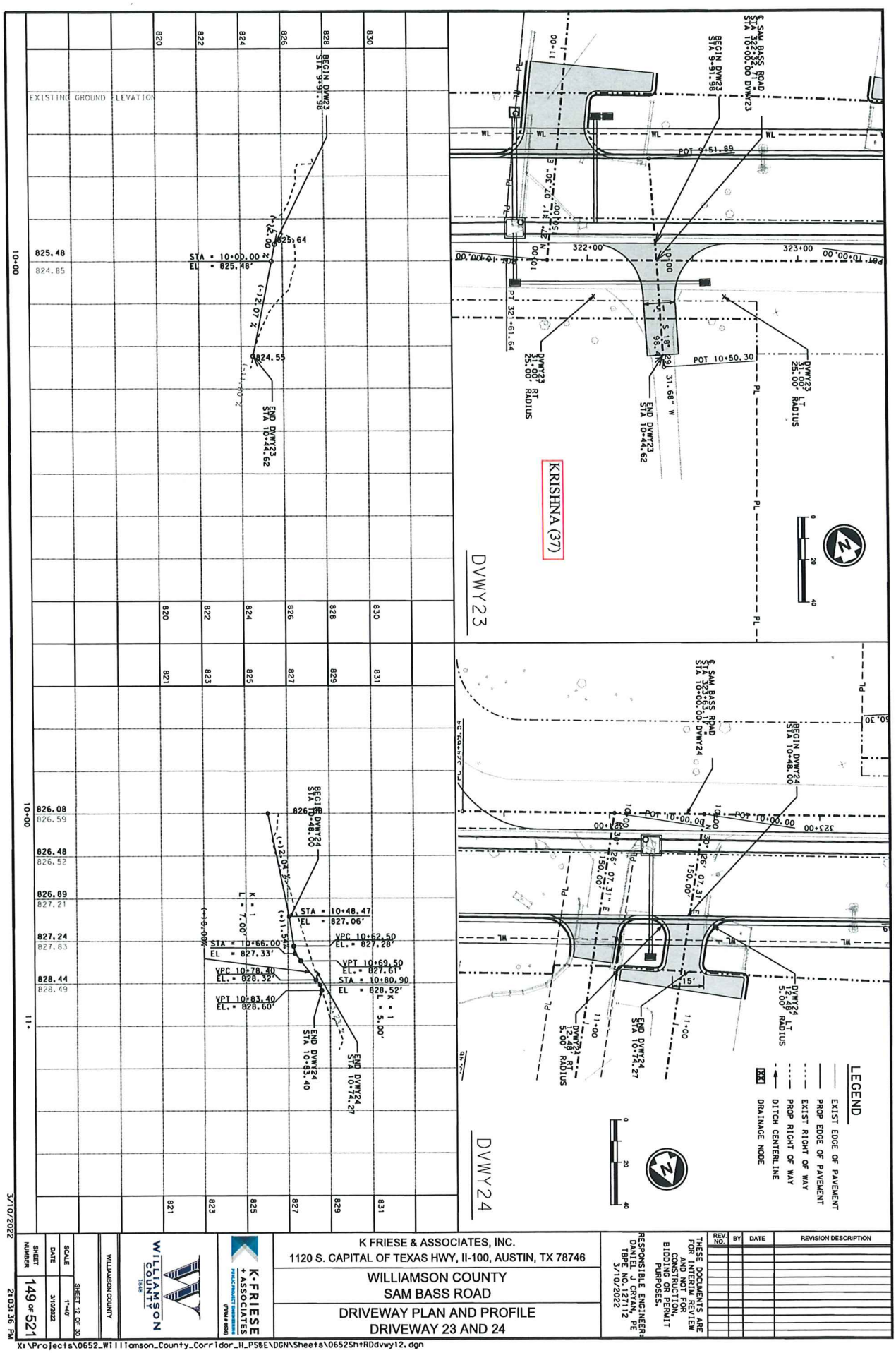
EXHIBIT "B" (Page 2 of 3)



K FRIESE & ASSOCIATES, INC.
1120 S. CAPITAL OF TEXAS HWY, II-100, AUSTIN, TX 78746

WILLIAMSON COUNTY
SAM BASS ROAD

DRIVEWAY PLAN AND PROFILE
DRIVEWAY 23 AND 24

RESPONSIBLE ENGINEER
DANIEL J. CRYAN, PE
TBPE 3/10/2022

THESE DOCUMENTS ARE FOR INTERIM REVIEW ONLY AND NOT FOR CONSTRUCTION, BIDDING OR PERMIT PURPOSES.

REV. NO.	BY	DATE	REVISION DESCRIPTION

WILLIAMSON COUNTY

SCALE 1"=40'
DATE 3/10/2022
SHEET NUMBER 149 OF 521
SHEET 12 OF 30

3/10/2022 2:03:36 PM

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EXHIBIT "B" (Page 3 of 3)

PROPOSED DRIVEWAY TABLE

DRIVEWAY P&P SHEET	DRIVEWAY ID	ROADWAY STA (A)	LEFT/ RIGHT	SURFACE TYPE	USE	EXISTING	PROPOSED			
						WIDTH	LENGTH (L)	WIDTH (W)	RADIUS (R)	RADIUS (R)
						(FT)	(FT)	(FT)	(FT)	(FT)
1	1	10+60.39	LT	ASPH	RESIDENTIAL	12.4	32.8	13	7	7
	2	9+99.26	RT	ASPH	RESIDENTIAL	11.0	63.7	12	10	10
2	3	9+91.77	RT	ASPH	RESIDENTIAL	10.2	38.0	13	10	10
	4	9+91.90	RT	ASPH	RESIDENTIAL	9.2	22.1	12	10	10
3	5	9+91.11	RT	ASPH	RESIDENTIAL	11.6	24.8	13	10	10
	6	9+92.00	RT	ASPH	RESIDENTIAL	8.6	29.0	12	10	10
4	7	9+91.70	RT	ASPH	RESIDENTIAL	8.6	29.3	12	10	10
	8	9+91.95	RT	ASPH	RESIDENTIAL	12.4	62.0	14	10	10
5	9	9+92.00	RT	ASPH	RESIDENTIAL	10.5	73.0	12	10	10
	10	9+91.87	RT	CONC	RESIDENTIAL	10.4	74.1	12	10	10
6	11	10+49.37	LT	ASPH	RESIDENTIAL	10.9	30.4	12	7	7
	12	10+52.52	LT	ASPH	RESIDENTIAL	9.2	37.9	12	7	7
7	13	10+48.00	LT	CONC	RESIDENTIAL	10.4	44.8	12	7	7
	14	10+51.44	LT	CONC	RESIDENTIAL	10.6	27.6	13	7	7
8	15	10+48.00	LT	ASPH	RESIDENTIAL	9.3	29.2	12	7	7
	16	10+49.14	LT	ASPH	RESIDENTIAL	11.0	21.9	12	7	7
9	17	9+91.86	RT	ASPH	RESIDENTIAL	10.2	24.1	12	10	10
	18	10+48.03	LT	ASPH	RESIDENTIAL	12.5	27.0	12	7	7
10	19	9+91.98	RT	CONC	RESIDENTIAL	15.0	30.0	17	10	10
	20	10+39.14	LT	ASPH	RESIDENTIAL	10.6	26.9	12	7	7
11	21	9+92.00	RT	CONC	RESIDENTIAL	15.3	30.1	16	10	10
	22	10+48.20	LT	ASPH	CHURCH	24.0	44.3	24	15	15
12	23	9+91.98	RT	ASPH	COMMERCIAL	10.6	52.6	15	25	25
	24	10+48.47	LT	ASPH	CHURCH	15.2	34.9	16	15	10
13	25	10+48.47	LT	ASPH	CHURCH	19.0	21.5	19	10	15
	26	10+48.34	LT	ASPH	CHURCH	13.0	29.9	13	15	15
14	27	10+48.00	LT	ASPH	CHURCH	21.6	30.3	21.6	15	15
	28	9+92.00	RT	CONC	RESIDENTIAL	12.4	27.0	12	10	10
15	29	10+48.00	LT	ASPH	CHURCH	23.7	27.0	23.7	15	15
	30	9+92.00	RT	CONC	RESIDENTIAL	13.6	25.1	13	10	10
16	31	10+48.00	LT	ASPH	CHURCH	23.9	29.5	23.9	15	15
	32	9+92.00	RT	CONC	RESIDENTIAL	14.7	25.2	14	10	10
17	33	10+48.25	LT	ASPH	CHURCH	24.4	46.5	24.4	15	15
	34	9+91.97	RT	CONC	RESIDENTIAL	14.9	23.0	14	10	10
18	35	10+48.00	LT	ASPH	CHURCH	26.0	33.0	26	15	15
	36	9+91.92	RT	CONC	RESIDENTIAL	12.2	22.0	13	10	10
19	37	9+91.92	RT	CONC	RESIDENTIAL	15.7	36.0	16	10	10
	38	10+84.72	LT	ASPH	RESIDENTIAL	25.1	49.1	26	7	7
20	39	9+92.00	RT	CONC	RESIDENTIAL	16.8	26.0	18	10	10
	40	9+91.73	RT	CONC	RESIDENTIAL	14.2	25.3	15	10	10
21	41	9+92.00	RT	CONC	RESIDENTIAL	14.7	76.4	15	10	10
	42	9+91.94	RT	ASPH	RESIDENTIAL	14.3	55.1	16	10	10
22	43	9+92.00	RT	ASPH	RESIDENTIAL	12.5	54.0	12	10	10
	44	9+91.99	RT	ASPH	RESIDENTIAL	11.2	54.0	13	10	10
23	45	9+92.00	RT	ASPH	RESIDENTIAL	9.5	63.0	12	10	10
	46	9+91.96	RT	ASPH	RESIDENTIAL	10.8	65.0	12	10	10
24	47	9+92.00	RT	ASPH	RESIDENTIAL	11.5	64.0	13	10	10
	48	9+91.99	RT	ASPH	RESIDENTIAL	11.1	58.0	12	10	10
25	49	9+92.00	RT	ASPH	RESIDENTIAL	12.7	58.0	14	10	10
	50	9+92.00	RT	CONC	RESIDENTIAL	12.2	64.0	12	10	10
26	51	9+91.80	RT	CONC	RESIDENTIAL	13.4	65.2	15	10	10
	52	9+91.96	RT	CONC	RESIDENTIAL	13.1	64.3	14	10	10
27	53	9+92.00	RT	CONC	RESIDENTIAL	12.8	65.0	12	10	10
	54	9+94.22	RT	CONC	RESIDENTIAL	15.7	60.8	17	10	10
28	55	9+97.07	RT	CONC	RESIDENTIAL	15.1	51.6	18	10	10
	56	9+97.41	RT	ASPH	RESIDENTIAL	10.2	58.1	12	10	10
29	57	10+46.00	RT	ASPH	RESIDENTIAL	28.2	27.8	30	10	10
	58	10+12.05	RT	ASPH	RESIDENTIAL	28.4	72.0	12	10	10

REV NO.	BY	DATE	REVISION DESCRIPTION

THESE DOCUMENTS ARE FOR INTERIM REVIEW AND NOT FOR CONSTRUCTION, BIDDING OR PERMIT PURPOSES.

RESPONSIBLE ENGINEER: DANIEL J CRYAN, PE
TBPE NO. 127112
3/10/2022

K FRIESE & ASSOCIATES, INC.
1120 S. CAPITAL OF TEXAS HWY, II-100, AUSTIN, TX 78746

WILLIAMSON COUNTY
SAM BASS ROAD
ROADWAY DETAILS
DRIVEWAY SUMMARY

K·FRIESE + ASSOCIATES
PUBLIC PROJECT ENGINEERING
(FIRM # 6536)

WILLIAMSON COUNTY
1848

WILLIAMSON COUNTY

SHEET 1 OF 1

SCALE	NA
DATE	3/10/2022
SHEET NUMBER	170 OF 521

3/10/2022 2:28:48 PM

X:\Projects\0652_Williamson_County_Corridor_H_PS&E\DGN\Sheets\0652ShtRDdwySum.dgn

EXHIBIT "C"

Parcel 37

DEED
Corridor H/Sam Bass Road 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 AUSTIN KRISHNAS, INC., a Texas non-profit corporation, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto WILLIAMSON COUNTY, TEXAS, all that certain tract or parcel of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows (the "Property"):

> All of that certain 0.038 acre (1,666 sq. ft.) tract of land out of the J.H. DILLARD SURVEY, ABSTRACT NO. 179, Williamson County, Texas; said tract being more particularly described by metes and bounds in Exhibit "A" to be attached. (**Parcel 37)**

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

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

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

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

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas or the City of Round Rock or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of Corridor H/Sam Bass Road.

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 pages follow]

GRANTOR:

AUSTIN KRISHNAS, INC.,
a Texas non-profit corporation

By:_____

Name:_____

Its:_____

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

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

_____
Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

Sheets & Crossfield, P.L.L.C.
309 East Main
Round Rock, Texas 78664

GRANTEE'S MAILING ADDRESS:

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

AFTER RECORDING RETURN TO:

Commissioners Court - Regular Session **48.**

Meeting Date: 04/05/2022

CR 305 Purchase 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 Solana Ranch Company for 0.814 AC and 1.011 AC of right of way needed on the CR 305/CR 307 project (Parcel 1A and 1B). Funding Source: Road Bonds P581

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Solana Ranch contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	03/31/2022 10:38 AM
Form Started By: Charlie Crossfield		Started On: 03/30/2022 02:59 PM
Final Approval Date: 03/31/2022		

REAL ESTATE CONTRACT

County Road 305/307 Right of Way—Parcel 1A.1B

THIS REAL ESTATE CONTRACT ("Contract") is made by **SOLANA RANCH COMPANY** (referred to in this Contract as "Seller") and **WILLIAMSON COUNTY, TEXAS** (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I
PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract of land described as follows:

> Being a 0.834 acre (36,337 square foot) parcel of land out of the Elisha Davis Survey, Abstract No. 172, 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 1A**); and
>
> Being a 1.011 acre (44,028 square foot) parcel of land out of the Elisha Davis Survey, Abstract No. 172, in Williamson County, Texas; said parcel of land being more particularly described by metes and bounds in Exhibit "B" attached hereto and made a part hereof. (**Parcel 1B**);

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 that portion of the Property, and any damage to and/or cost to cure the remaining property of Seller, shall be the sum of NINETY-TWO THOUSAND EIGHT HUNDRED EIGHTY and 00/100 Dollars ($92,880.00).

2.01.1. The Purchase Price for the Property described in Exhibits "B", any improvements on that portion of the Property, and any damage to and/or cost to cure the remaining property of

Seller, shall be the sum of SEVENTY-SIX THOUSAND NINE HUNDRED and 00/100 Dollars ($76,900.00).

Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash or other good funds at the Closing.

ARTICLE III
PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the Closing.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF SELLER

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 Texas National Title Company on or before April 30, 2022, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Deed conveying good and indefeasible title to Williamson County, Texas in fee simple to all of the Property described in Exhibits "A-B", 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 "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 305/307 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:

SOLANA RANCH COMPANY

By: Kirk Michaux (Mar 24, 2022 12:26 CDT)
Kirk Michaux, President

Address: PO Box 1199
Salado Tx 76571

Date: Mar 24, 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
Parcel No.: 1A-ROW
Tax ID: R382856
Highway: County Road 307 at County Road 305

METES AND BOUNDS DESCRIPTION FOR PARCEL 1A-ROW

FOR A 0.834 ACRE (36,337 SQ. FT.) TRACT OF LAND SITUATED IN THE ELISHA DAVIS SURVEY, ABSTRACT NO. 172, WILLIAMSON COUNTY, TEXAS AND BEING OUT OF A REMNANT PORTION OF THE CALLED 446.1 ACRE TRACT OF LAND (FOURTH TRACT) CONVEYED TO SOLANA RANCH COMPANY, RECORDED IN VOLUME 365, PAGE 115 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS. SAID 0.834 ACRE TRACT OF LAND BEING SURVEYED ON THE GROUND BY DIAMOND SURVEYING DURING THE MONTH OF NOVEMBER 2021, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron rod found (Surface Coordinates: N=10280574.56, E=3149124.85) monumenting the southeast corner of said remnant portion of the 446.1 acre Solana Ranch Company tract and an interior ell corner of the called 0.92 acre tract of land conveyed to County Judge John Doerfler, recorded in Document No. 9749963 of the Official Records of Williamson County, Texas, same being on the intersection of the north right-of-way line of County Road 305 and the west right-of-way line of County Road 307, for the southeast corner and **POINT OF BEGINNING** hereof, from which a 1/2" iron rod found (bent) monumenting the southwest corner of the remnant portion of the called 15.428 acre tract of land conveyed to Alicia Martinez, recorded in Document No. 2016103459 of the Official Public Records of Williamson County, Texas, and an interior ell corner of the called 0.62 acre tract of land conveyed to County Judge John Doerfler, recorded in Document No. 9749962 of the Official Records of Williamson County, Texas, same being on the intersection of said north right-of-way line of County Road 305 and the east right-of-way line of said County Road 307, bears N 70°04'08" E for a distance of 61.37 feet;

THENCE, **S 68°41'24" W** with the south boundary line of said remnant portion of the 446.1 acre Solana Ranch Company tract and said north right-of-way line of County Road 305 common with said 0.92 acre County Judge John Doerfler tract, for a distance of **300.25 feet** to an iron rod found with cap marked "Quick Inc RPLS 6447" monumenting the southwest corner of said remnant portion of the 446.1 acre Solana Ranch Company tract and the southeast corner of the called 20.000 acre tract of land conveyed to Williamson County Sheriff's Posse Inc., recorded in Document No. 2019034748 of the Official Public Records of Williamson County, Texas, for the southwest corner hereof;

THENCE, **N 21°05'06" W** with the east boundary line of said 20.000 acre Williamson County Sherriff's Posse Inc. tract and the west boundary line of said remnant portion of

the 446.1 acre Solana Ranch Company tract for a distance of **79.19 feet** to a 5/8" iron rod set with aluminum cap marked "Williamson County" for the most westerly northwest corner hereof, from which an iron rod found with cap marked "Quick Inc RPLS 6447" monumenting the northwest corner of said remnant portion of the 446.1 acre Solana Ranch Company tract and the southwest corner of the called 5.253 acre tract of land conveyed to Steve D. Brown, recorded in Document No. 2021119336 of the Official Public Records of Williamson County, Texas, same being on a point in said east boundary line of the 20.000 acre Williamson County Sheriff's Posse Inc. tract, bears N 21°05'06" W for a distance of 220.82 feet;

THENCE, through the interior of said remnant portion of the 446.1 acre Solana Ranch Company tract, the following three (3) courses and distances:

1. **N 68°50'29" E** for a distance of **198.61 feet** to a 5/8" iron rod set with aluminum cap marked "Williamson County";

2. **N 23°50'30" E** for a distance of **70.83 feet** to a 5/8" iron rod set with aluminum cap marked "Williamson County";

3. **N 21°03'52" W** for a distance of **171.44 feet** to a 5/8" iron rod set with aluminum cap marked "Williamson County" on the north boundary line of said remnant portion of the 446.1 acre Solana Ranch Company tract and the south boundary line of said 5.253 acre Brown tract, from which the aforementioned iron rod found with cap marked "Quick Inc RPLS 6447" on the northwest corner of said remnant portion of the 446.1 acre Solana Ranch Company tract and said southwest corner of the 5.253 acre Brown tract, bears S 68°40'44" W for a distance of 248.69 feet;

THENCE, **N 68°40'44" E** with said north boundary line of said remnant portion of the 446.1 acre Solana Ranch Company tract and said south boundary line of the 5.253 acre Brown tract passing at a distance of 51.22 feet an iron rod found with cap marked "Quick Inc RPLS 6447", in all a total distance of **51.51 feet** to a calculated point on the northeast corner of said remnant portion of the 446.1 acre Solana Ranch Company tract and the southeast corner of said 5.523 acre Brown tract, same being on said west right-of-way line of County Road 307 common with said 0.92 acre County Judge John Doerfler tract, for the northeast corner hereof, from which an iron rod found with cap marked "Quick Inc RPLS 6447" monumenting the northeast corner of said 5.253 acre Brown tract and the southeast corner of the called 20.00 acre tract of land conveyed to Jarrell Independent School District, recorded in Document No. 2021107151 of the Official Public Records of

County: Williamson
Parcel No.: 1A-ROW
Tax ID: R382856
Highway: County Road 307 at County Road 305

Williamson County, Texas, same being on said west right-of-way of County Road 307 common with said 0.92 acre County Judge John Doerfler tract, bears N 21°05'39" E for a distance of 762.12 feet;

THENCE, **S 21°05'39" E** with said east boundary line of the remnant portion of the 446.1 acre Solana Ranch Company tract and said west right-of-way line of County Road 307, common with said 0.92 acre County Judge John Doerfler tract, for a distance of **300.07 feet** to the **POINT OF BEGINNING** hereof and containing 0.834 acre 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.

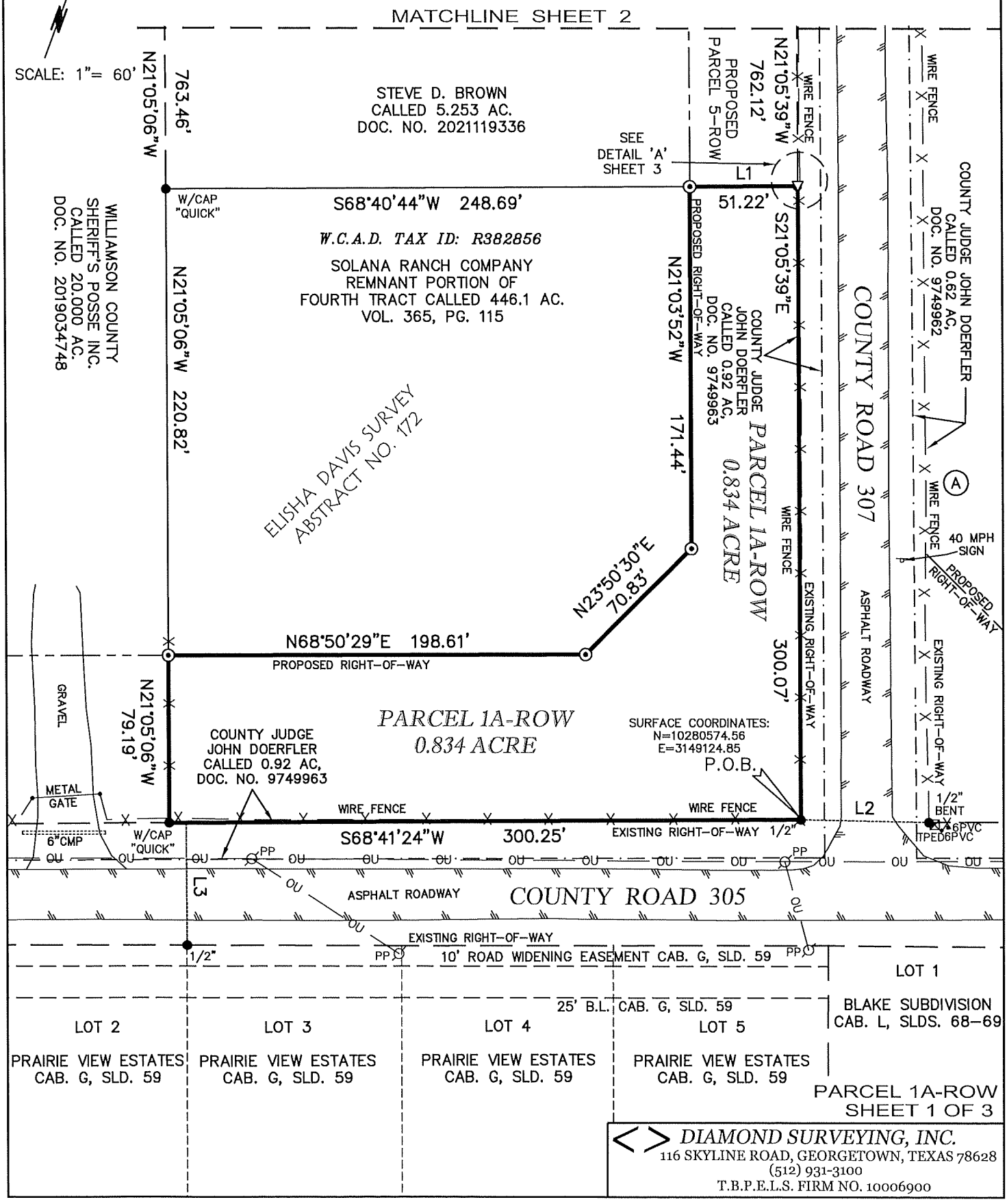
DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TX 78628
(512) 931-3100
T.B.P.E.L.S. FIRM NUMBER 10006900

November 16, 2021

SHANE SHAFER, R.P.L.S. NO. 5281 DATE

Z:\WCRB__2020 WA-5 CR 307 TOPO ROW 2021-63_STANDARD LAND SURVEYS ROW PARCELS\PARCEL 1A AND 1B-ROW SOLANA\CR 307 PARCEL 1A-ROW STANDARD LAND SURVEY M&B.doc

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 0.834 ACRE (36,337 SQ. FT.) TRACT OF LAND SITUATED IN THE ELISHA DAVIS SURVEY, ABSTRACT NO. 172, WILLIAMSON COUNTY, TEXAS AND BEING OUT OF A REMNANT PORTION OF THE CALLED 446.1 ACRE TRACT OF LAND (FOURTH TRACT) CONVEYED TO SOLANA RANCH COMPANY, RECORDED IN VOLUME 365, PAGE 115 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS.
PROPERTY ADDRESS: CR 307, JARRELL, TX 76537



PARCEL 1A-ROW
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

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 0.834 ACRE (36,337 SQ. FT.) TRACT OF LAND SITUATED IN THE ELISHA DAVIS SURVEY, ABSTRACT NO. 172, WILLIAMSON COUNTY, TEXAS AND BEING OUT OF A REMNANT PORTION OF THE CALLED 446.1 ACRE TRACT OF LAND (FOURTH TRACT) CONVEYED TO SOLANA RANCH COMPANY, RECORDED IN VOLUME 365, PAGE 115 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS.
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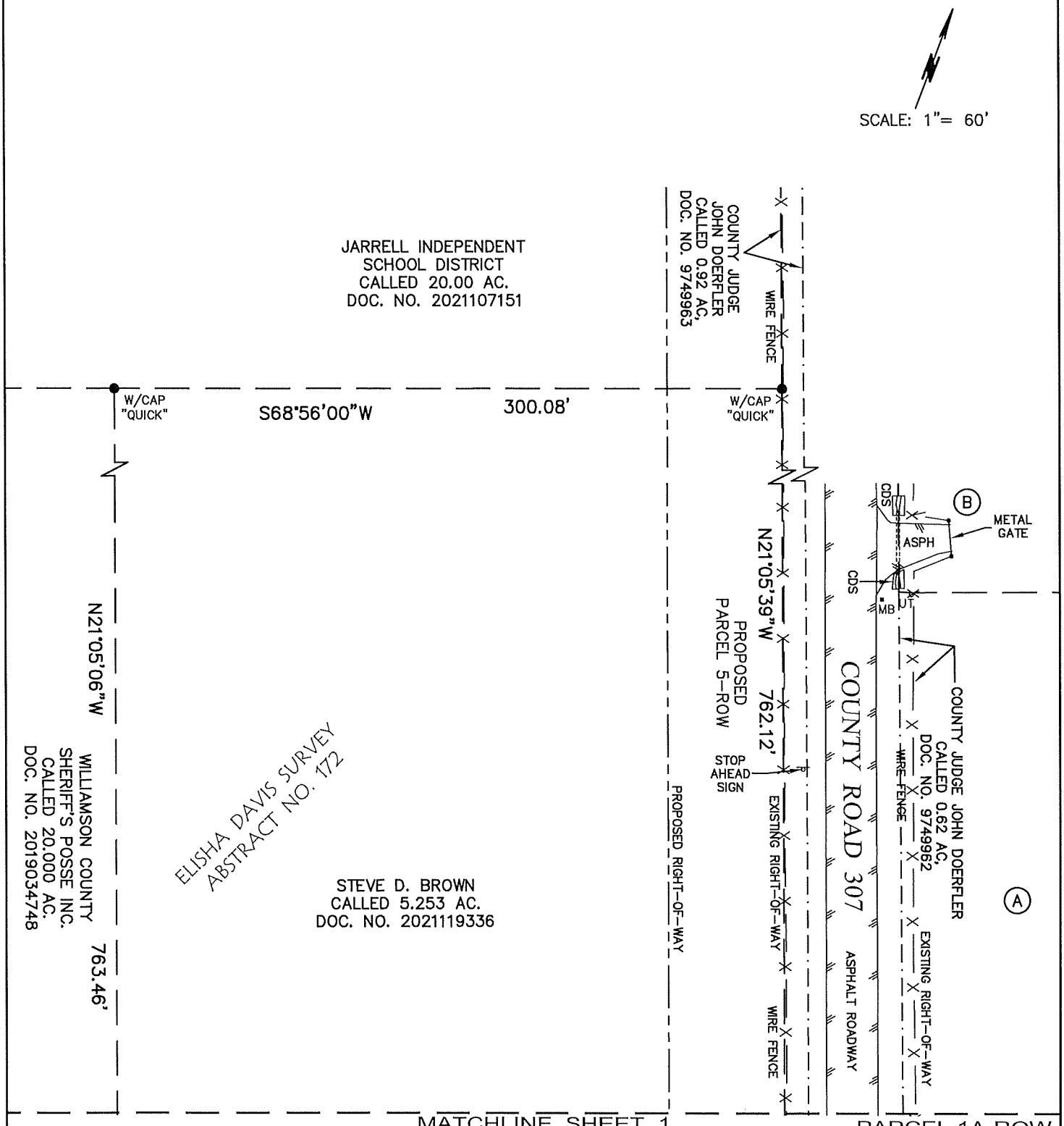

MATCHLINE SHEET 1

PARCEL 1A-ROW
SHEET 2 OF 3

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
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DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 0.834 ACRE (36,337 SQ. FT.) TRACT OF LAND SITUATED IN THE ELISHA DAVIS SURVEY, ABSTRACT NO. 172, WILLIAMSON COUNTY, TEXAS AND BEING OUT OF A REMNANT PORTION OF THE CALLED 446.1 ACRE TRACT OF LAND (FOURTH TRACT) CONVEYED TO SOLANA RANCH COMPANY, RECORDED IN VOLUME 365, PAGE 115 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS.
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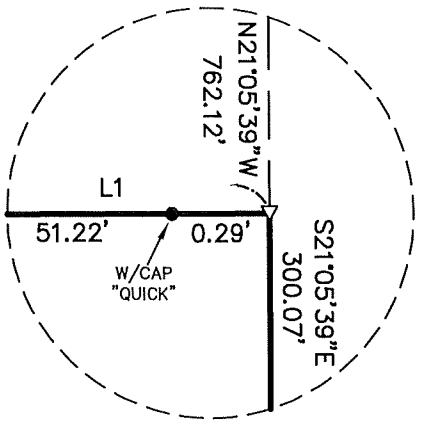


DETAIL 'A'
(NOT TO SCALE)

RECORD DEED INFORMATION

(A) ALICIA MARTINEZ
REMNANT PORTION OF
CALLED 15.428 AC.
DOC. NO. 2016103459
SEE SHEETS 1 AND 2

(B) DUDLEY K. BUKOWSKY AND
TAMI BUKOWSKY
TRACT ONE – CALLED 1.93 AC.
DOC. NO. 2008016420
SEE SHEET 2

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N68°40'44"E	51.51'
L2	N70°04'08"E	61.37'
L3	S21°18'36"E	57.96'

LEGEND

●	IRON ROD FOUND
⊙	5/8" IRON ROD SET WITH ALUMINUM CAP MARKED "WILLIAMSON COUNTY"
▽	CALCULATED POINT
PP	POWER POLE
TPED	TELEPHONE PEDESTAL
UT	UNDERGROUND TELEPHONE MARKER
	SIGN
6PVC	6" PVC RISER
MB	MAIL BOX
OU — OU	OVERHEAD UTILITY LINE
X — X	WIRE FENCE
	EDGE OF PAVEMENT
ASPH	ASPHALT
CDS	CONCRETE DRAINAGE STRUCTURE
CMP	CORRUGATED METAL PIPE
"QUICK"	QUICK INC RPLS 6447
P.O.B.	POINT OF BEGINNING
W.C.A.D.	WILLIAMSON CENTRAL APPRAISAL DISTRICT

NOTES:

1) 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 OF 1.00014.

2) ALL DOCUMENTS LISTED HEREON ARE RECORDED IN THE OFFICE OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

3) PARCEL 1A-ROW SHOWN HEREON LIE'S WITHIN ZONE "X" (NO SCREEN), AREAS OF MINIMAL FLOOD HAZARD ACCORDING TO THE FLOOD INSURANCE RATE MAP NO. 48491C0150F, WITH AN EFFECTIVE DATE OF DECEMBER 20, 2019.

5) 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.

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 November 12, 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 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.

STATE OF TEXAS
REGISTERED
SHANE SHAFER
5281
PROFESSIONAL
LAND SURVEYOR

PARCEL 1A-ROW
SHEET 3 OF 3

SHANE SHAFER, R.P.L.S. NO. 5281 — NOVEMBER 16, 2021 DATE

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100
T.B.P.E.L.S. FIRM NO. 10006900

EXHIBIT "B"

County: Williamson
Parcel No.: 1B-ROW
Tax ID: R382856
Highway: County Road 307 at County Road 305

METES AND BOUNDS DESCRIPTION FOR PARCEL 1B-ROW

BEING A 1.011 ACRE (44,028 SQ. FT.) TRACT OF LAND SITUATED IN THE ELISHA DAVIS SURVEY, ABSTRACT NO. 172, WILLIAMSON COUNTY, TEXAS AND BEING OUT OF A REMNANT PORTION OF THE CALLED 446.1 ACRE TRACT OF LAND (FOURTH TRACT) CONVEYED TO SOLANA RANCH COMPANY, RECORDED IN VOLUME 365, PAGE 115 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS. SAID 1.011 ACRE TRACT OF LAND BEING SURVEYED ON THE GROUND BY DIAMOND SURVEYING DURING THE MONTH OF NOVEMBER 2021, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at an iron rod found with cap marked "Quick Inc RPLS 6447" (Surface Coordinates: N=10281704.59, E=3147271.58) monumenting the northwest corner of the called 20.00 acre tract of land conveyed to Jarrell Independent School District, recorded in Document No. 2021107151 of the Official Public Records of Williamson County, Texas and the southwest corner of the called 100.861 acre tract of land conveyed to Countryview of Red Oak LLC, recorded in Document No. 2021126347 of the Official Public Records of Williamson County, Texas;

THENCE, N 68°54'43" E with the north boundary line of said 20.00 acre Jarrell Independent School District tract, in part with the south boundary line of said 100.861 acre Countryview of Red Oak LLC tract and the south boundary line of said remnant portion of the 446.1 acre Solana Ranch Company tract, passing at a distance of 731.97 feet an iron rod found with cap marked "Quick Inc RPLS 6447", in all a total distance of 1271.62 feet to a 5/8" iron rod set with cap marked "Williamson County" (Surface Coordinates: N=10282162.12, E=3148458.03), for the southwest corner and **POINT OF BEGINNING** hereof;

THENCE, **N 21°03'52" W** through the interior of said remnant portion of the 446.1 acre Solana Ranch Company tract for a distance of **590.33 feet** to a 5/8" iron rod set with cap marked "Williamson County" on the north boundary line of said remnant portion of the 446.1 acre Solana Ranch Company tract and said south boundary line of the 100.861 acre Countryview of Red Oak LLC tract, for the northwest corner hereof, from which an iron rod found with cap marked "Quick Inc RPLS 6447" on a point in said north boundary line of the remnant portion of the 446.1 acre Solana Ranch Company tract and said south

boundary line of the 100.861 acre Countryview of Red Oak LLC tract, bears S 68°55'32" W for a distance of 538.66 feet;

THENCE, **N 68°55'32" E** with said north boundary line of the remnant portion of the 446.1 acre Solana Ranch Company tract in part with said south boundary line of the 100.861 acre Countryview of Red Oak LLC tract and in part through the interior of the right-of-way of County Road 307, passing at a distance of 51.78 feet an iron rod found with cap marked "Quick Inc RPLS 6447" monumenting the southeast corner of said 100.861 acre Countryview of Red Oak LLC tract, passing at a distance of 57.21 feet, a calculated point on the prescriptive west right-of-way line of said County Road 307 as maintained by Williamson County, in all a total distance of **80.97 feet** to a cotton gin spindle set on the original east boundary line of said remnant portion of the 446.1 acre Solana Ranch Company tract, same being the approximate center of said County Road 307, for the northeast corner hereof;

THENCE, **S 20°52'41" E** with said original east boundary line of the called 446.1 acre Solana Ranch Company tract and said approximate center of County Road 307 for a distance of **478.00 feet** to a cotton gin spindle set, for an angle point hereof;

THENCE, **S 69°23'43" W** through the interior of said called 446.1 acre Solana Ranch Company tract, in part with the northerly boundary line of the called 0.92 acre tract of land conveyed to County Judge John Doerfler, recorded in Document No. 9749963 of the Official Records of Williamson County, Texas, passing at a distance of 20.13 feet a calculated point for northeast corner of said 0.92 acre County Judge John Doerfler tract, passing at distance of 24.55 feet, a calculated point on said prescriptive west right-of-way line of County Road 307 as maintained by Williamson County to the north of this line, in all a total distance of **28.69 feet** to a 1/2" iron rod found monumenting the most northerly northwest corner of said 0.92 acre County Judge John Doerfler tract and an interior ell corner of said remnant portion of the called 446.1 acre Solana Ranch Company tract, same being on said west right-of-way line of County Road 307 to the south of this line;

THENCE, **S 21°05'39" E** with the east boundary line of said remnant portion of the called 446.1 acre Solana Ranch Company tract, said west right-of-way line of County Road 307, common with the boundary line of said 0.92 acre County Judge John Doerfler tract, for a distance of **112.55 feet** to an iron rod found with cap marked "Quick Inc RPLS 6447" monumenting the southeast corner of said remnant portion of the 446.1 acre Solana

County: Williamson
Parcel No.: 1B-ROW
Tax ID: R382856
Highway: County Road 307 at County Road 305

Ranch Company tract and the northeast corner of said 20.00 acre Jarrell Independent School District tract, for the southeast corner hereof;

THENCE, **S 68°54'43" W** with said south boundary line of the remnant portion of the 446.1 acre Solana Ranch Company tract and said north boundary line of the 20.00 acre Jarrell Independent School District tract for a distance of **50.78 feet** to the **POINT OF BEGINNING** hereof and containing 1.011 acres of land more or less, of which approximately 0.255 acre of land lies within the prescriptive right-of-way as maintained by Williamson County.

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.

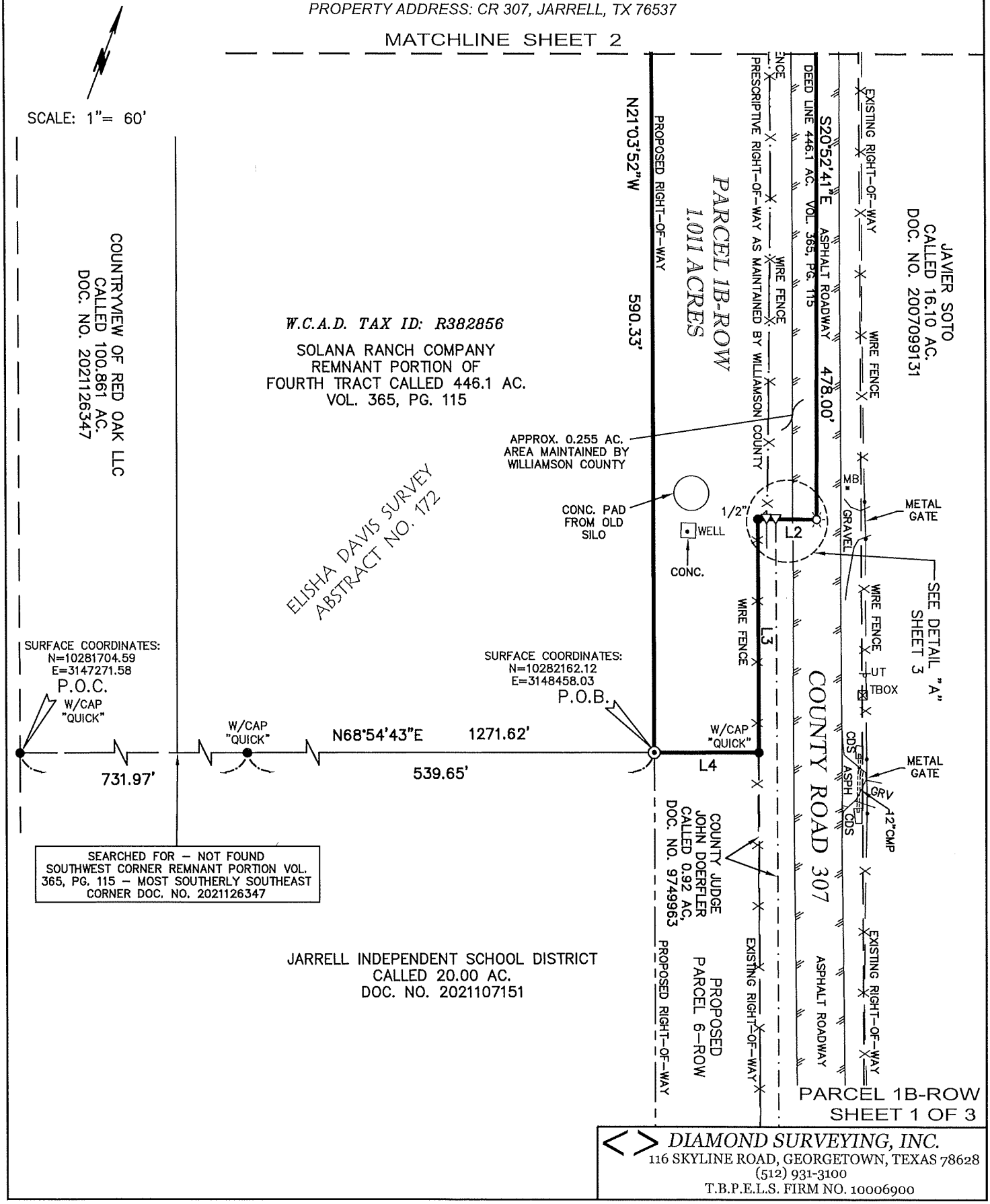
DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TX 78628
(512) 931-3100
T.B.P.E.L.S. FIRM NUMBER 10006900

November 16, 2021

SHANE SHAFER, R.P.L.S. NO. 5281 DATE

Z:\WCRB__2020 WA-5 CR 307 TOPO ROW 2021-63_STANDARD LAND SURVEYS ROW PARCELS\PARCEL 1A AND 1B-ROW SOLANA\CR 307 PARCEL 1B-ROW STANDARD LAND SURVEY M&B.doc

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 1.011 ACRE (44,028 SQ. FT.) TRACT OF LAND SITUATED IN THE ELISHA DAVIS SURVEY, ABSTRACT NO. 172, WILLIAMSON COUNTY, TEXAS AND BEING OUT OF THE REMNANT PORTION OF THE CALLED 446.1 ACRE TRACT OF LAND (FOURTH TRACT) CONVEYED TO SOLANA RANCH COMPANY, RECORDED IN VOLUME 365, PAGE 115 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS. PROPERTY ADDRESS: CR 307, JARRELL, TX 76537



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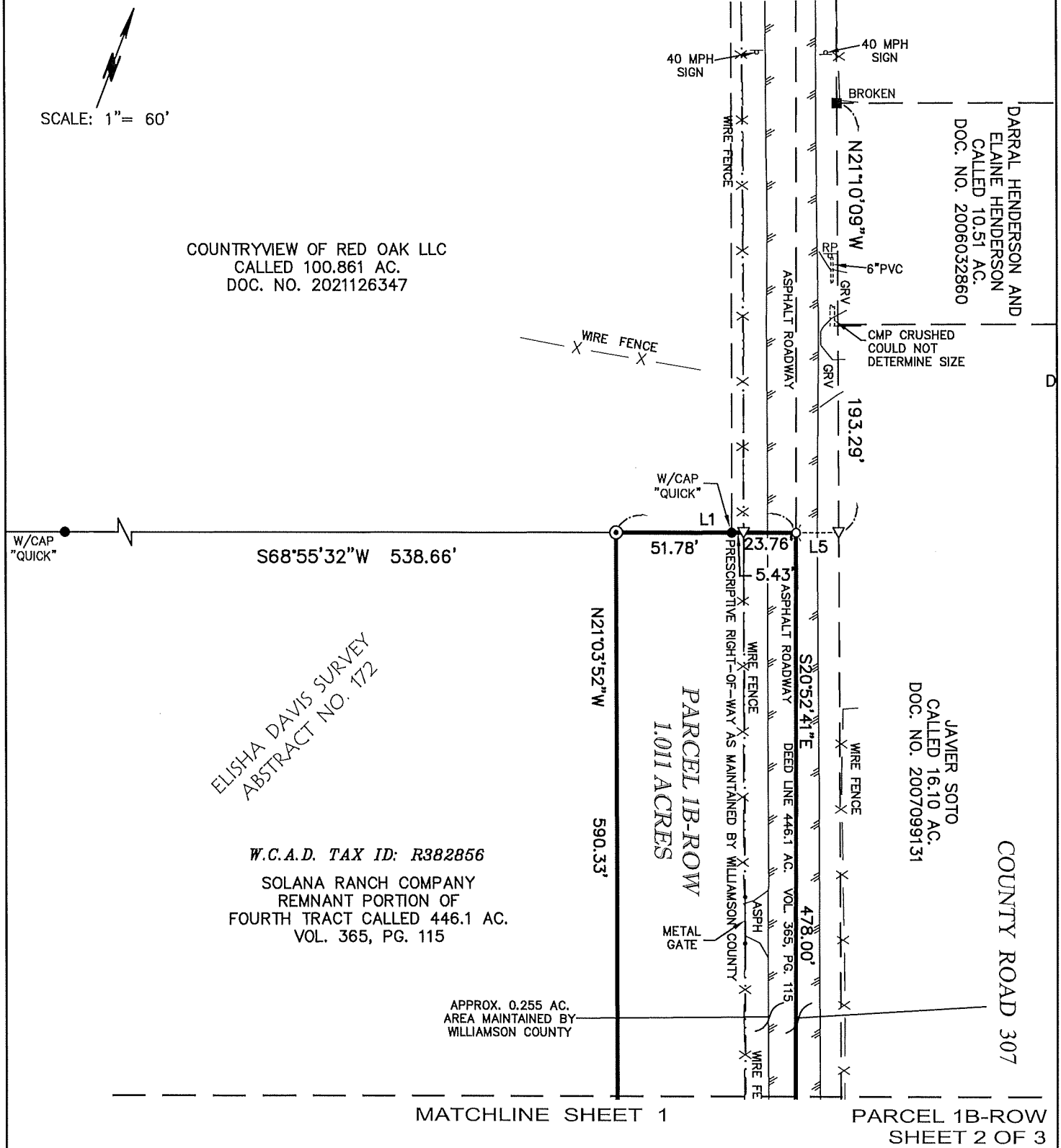

PARCEL 1B-ROW
SHEET 2 OF 3

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DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 1.011 ACRE (44,028 SQ. FT.) TRACT OF LAND SITUATED IN THE ELISHA DAVIS SURVEY, ABSTRACT NO. 172, WILLIAMSON COUNTY, TEXAS AND BEING OUT OF THE REMNANT PORTION OF THE CALLED 446.1 ACRE TRACT OF LAND (FOURTH TRACT) CONVEYED TO SOLANA RANCH COMPANY, RECORDED IN VOLUME 365, PAGE 115 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS.
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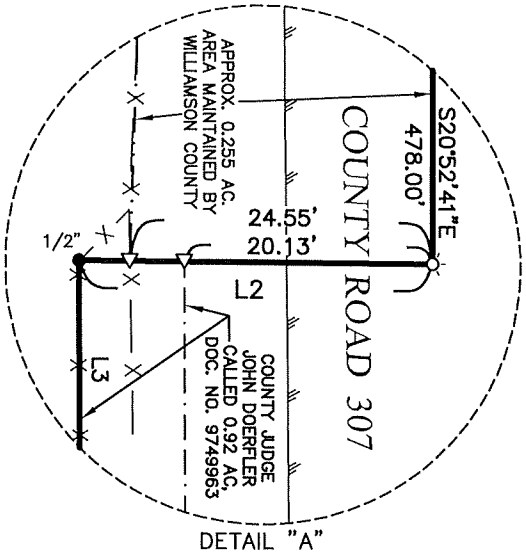

DETAIL "A"
NOT TO SCALE

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N68°55'32"E	80.97'
L2	S69°23'43"W	28.69'
L3	S21°05'39"E	112.55'
L4	S68°54'43"W	50.78'
L5	N68°49'51"E	19.39'

LEGEND

●	IRON ROD FOUND
■	CONCRETE MONUMENT FOUND
⊙	5/8" IRON ROD SET WITH ALUMINUM CAP MARKED "WILLIAMSON COUNTY"
☼	COTTON GIN SPINDLE SET
▽	CALCULATED POINT
WELL	WELL
TBOX	TELEPHONE BOX UNDERGROUND
UT	UNDERGROUND TELEPHONE MARKER
6PVC	6" PVC RISER
MB	MAIL BOX
RP	REFLECTOR POST
— X — X —	WIRE FENCE
	EDGE OF PAVEMENT
	PRESCRIPTIVE RIGHT-OF-WAY
GRV	GRAVEL
ASPH	ASPHALT
CONC.	CONCRETE
CDS	CONCRETE DRAINAGE STRUCTURE
PVC	POLYVINYL CHLORIDE PIPE
CMP	CORRUGATED METAL PIPE
"QUICK"	QUICK INC RPLS 6447
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
W.C.A.D.	WILLIAMSON CENTRAL APPRAISAL DISTRICT

NOTES:

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To: Williamson County, Texas, exclusively.

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STATE OF TEXAS
REGISTERED
SHANE SHAFER
5281
PROFESSIONAL
LAND SURVEYOR

SHANE SHAFER, R.P.L.S. NO. 5281 — *NOVEMBER 16, 2021* DATE

PARCEL 1B-ROW
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

EXHIBIT "C"

Parcel 1A.1B

DEED
County Road 305/307 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 **SOLANA RANCH COMPANY**, 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 0.834 acre (36,337 square foot) parcel of land out of the Elisha Davis Survey, Abstract No. 172, 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 1A**); and
>
> Being a 1.011 acre (44,028 square foot) parcel of land out of the Elisha Davis Survey, Abstract No. 172, in Williamson County, Texas; said parcel of land being more particularly described by metes and bounds in Exhibit "B" attached hereto and made a part hereof. (**Parcel 1B**);

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 Exhibits "A-B" 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 305/307.

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:

SOLANA RANCH COMPANY

By:_____
Kirk Michaux, President

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the _____ day of _____, 2022 by Kirk Michaux in the capacity and for the purposes and consideration recited therein.

_____

Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

Sheets & Crossfield, PLLC
309 East Main
Round Rock, Texas 78664

GRANTEE'S MAILING ADDRESS:

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

AFTER RECORDING RETURN TO:

Commissioners Court - Regular Session **49.**

Meeting Date: 04/05/2022

Sam Bass Road Storage Relocation Claims

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

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on 4 claims for moving expenses related to the right of way acquisition on Sam Bass Road--Parcel 13. Funding Source: Road Bonds P462

Units E10 and 135- Hartman
Unit O42- Paterson
Unit B11- CTUSG

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Unit 135
Unit B11
Unit E10
Unit O42

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	03/31/2022 10:39 AM
Form Started By: Charlie Crossfield		Started On: 03/30/2022 03:09 PM
Final Approval Date: 03/31/2022		

CLAIM FOR ACTUAL MOVING EXPENSES

Print or Type All Information

1. Name of Claimant(s)
Krista Hartman

Parcel No: 13

County: Williamson

Project: Corridor H/Sam Bass Rd

☒ Individual Storage **Unit #135**

2. Address of Property Acquired by Williamson County:
4700 Sam Bass Road
Round Rock, Texas 78681

[redacted] 360-739-03[redacted]9

Email [redacted]

3. Address Moved To:
459 Johnson Rd
Elm Mott

4. Occupancy of Property Acquired by Williamson County:

From (Date):	To (Date of Move):
03/21	12/15/21

☐ Owner/Occupant ☒ Tenant

6. Controlling Dates	Mo.	Day	Yr.
a. First Offer in Negotiation	05	11	2020
b. Date Property Acquired	05	29	2021
c. Date Required to Move	11	30	2021

8. Property Storage (attach explanation)
From (Date): N/A To (Date of Move): N/A

Place Stored (Name and Address):
N/A

10. Temporary Lodging (attach explanation)
From (Date): N/A To (Date of Move): N/A

5. Distance Moved: 9.4 Miles

7. Mover's Name and Address:

Self-Move based off approved fee schedule
ENCLOSED TRAILER

9. Amount of Claim:

Moving Expenses	$250.00
Total Amount	**$250.00**

11. All amounts shown in Block 9 were necessary and reasonable and are supported by attached receipts. Pay of this claim is requested. I certify that I have not submitted any other claim for, or received reimbursement for, an item of expense in this claim, and that I will not accept reimbursement or compensation from any other source for any item of expense paid pursuant to this claim. I further certify that all property was moved and installed at the address shown in Block 3, above, in accordance with the invoices submitted and agreed terms of the move and that all information submitted herewith or included herein is true and correct.

Signature Claimant

Date of Claim:
03/17/22

Signature Claimant

Spaces Below to be Completed by Williamson County

I certify that I have examined this claim and substantiating documentation attached herewith and have found it to be true and correct and to conform with the applicable provisions of State law. All items are considered to be necessary reasonable expenses and this claim is recommended for payment as follows:

Amount of $ 250.00

3-21-2022
Date

Relocation Agent

Date

Williamson County Judge

Parcel 13 Sam Bass Road			Displacee Name Krista G Hartman
Tenant Personal Property Relocation Estimate			Unit Number 135
			Comments:
Type of Property		Buehler	
		cost per each	[redacted]9
Passenger Vehicles		$250.00	[redacted]m
Covered Trailers		$250.00	
Flatbed Trailers		$250.00	
Various Boats with Trailers		$300.00	
Motorhome Bus		$500.00	
Motorhome		$400.00	
Box Truck		$450.00	
Food Truck		$450.00	
Travel Trailers All Sizes		$400.00	
8' X 8' Storage Bins (contents only)		$850.00	
Slide in Truck Camper		$350.00	
Office Trailer		$650.00	

CERTIFICATION OF ELIGIBILITY

Project Sam Bass Road
Parcel: 13

Tenant Name: Krista Hartman

Unit/Space #: #135 and #E10

Individuals, Families and Unincorporated Businesses or Farming Operations

I certify that myself and any other party(ies) with a financial interest in this relocation assistance claim are either:

☑ Citizens or Nationals of the United States

or

☐ Aliens lawfully present in the United States

* If an Alien lawfully present in the United States, supporting documentation will be required.

Signature

Date: 3/17/22

Signature

Date:

Incorporated Business, Farm or Nonprofit Organizations

I certify that I have signature authority for this entity and such entity is lawfully incorporated under the applicable state's laws and authorized to conduct business within the United States.

N/A

Claimant

Date:

PLEASE COMPLETE, SIGN, DATE AND RETURN

Contact Notes

Project Corridor H/Sam Bass Road
Parcel 13

Unit # 135

Name Krista Hartman

Phone

Email [redacted]m

Date	Comments
07-23-2021 9-13-2021	Notice letter sent to Krista Hartman informing him about project and relocation eligibility. Relocation advisory letter returned as undeliverable. Resent by email.
10-29-2021	2nd notice sent by email Received email from Ms. Hartman that they will be moving out by November 30, 2021. Sent reply email asking her to let me know when they moved and I would send claim documents.
01-05-2022 03-02-2022	Move verified Final notice sent informing Ms. Hartman of relocation eligibility for moving his travel trailer and stating, they have 18 months to file a claim.
03-08-2022 03-10-2022	Received email from Krista Hartman asking about move benefits. Prepared claim documents and sent to Ms. Hartman for signature. Along with an explanation of the project and relocation benefits for moving his vehicle.
03-21-2022 03-21-2022	Ms. Hartman returned signed claim documents. Prepared claim package and sent to Sheets and Crossfield for approval and payment

CLAIM FOR ACTUAL MOVING EXPENSES

Print or Type All Information

1. Name of Claimant(s)	Parcel No: 13	County: Williamson
CTUSG, LTD		Project: Corridor H/Sam Bass Rd

☒ Individual Storage **Unit #B11**

2. Address of Property Acquired by Williamson County:	3. Address Moved To:
4700 Sam Bass Road Round Rock, Texas 78681 Claimant's Telephone No.: [redacted]	Presidential RV & Boat Storage 8748 RM 2243, Leander, TX 78641

4. Occupancy of Property Acquired by Williamson County:		5. Distance Moved: 10 Miles
From (Date): May 2018	To (Date of Move): 08/05/2021	7. Mover's Name and Address:
☐ Owner/Occupant	☒ Tenant	**Self-Move based off approved fee schedule** **VEHICLE**

6. Controlling Dates	Mo.	Day	Yr.
a. First Offer in Negotiation	05	11	2020
b. Date Property Acquired	05	29	2021
c. Date Required to Move	11	30	2021

8. Property Storage (attach explanation)
From (Date): N/A To (Date of Move): N/A

Place Stored (Name and Address):
N/A

10. Temporary Lodging (attach explanation)
From (Date): N/A To (Date of Move): N/A

9. Amount of Claim:	
Moving Expenses	$250.00
Total Amount	**$250.00**

11. All amounts shown in Block 9 were necessary and reasonable and are supported by attached receipts. Pay of this claim is requested. I certify that I have not submitted any other claim for, or received reimbursement for, an item of expense in this claim, and that I will not accept reimbursement or compensation from any other source for any item of expense paid pursuant to this claim. I further certify that all property was moved and installed at the address shown in Block 3, above, in accordance with the invoices submitted and agreed terms of the move and that all information submitted herewith or included herein is true and correct.

Legal Counsel
Signature Claimant

Date of Claim:
March 24, 2022
Signature Claimant

Spaces Below to be Completed by Williamson County

I certify that I have examined this claim and substantiating documentation attached herewith and have found it to be true and correct and to conform with the applicable provisions of State law. All items are considered to be necessary reasonable expenses and this claim is recommended for payment as follows:

Amount of $ 250.00

3-24-2022
Date

Relocation Agent

Date

Williamson County Judge

Parcel 13 Sam Bass Road			Displacee Name CTUSG, LTD
Tenant Personal Property Relocation Estimate			Unit Number B11
			Comments:
Type of Property		Buehler	
		cost per each	[redacted]7
Passenger Vehicles		$250.00	
Covered Trailers		$250.00	[redacted]m
Flatbed Trailers		$250.00	
Various Boats with Trailers		$300.00	Contact Jean Dupree
Motorhome Bus		$500.00	
Motorhome		$400.00	
Box Truck		$450.00	
Food Truck		$450.00	
Travel Trailers All Sizes		$400.00	
8' X 8' Storage Bins (contents only)		$850.00	
Slide in Truck Camper		$350.00	
Office Trailer		$650.00	

CERTIFICATION OF ELIGIBILITY

Project Sam Bass Road
Parcel: 13

Tenant Name: CTUSG, LTD

Unit/Space #: B11

Individuals, Families and Unincorporated Businesses or Farming Operations

I certify that myself and any other party(ies) with a financial interest in this relocation assistance claim are either:

☐ Citizens or Nationals of the United States

or

☐ Aliens lawfully present in the United States

* If an Alien lawfully present in the United States, supporting documentation will be required.

_____ Date:
Signature

_____ Date:
Signature

Incorporated Business, Farm or Nonprofit Organizations

I certify that I have signature authority for this entity and such entity is lawfully incorporated under the applicable state's laws and authorized to conduct business within the United States.

_____ Date: March 28, 2022
Signature

PLEASE COMPLETE, SIGN, DATE AND RETURN

Contact Notes

Project Corridor H/Sam Bass Road
Parcel 13

Unit # B11

Name CTUSG, LTD contact Jean Dupree

Phone [redacted]7

[redacted]il [redacted]m

Date	Comments
10-30-2021 11-04-2021 01-17-2022	Sent 2nd notice asking for reply to July letter Verified move Prepared and sent claim documents to tenant for signature
03-09-2022 03-24-2022 03-25-2022 03-28-2022	Resent claim asking for response. Tenant sent signed claim documents back. Asked tenant to send corrected CE. Corrected CE returned
03-28-2022	Prepared claim package and sent to Sheets and Crossfield for approval and payment.

CLAIM FOR ACTUAL MOVING EXPENSES

Print or Type All Information

1. Name of Claimant(s) Krista Hartman	Parcel No: 13	County: Williamson
		Project: Corridor H/Sam Bass Rd

☒ Individual Storage **Unit #E10**

2. Address of Property Acquired by Williamson County: 4700 Sam Bass Road Round Rock, Texas 78681 Claimant's Telephone No.: 5[redacted]9 Email [redacted]	3. Address Moved To: 459 Johnson Rd Elm Mott
4. Occupancy of Property Acquired by Williamson County: From (Date): 03/21 To (Date of Move): 12/15/21 ☐ Owner/Occupant ☒ Tenant	5. Distance Moved: 94 Miles 7. Mover's Name and Address: **Self-Move based off approved fee schedule** **TRAVEL TRAILER**

6. Controlling Dates	Mo.	Day	Yr.
a. First Offer in Negotiation	05	11	2020
b. Date Property Acquired	05	29	2021
c. Date Required to Move	11	30	2021

8. Property Storage (attach explanation)
From (Date): N/A To (Date of Move): N/A

Place Stored (Name and Address):
N/A

10. Temporary Lodging (attach explanation)
From (Date): N/A To (Date of Move): N/A

9. Amount of Claim:	
Moving Expenses	$400.00
Total Amount	**$400.00**

11. All amounts shown in Block 9 were necessary and reasonable and are supported by attached receipts. Pay of this claim is requested. I certify that I have not submitted any other claim for, or received reimbursement for, an item of expense in this claim, and that I will not accept reimbursement or compensation from any other source for any item of expense paid pursuant to this claim. I further certify that all property was moved and installed at the address shown in Block 3, above, in accordance with the invoices submitted and agreed terms of the move and that all information submitted herewith or included herein is true and correct.

Signature Claimant

Date of Claim: 03/17/22

Signature Claimant

Spaces Below to be Completed by Williamson County

I certify that I have examined this claim and substantiating documentation attached herewith and have found it to be true and correct and to conform with the applicable provisions of State law. All items are considered to be necessary reasonable expenses and this claim is recommended for payment as follows:

Amount of $ 400.00

3-21-2022
Date

Relocation Agent

Date

Williamson County Judge

Parcel 13 Sam Bass Road			Displacee Name Krista G Hartman
Tenant Personal Property Relocation Estimate			Unit Number 135
			Comments:
Type of Property		Buehler	
		cost per each	[redacted]) [redacted]9
			[redacted]m
Passenger Vehicles		$250.00	
Covered Trailers		$250.00	
Flatbed Trailers		$250.00	
Various Boats with Trailers		$300.00	
Motorhome Bus		$500.00	
Motorhome		$400.00	
Box Truck		$450.00	
Food Truck		$450.00	
Travel Trailers All Sizes		$400.00	
8' X 8' Storage Bins (contents only)		$850.00	
Slide in Truck Camper		$350.00	
Office Trailer		$650.00	

CERTIFICATION OF ELIGIBILITY

Project Sam Bass Road
Parcel: 13

Tenant Name: Krista Hartman

Unit/Space #: #135 and #E10

Individuals, Families and Unincorporated Businesses or Farming Operations

I certify that myself and any other party(ies) with a financial interest in this relocation assistance claim are either:

☑ Citizens or Nationals of the United States

or

☐ Aliens lawfully present in the United States

* If an Alien lawfully present in the United States, supporting documentation will be required.

Signature

Date: 3/17/22

Signature

Date:

Incorporated Business, Farm or Nonprofit Organizations

I certify that I have signature authority for this entity and such entity is lawfully incorporated under the applicable state's laws and authorized to conduct business within the United States.

N/A

Claimant

Date:

PLEASE COMPLETE, SIGN, DATE AND RETURN

Contact Notes

Project Corridor H/Sam Bass Road
Parcel 13

Unit # E10

Name Krista Hartman

Phone

Email [redacted]n

[redacted]e	[redacted]s
[redacted]1 [redacted]e [redacted]n informing him about project and relocation eligibility. 9-13-2021	Relocation advisory letter returned as undeliverable. Resent by email.
10-29-2021	2nd notice sent by email Received email from Ms. Hartman that they will be moving out by November 30, 2021. Sent reply email asking her to let me know when they moved and I would send claim documents.
01-05-2022 03-02-2022	Move verified Final notice sent informing Ms. Hartman of relocation eligibility for moving his travel trailer and stating, they have 18 months to file a claim.
03-08-2022 03-10-2022	Received email from Krista Hartman asking about move benefits. Prepared claim documents and sent to Ms. Hartman for signature. Along with an explanation of the project and relocation benefits for moving his vehicle.
03-21-2022 03-21-2022	Ms. Hartman returned signed claim documents. Prepared claim package and sent to Sheets and Crossfield for approval and payment.

CLAIM FOR ACTUAL MOVING EXPENSES

Print or Type All Information

1. Name of Claimant(s)	Parcel No: 13	County: Williamson
Scott A Paterson		Project: Corridor H/Sam Bass Rd

☒ Individual Storage **Unit #042**

2. Address of Property Acquired by Williamson County:	3. Address Moved To:
4700 Sam Bass Road Round Rock, Texas 78681 Claimant's Telephone [redacted]	Scott Paterson [redacted]

4. Occupancy of Property Acquired by Williamson County:		5. Distance Moved: 850 Miles 850 miles
From (Date): Feb 2020	To (Date of Move): Oct 1, 2021	
☐ Owner/Occupant	☒ Tenant	

6. Controlling Dates	Mo.	Day	Yr.
a. First Offer in Negotiation	05	11	2020
b. Date Property Acquired	05	29	2021
c. Date Required to Move	11	30	2021

8. Property Storage (attach explanation)
From (Date): N/A To (Date of Move): N/A

Place Stored (Name and Address):
N/A

10. Temporary Lodging (attach explanation)
From (Date): N/A To (Date of Move): N/A

7. Mover's Name and Address:

Self-Move based off approved fee schedule
BOX TRUCK

9. Amount of Claim:	
Moving Expenses	$450.00
Total Amount	**$450.00**

11. All amounts shown in Block 9 were necessary and reasonable and are supported by attached receipts. Pay of this claim is requested. I certify that I have not submitted any other claim for, or received reimbursement for, an item of expense in this claim, and that I will not accept reimbursement or compensation from any other source for any item of expense paid pursuant to this claim. I further certify that all property was moved and installed at the address shown in Block 3, above, in accordance with the invoices submitted and agreed terms of the move and that all information submitted herewith or included herein is true and correct.

Scott A

Signature Claimant

Date of Claim:
Mar 15, 2022

Signature Claimant

Spaces Below to be Completed by Williamson County

I certify that I have examined this claim and substantiating documentation attached herewith and have found it to be true and correct and to conform with the applicable provisions of State law. All items are considered to be necessary reasonable expenses and this claim is recommended for payment as follows:

Amount of $ 450.00

3-21-2022
Date

Relocation Agent

Date

Williamson County Judge

Parcel 13 Sam Bass Road			Displacee Name Scott A Paterson
Tenant Personal Property Relocation Estimate			Unit Number 042
			Comments:
Type of Property		Buehler	
		cost per each	
			[redacted]7
Passenger Vehicles		$250.00	
Covered Trailers		$250.00	[redacted]n
Flatbed Trailers		$250.00	
Various Boats with Trailers		$300.00	
Motorhome Bus		$500.00	
Motorhome		$400.00	
Box Truck		$450.00	
Food Truck		$450.00	
Travel Trailers All Sizes		$400.00	
8' X 8' Storage Bins (contents only)		$850.00	
Slide in Truck Camper		$350.00	
Office Trailer		$650.00	

CERTIFICATION OF ELIGIBILITY

Project Sam Bass Road
Parcel: 13

Tenant Name: Scott Paterson

Unit/Space #: 42

Individuals, Families and Unincorporated Businesses or Farming Operations

I certify that myself and any other party(ies) with a financial interest in this relocation assistance claim are either:

☑ Citizens or Nationals of the United States

or

☐ Aliens lawfully present in the United States

* If an Alien lawfully present in the United States, supporting documentation will be required.

Scott PA
Signature

Date: July 28, 21

Signature

Date:

Incorporated Business, Farm or Nonprofit Organizations

I certify that I have signature authority for this entity and such entity is lawfully incorporated under the applicable state's laws and authorized to conduct business within the United States.

N/A

Claimant

Date:

PLEASE COMPLETE, SIGN, DATE AND RETURN

Contact Notes

Project Corridor H/Sam Bass Road
Parcel 13

Unit # 042

Name Scott Patterson

Phone [redacted]7

Email [redacted]m

Date	Comments
7-23-2021	Notice letter sent to Scott Patterson informing him about project and relocation eligibility. Tenant Acknowledgement and CE returned by Mr. Patterson
11-04-2022 03-02-2022	Move verified Final notice sent informing Mr. Patterson of relocation eligibility for moving his travel trailer and stating, they have 18 months to file a claim.
03-02-2022 03-10-2022	Received email from Scott Patterson asking about move benefits. Prepared claim documents and sent to Mr. Patterson for signature. Along with an explanation of the project and relocation benefits for moving his vehicle.
03-21-2022 03-21-202	Signed claim documents returned by Mr. Patterson. Claim package sent to Sheets and Crossfield for approval and payment.

Commissioners Court - Regular Session **50.**

Meeting Date: 04/05/2022

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	03/31/2022 10:43 AM
Form Started By: Charlie Crossfield		Started On: 03/31/2022 10:21 AM
Final Approval Date: 03/31/2022		

Commissioners Court - Regular Session **51.**

Meeting Date: 04/05/2022

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	03/31/2022 10:43 AM
Form Started By: Charlie Crossfield		Started On: 03/31/2022 10:22 AM
Final Approval Date: 03/31/2022		