

NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONERS COURT
April 12, 2022
9:30 A.M.

The Commissioners Court of Williamson County, Texas will meet in regular session in the Commissioners Courtroom, 710 Main Street, in Georgetown, Texas to consider the following items:

1. Review and approval of minutes.
2. Hear County Auditor concerning invoices, bills, Quick Check Report, wire transfers and electronic payments submitted for payment and take appropriate action including, but not limited to approval for payment provided said items are found by the County Auditor to be legal obligations of the county.

CONSENT AGENDA

The Consent Agenda includes non-controversial and routine items that the Court may act on with one single vote. The Judge or a Commissioner may pull any item from the consent agenda in order that the court discuss and act upon it individually as part of the Regular Agenda.
 (Items 3 – 24)

3. Discuss, consider and take appropriate action on a line item transfer for the All District Courts.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0435-004934	Lodging for Jurors	\$1,000.00
To	0100-0435-004933	Food for Jurors	\$1,000.00

4. Discuss, consider and take appropriate action on approving compensation changes, position titles changes, position grade changes and any corresponding line item transfers.
5. Discuss, consider, and take appropriate action on granting the Purchasing Department authority to dispose of the attached list of Assets through Destruction, pursuant to Tx. Local Gov't Code 263.152.
6. Discuss, consider and take appropriate action to approve Justice of The Peace, Pct.1, March 2022 Monthly Report, in compliance with Code of Criminal Proc. 103.005.
7. Discuss, consider and take appropriate action to approve Justice of the Peace, Pct. 4, March 2022 Monthly Report in compliance with Code of Crim. Proc. § 103.005.
8. Discuss, consider and take appropriate action adding the following department and department representative to the County Risk Committee. Shantelle Brannon - Emergency Management

9. Discuss, consider and take appropriate action on a Separate Written Approval of an Interlocal Cooperation Contract with the City of Taylor, Texas regarding the City and County Participation in the design, construction and costs related to the County Road 401 Construction Project in compliance with §791.014 of the Texas Government Code, otherwise known as the Interlocal Cooperation Act.
10. Discuss, consider and take appropriate action on approving a six-month contract extension with Certified Payments in order to allow additional time to prepare criteria for the Purchasing Agent to advertise for a new Request for Proposals.
11. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for Medical Supplies for Williamson County Jail under IFB #22IFB97.
12. Discuss, consider, and take appropriate action on approving the purchase of additional servers for the Jail camera system from Ingram Technologies, LLC., in the amount of \$95,660.00, pursuant to DIR Contract #DIR-TSO-4132, and authorizing the execution of the agreement.
13. Discuss, consider and take appropriate action on approving agreement for Electronic Bidding and Contract Management software with Bonfire Interactive Ltd., for an annual amount of \$51,549.99, as per DIR Contract #4363, and authorizing the execution of the agreement.
14. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed proposals for Champion Park Parking Lot, under RFP #22RFP90. Funding source for P552.
15. Discuss, consider and take appropriate action on approving agreement between Williamson County and Christopher Gossett d/b/a Gossett Construction to provide installation of tile at the Williamson County Berry Springs Park, in the not-to-exceed amount of \$2,000.00, and authorizing the execution of this agreement.
16. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed responses for RFP Construction Manager at Risk (CMAR) River Ranch Park Closeout, under RFP #22RFP98. Funding source is P315.
17. Discuss, consider and take appropriate action on Supplemental Agreement No. 2 to Agreement for Design & Engineering Services with Johnston, LLC for the Jail/CJC Master Plan (P432.) Due to changes in classification of this project, the contract is being extended Ninety-Four days (94) for a new termination date of July 8, 2022. Point of contact is Trenton Jacobs, County Architect.
18. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for Corrugated Metal Pipe, under #22IFB93.
19. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for Aggregates Surface Treatment Type D, under IFB #22IFB99.
20. Discuss, consider and take appropriate action to authorize County Judge to sign termination notice letter for contract IFB #T4442 previously approved on agenda March 22, 2022, item #40.
21. Discuss, consider and take appropriate action on Supplemental Work Authorization No 1 to Work Authorization No 1 under Williamson County Contract between HDR Engineering Inc. and Williamson County dated March 10, 2020 for On Call Traffic Engineering Services. This supplemental is to extend the expiration date to September 30, 2024 and increase the maximum amount payable to \$75,000.00. Funding source: 01.0200.0210.004100.

- 22. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for IFB #22IFB96 CR 404 Hutto 24 Inch Water Line Realignment. Funding Source is P360.
- 23. Discuss, consider and take appropriate action on approval of the final plat for the Santa Rita Ranch Phase 2A Section 4 subdivision – Precinct 2.
- 24. Discuss, consider and take appropriate action on approving a license agreement with Parkside on the River Master Community, Inc. – Precinct 3.

REGULAR AGENDA

- 25. Discuss, consider and take appropriate action on a resolution proclaiming April 10-16, 2022, as National Public Safety Telecommunicators Week in Williamson County and recognize Andrew Saucedo for receiving the 2022 Texas APCO Technical Professional of the Year Award.
- 26. Discuss, consider and take appropriate action on a Proclamation recognizing April 10-16, 2022 as National Animal Control Officer Appreciation Week.
- 27. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional revenues for Park Donations.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.367403	Park Donations	\$589.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0510.003670	Use of Donations	\$589.00

- 29. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment acknowledging additional revenues for the Williamson County Regional Animal Shelter Donation Fund.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0546.0000.367404	Animal Shelter Donations	\$288,442.88
	0546.0000.367440	Jane's Fund Donations	\$10,170.22
	0546.0000.367442	Play Yard Donations	\$555.00
	0546.0000.367443	Heart Worm Donations	\$265.00
	0546.0000.367445	SIT Team Donations	\$663.00

	0546.0000.367447	Animal Transport Donations	\$70.00
	0546.0000.367448	Kitten Care Donations	\$9,714.93
	0546.0000.370150	Sales of Pet Care Products	\$718.12

30. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment acknowledging additional expenditures for the Williamson County Regional Animal Shelter Donation Fund.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0546.0546.003510	Purchases for Resale	\$718.12
	0546.0546.003670	Use of Donations	\$288,442.88
	0546.0546.004100	Professional Services	\$10,170.22
	0546.0546.004105	Foster Home Care	\$9,714.93
	0546.0546.004231	Travel	\$70.00
	0546.0546.004232	Training	\$663.00
	0546.0546.004509	Facility Enhancements	\$555.00
	0546.0546.004975	Animal Medical Care	\$265.00

31. Discuss, consider, and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional revenues to the General Fund and commit these funds as part of the CIP Program.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.364100	Insurance Proceeds	\$635,026.28

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

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0409.000777	Transfer to Capital Project	\$635,026.28

33. Discuss, consider and take appropriate action on a line item transfer for the Parks Department and commit these funds as part of the CIP Program.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0510.003001	Small Equipment & Tools < 5K	\$4,000
From	0100.0510.004232	Training, Conf., Seminars	\$2,750
From	0100.0510.004509	Facility Enhancements	\$50,000
From	0100.0510.004510	Facility Repairs	\$67,745
From	0100.0510.004515	Trail Maintenance	\$2,000

To	0100.0409.000777	Transfer to Capital Project	\$126,495
----	------------------	-----------------------------	-----------

34. Discuss, consider, and take appropriate action on a line item transfer for the Facilities Management Department and commit these funds as part of the CIP Program.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0509.004509	Facility Enhancements	\$182,000
From	0100.0509.004510	Facility Repairs	\$45,000
To	0100.0409.000777	Transfer to Capital Project	\$227,000

35. Discuss, consider, and take appropriate action on approving an allocation of \$50,000,000 to ROW and a 2021 Tax Anticipation Note budget transfer to transfer \$50,000,000 from P578 (2021 TAN Non-Departmental) to P588 (TAN ROW).
36. Discuss, consider, and take appropriate action to approve an exception to the 15% rule in advance and request FY '23 "position conversion" (PCN0082) in the District Attorney's Office.
37. Discuss, consider, and take appropriate action on the overall plan design for changes to Emergency Communications regarding the dispatch of law enforcement and shared support.
38. Discuss, consider and take appropriate action on awarding RFP #22RFP72 Billing Services for EMS to the highest scoring proposer, EMS Management & Consultants, Inc., and authorizing the execution of the agreement.
39. Discuss, consider and take appropriate action for Juvenile Services to accept a \$29,000 grant through Texas Parks and Wildlife to provide outdoor programs for youth.
40. Discuss, consider, and take appropriate action regarding Change Order No. 10 in the amount of \$142,048.42 for Project 3866 Forest North Drainage Improvements Phase 3 (DeNucci Constructors) P:225 Funding Source: Road Bond.
41. Discuss, consider, and take appropriate action regarding Change Order No. 7 in the amount of \$302,109.20 for Project 1810-265-North Mays Extension (Capital Excavation) P: 224 Funding Source: Road Bond.
42. Discuss, consider, and take appropriate action on the RM 2243 Improvement Grant Application.
43. Discuss, consider and take appropriate action on a Real Estate Contract with Prelude Ventures, LLC for 0.288 acres of right of way needed for the Hero Way project (Parcel 318). Funding Source: Road Bonds P326
44. Discuss, consider and take appropriate action on a Real Estate Contract with Aaronson Tierra, LLC a Texas limited liability company for 0.8518 acres of right of way needed on the CR 245 project (Parcel 11). Funding Source: Road Bonds P353
45. Discuss, consider and take appropriate action on 1 claim for moving expenses related to the right of way acquisition on Sam Bass Road--Parcel 13. Funding Source: Road Bonds P462 Unit O65-Kirkpatrick

46. Discuss, consider and take appropriate action on a real estate contract with Ashby Capital Investments, LLC for 155+- acres needed for future right of way on Corridor F, CR 214 extension to US 183 and Corridor I. Funding Source: Tax Anticipation Notes P588.
47. Discuss, consider and take appropriate action on a resolution determining the necessity and authorizing the use of eminent domain to condemn (2.255 acres) required for the construction of CR 401, and take appropriate action. (Taylor 47 Business, LLC a Texas limited liability company/Parcel 4). Funding Source: Road Bonds P390
48. Discuss, consider and take appropriate action on a resolution determining the necessity and authorizing the use of eminent domain to condemn (2.787 acres) required for the construction of CR 401, and take appropriate action. (C. Ernest Lawrence Family Limited Partnership) Funding Source: Road Bonds P390
49. Discuss, consider and take any appropriate action relating to the submission of matters affecting Williamson County to members of the United States Congressional Delegations.

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 economic development.
56. Discuss and take appropriate action concerning real estate.

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 8th 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: 04/12/2022

Transfer of Funds for Jury Meals

Submitted By: Ronald Morgan, All District Courts

Department: All District Courts

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a line item transfer for the All District Courts.

Background

When juries are engaged in deliberation, Judges work to keep the juries together in order to expedite resolution of the case. Depending on the time at which a case goes to the jury for deliberation, in order to keep the jury working toward a verdict, the Court provides an appropriate meal (lunch or dinner). All jurors and alternates are provided with a meal, as they are not allowed to leave during deliberation.

Of the District Court cases where juries have been seated, 13 have been in deliberation over a meal period and the Courts have provided an appropriate meal for the jurors.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0435-004934	Lodging for Jurors	\$1,000.00
To	0100-0435-004933	Food for Jurors	\$1,000.00

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Budget Office

Form Started By: Ronald Morgan

Final Approval Date: 04/06/2022

Reviewed By

Becky Pruitt

Ashlie Holladay

Date

04/06/2022 11:08 AM

04/06/2022 11:43 AM

Started On: 04/06/2022 10:34 AM

Commissioners Court - Regular Session

4.

Meeting Date: 04/12/2022

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

Human Resources (Originator)

County Judge Exec Asst.

Form Started By: Kayla Marek

Final Approval Date: 04/06/2022

Reviewed By

Rebecca Clemons

Becky Pruitt

Date

04/06/2022 04:00 PM

04/06/2022 04:36 PM

Started On: 04/06/2022 03:46 PM

Department	Position	Emp Num	Current Annual Salary	Annual Merit Amt	Merit%	New Annual Salary	Lump-sum Merit	Pay Proposal Reason	Effective Date of Change
County Clerk Judicial	Deputy County Clerk.0681.001100.	14782	\$42,229.55	\$422.30	1.00	\$42,651.86	-	MERIT	15-Apr-22
Elections	Operations Supervisor.0769.001100.	15447	\$51,224.68	\$896.48	1.75	\$52,121.16	-	MERIT	15-Apr-22
Fire Marshal Spec Ops-Hazmat	Special Operations Captain.1812.001100.	15933	\$72,477.39	\$2,899.10	4.00	\$75,376.50	-	MERIT	15-Apr-22
Juvenile Grant	Juv Prob Officer I Grant.1029.001100.	15779	\$46,781.24	\$2,339.06	5.00	\$49,120.30	-	MERIT	15-Apr-22
Juvenile Services	Dir of Mental Health Svc.1065.001100.	15950	\$91,188.50	\$4,559.36	5.00	\$95,747.86	-	MERIT	15-Apr-22
Tax Assessor/Collector	Tax Specialist II.1440.001100.	05124	\$48,908.08	\$662.00	1.35	\$49,570.08	-	MERIT	15-Apr-22

				(TO)	(FROM)
entity	fund	dept	object	dr	cr
01	0100	0404	001100	422.30	
01	0100	0404	002010	32.31	
01	0100	0404	002020	68.33	
01	0100	8002	001130		422.30
01	0100	8002	002010		32.31
01	0100	8002	002020		68.33
01	0100	0492	001100	896.48	
01	0100	0492	001130		896.48
01	0100	0542	001100	2,899.10	
01	0100	0542	002010	221.78	
01	0100	0542	002020	469.07	
01	0100	8004	001130		2,899.10
01	0100	8004	002010		221.78
01	0100	8004	002020		469.07
01	0100	0576	001100	6,898.42	
01	0100	0576	001130		6,898.42
01	0100	0499	001100	662.00	
01	0100	0499	001130		662.00
01	0100	0509	001100	803.22	
01	0100	0509	001130		803.22

Correction to 3.22.22 LIT

Correction to 3.22.22 LIT

Commissioners Court - Regular Session

5.

Meeting Date: 04/12/2022

Destruction of Unusable Assets found in the Holly Street Warehouse

Submitted For: Joy Simonton

Submitted By: Mary Watson, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on granting the Purchasing Department authority to dispose of the attached list of Assets through Destruction, pursuant to Tx. Local Gov't Code 263.152.

Background

The Asset items listed were found in the Holly Street Warehouse. There are no tags on these items showing which department they belonged to or which department placed them in the warehouse and all the items are broken beyond repair and use. The Holly Street Warehouse is needed for the overflow of Asset Items in the large warehouse. Photos attached. These assets were inspected by Tony Hill and Julie Kiley.

Assets to be destroyed include:

- 10 Desks
- 10 Chairs
- 9 Tables
- 1 Bookcase

Fiscal Impact

From/To	Acct No.	Description	Amount
---------	----------	-------------	--------

Attachments

- Disposable Assets 1
- Disposable Assets 2
- Disposable Assets 3

Form Review

Inbox

Purchasing (Originator)
 County Judge Exec Asst.
 Form Started By: Mary Watson
 Final Approval Date: 04/07/2022

Reviewed By

Joy Simonton
 Becky Pruitt


Date

04/07/2022 06:25 AM
 04/07/2022 09:11 AM
 Started On: 04/04/2022 11:41 AM



WILLI





WILLIAMSON co.

The image shows a warehouse or storage room with a dark, textured ceiling and concrete floor. Two long fluorescent light fixtures are mounted on the ceiling. The room is filled with various items: metal wire cages on the left and right sides, stacks of green and red mats in the center, a white bucket, a black chair, and a blue bin. The wall in the background has the text "WILLIAMSON co." written on it. There are windows on the wall, and a wooden door is visible on the right side.

Commissioners Court - Regular Session

6.

Meeting Date: 04/12/2022

Justice of The Peace 1 March Report

Submitted For: KT Musselman

Submitted By: Geneva Salazar, J.P. Pct. #1

Department: J.P. Pct. #1

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action to approve Justice of The Peace, Pct.1, March 2022 Monthly Report, in compliance with Code of Criminal Proc. 103.005.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
---------	----------	-------------	--------

Attachments

MARCH_2022_EOM_REPORT_JP1

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Geneva Salazar

Final Approval Date: 04/06/2022

Reviewed By

Becky Pruitt

Date

04/06/2022 04:37 PM

Started On: 04/06/2022 04:04 PM

**IN COMPLIANCE WITH ARTICLE 103
CODE OF CRIMINAL PROCEDURE**

**THE STATE OF TEXAS
COUNTY OF WILLIAMSON**

Before me, the undersigned authority, on this day personally appeared KT Musselman, Justice of The Peace, Precinct 1, Williamson County, who, on his oath, stated that the attached report of money collected is true and correct report for the month of March, 2022.

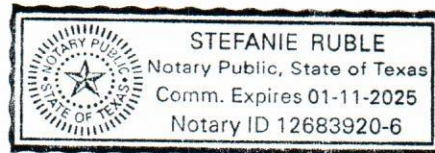


**KT MUSSELMAN
JUSTICE OF THE PEACE
PRECINCT ONE**

On this 6 day of April 2022 to certify which witness my hand and seal of office.



**NOTARY PUBLIC
in and for the State of Texas**



Payment Report - Transaction/Adjustment Detail

TXWILLIAMSONPROD

Transaction Date: 03/01/2022 - 03/31/2022
 Locations: JP1

Case Categories: Civil; Criminal; Family; Probate or Mental Health

Final Totals			
	Fee Totals	Transaction Totals	
Total Payments			
Total Adjustments Impacting Payments	55,883.73	55,883.73	
Final Fee Code Totals	0.00	0.00	
Tender Method Summary	55,883.73	55,883.73	
Tender Types	Cash		
	Check	3,501.00	3,501.00
	Credit Card	8,989.63	8,989.63
	E-File Credit Card	8,603.00	8,603.00
	Money Order	24,020.00	24,020.00
	Over-the-counter Credit Card	462.00	462.00
	10,308.10	10,308.10	

Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Transaction Date: 03/01/2022 - 03/31/2022 Case Categories: Civil; Criminal; Family; Probate or Mental Health
 Locations: JP1

G/L Account	G/L Account Number	Fee Totals
0100 - General Fund		
* 01-0100-0000-207017 - Collections Agency Fee	L-004-1-01-0100-0000-207017: 01-0100-0000-207017 - Collections Agency Fee	180.33
01-0100-0000-207019 - JP1 Cash Bonds	L-004-1-01-0100-0000-207019: 01-0100-0000-207019 - JP1 Cash Bonds	4,278.00
01-0100-0000-341200 - Sheriff Fees (WILCO)	L-004-1-01-0100-0000-341200: 01-0100-0000-341200 - Sheriff Fees (WILCO)	20.00
01-0100-0000-341801 - FEES OF OFFICE, JP PCT-1	L-004-1-01-0100-0000-341801: 01-0100-0000-341801 - FEES OF OFFICE, JP PCT #1	10,267.69
01-0100-0000-341901 - CIVIL FEES/OFFICE, CONST 1	L-004-1-01-0100-0000-341901: 01-0100-0000-341901 - Fees of Office, Const. PCT #1	20,050.00
01-0100-0000-341911 - CRIMINAL FEES/OFFICE, CONST 1	L-004-1-01-0100-0000-341911: 01-0100-0000-341911 - Fees of Office, Crim. Const PCT #1	230.00
01-0100-0000-342860 - Time Payment Fee County 2.50	L-004-1-01-0100-0000-342860: 01-0100-0000-342860 - Time Payment Fee County 2.50	134.50
01-0100-0000-351301 - FINES, JP PCT-1	L-004-1-01-0100-0000-351301: 01-0100-0000-351301 - FINES, JP PCT #1	7,993.24
01-0100-0000-362021 - COURT TRANSACTION FEES	L-004-1-01-0100-0000-362021: 01-0100-0000-362021 - COURT TRANSACTION FEES	2.00
01-0100-0000-365103 Language Access Fund	L-004-1-01-0100-0000-365103: Language Access Fund	807.00
99-9999-9999-000003 - LOCAL Consolidated CC-Misd C	L-001-9999999999999999: Liability Place Holder	1,121.45
0100 - General Fund Total:		45,084.21
0360 - Courthouse Security Fund		
01-0360-0000-341150 - COURTHOUSE SECURITY FEES	L-004-1-01-0360-0000-341150: 01-0360-0000-341150 - Courthouse Security Fees	15.00
0360 - Courthouse Security Fund Total:		15.00
0361 - JP Security Fund		
01-0361-0000-341151 - JP 1 SECURITY FEES	L-004-1-01-0361-0000-341151: 01-0361-0000-341151 - JP 1 SECURITY FEES	5.00
0361 - JP Security Fund Total:		5.00
0365 - Child Safety Fund		
01-0365-0000-341161 - JP CHILD SAFETY FEE	L-004-1-01-0365-0000-341161: 01-0365-0000-341161 - JP CHILD SAFETY FEE	175.00
0365 - Child Safety Fund Total:		175.00
0370 - Alternate Dispute Resolution Fund		
01-0370-0000-341170 - Alternate Dispute Resolution Fees	L-004-1-01-0370-0000-341170: 01-0370-0000-341170 - Alternate Dispute Resolution Fees	1,345.00
0370 - Alternate Dispute Resolution Fund Total:		1,345.00
0372 - Justice Court Technology Fund		
01-0372-0000-341141 - JP 1 TECHNOLOGY FEES	L-004-1-01-0372-0000-341141: 01-0372-0000-341141 - JP #1 TECHNOLOGY FEES	20.00
0372 - Justice Court Technology Fund Total:		20.00

Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Transaction Date: 03/01/2022 - 03/31/2022 Case Categories: Civil; Criminal; Family; Probate or Mental Health
 Locations: JP1

G/L Account	G/L Account Number	Fee Totals
0373 - JP-1 Truancy Program Fund		
01-0373-0000-370000 - JP-1 Truancy Program Fees	L-004-1-01-0373-0000-370000: 01-0373-0000-370000 - JP-1 Truancy Program	25.00
0373 - JP-1 Truancy Program Fund Total:		25.00
0399 - State Agency Fund		
01-0399-0000-208031 - JP 1 Truancy Prev/Diversion - State	L-004-1-01-0399-0000-208031: 01-0399-0000-208031 - JP 1 Truancy Prev/Diversion - State	10.00
01-0399-0000-208160 - CCC FEES DUE TO STATE COMP	L-004-1-01-0399-0000-208160: 01-0399-0000-208160 - Consolidated Court Costs	200.00
01-0399-0000-208165 - CCC 01.2020 Fee's Due to State	L-004-1-01-0399-0000-208165: 01-0399-0000-208165 - State Con Court Cost LGC 133.102(a)(3)	4,842.53
01-0399-0000-208181 - State Consolidated Fee	L-004-0399-0000-208181: State Consolidated Fee	819.00
01-0399-0000-208235 - JURY SERVICE FEES DUE TO STATE	L-004-1-01-0399-0000-208235: 01-0399-0000-208235 - Jury Service Fee	20.00
01-0399-0000-208352 - CRIMINAL JUDICIAL SUPPORT DUE	L-004-1-01-0399-0000-208352: 01-0399-0000-208352 - Support of the Judiciary Fund	30.00
01-0399-0000-208400 - DPS ARREST FEES DUE TO STATE	L-004-1-01-0399-0000-208400: 01-0399-0000-208400 - Texas Highway Patrol Arrest Fees	36.64
01-0399-0000-208415 - MOVING VIOLATION FEE DUE TO ST	L-004-1-01-0399-0000-208415: 01-0399-0000-208415 - Moving Violation Fee Due to State	0.40
01-0399-0000-208425 - ST TRAFFIC FEES DUE TO STATE	L-004-1-01-0399-0000-208425: 01-0399-0000-208425 - State Traffic Fee	110.00
01-0399-0000-208426 - State Traffic Fine Due To State	L-004-1-01-0399-0000-208426: 01-0399-0000-208426 - State Traffic Fine Due To State	2,149.95
01-0399-0000-208703 - INDIGENT DEF FEES - DUE TO ST	L-004-1-01-0399-0000-208703: 01-0399-0000-208703 - Indigent Defense Fee	10.00
01-0399-0000-208720 - SEATBELT FINES	L-004-1-01-0399-0000-208720: 01-0399-0000-208720 - Seatbelt Fines	73.50
01-0399-0000-208860 - TIME PYMT FEES DUE TO STATE	L-004-1-01-0399-0000-208860: 01-0399-0000-208860 - Time Payment	12.50
0399 - State Agency Fund Total:		8,314.52
JP BOND		
01-0100-0000-207019 - JP1 Bond Liability Account	L-004-1-02-00002: JP1 Registry Bond Account Liability	900.00
JP BOND Total:		900.00
Fee Totals for All Funds:		55,883.73

Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Transaction Date: 03/01/2022 - 03/31/2022 Case Categories: Civil; Criminal; Family; Probate or Mental Health
 Locations: JP1

Fee Code Summary

Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
2020AFC1	Arrest Fee - Constable 1 CCP 102.011(a)(1), 102.011(e)	125.00	25	0.00	0	0.00	0	125.00	25
2020AFDPS	Arrest Fee - DPS CCP 102.011.(a)(1), 102.011(e)	36.64	8	0.00	0	0.00	0	36.64	8
2020AFSO	Arrest Fee - Sheriff's Office 102.011(a)(1), 102.011(e)	243.91	52	0.00	0	0.00	0	243.91	52
2020CCC	State Cons Court Cost LGC 133.102(a)(3)	4,842.53	83	0.00	0	0.00	0	4,842.53	83
2020CDF	Compliance Dismissal Fine	40.00	4	0.00	0	0.00	0	40.00	4
2020DSCM	Driving Safety Course Mandatory CCP 45.0511(f)(1)	40.00	4	0.00	0	0.00	0	40.00	4
2020LCCC-C	LOCAL Consolidated Court Cost LGC 134.103(a)	1,121.45	85	0.00	0	0.00	0	1,121.45	85
2020LTF	Local Traffic Fine (TC 542.403)	125.98	45	0.00	0	0.00	0	125.98	45
2020STF	State Traffic Fine (TC 542.4031)	2,099.95	45	0.00	0	0.00	0	2,099.95	45
2020TPF	Time Payment Fee CCP 102.030	132.00	13	0.00	0	0.00	0	132.00	13
AB	Abstract	15.00	1	0.00	0	0.00	0	15.00	1
ADMIN	Administration Fee [CCP 102.072]	2.00	1	0.00	0	0.00	0	2.00	1
AFCA1	Arrest/Service Fee - Const. Pct. 1	5.00	1	0.00	0	0.00	0	5.00	1
AFSO	Arrest Fee - Sheriff's Office (CCP 102.011)	20.00	4	0.00	0	0.00	0	20.00	4
CB	Cash Bond	900.00	4	0.00	0	0.00	0	900.00	4
CCB	Civil Cash Bond	4,278.00	2	0.00	0	0.00	0	4,278.00	2
CCC	Consolidated Court Costs [Loc. Gov't Code, 133.102]	200.00	5	0.00	0	0.00	0	200.00	5
CCOP	Civil Copies	1.00	1	0.00	0	0.00	0	1.00	1
CERT	Certified Copy	8.00	3	0.00	0	0.00	0	8.00	3
CFINE	County Fine	7,993.24	63	0.00	0	0.00	0	7,993.24	63
CHS	Courthouse Security Fee (CCP 102.017)	15.00	5	0.00	0	0.00	0	15.00	5
CHSJC	JP Security Fee (CCP 102.017)	5.00	5	0.00	0	0.00	0	5.00	5
COLLFEE	Collection Agency Fee	180.33	2	0.00	0	0.00	0	180.33	2
CONT1	Constable Service Fee Pct #1	14,350.00	163	0.00	0	0.00	0	14,350.00	163
CSSF	Child Safety School Fee (CCP 102.014(c))	175.00	7	0.00	0	0.00	0	175.00	7
DDF	Deferred Disposition Fee	2,833.90	24	0.00	0	0.00	0	2,833.90	24
DSC	Driver's Safety Course Fee (CCP 45.0511(f1))	7.90	1	0.00	0	0.00	0	7.90	1
FNTC1	Child Safety Seat Fine Trauma Center	73.50	1	0.00	0	0.00	0	73.50	1
IDF	Indigent Defense Fee (LGC 133.107)	10.00	5	0.00	0	0.00	0	10.00	5

Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Transaction Date: 03/01/2022 - 03/31/2022 Case Categories: Civil; Criminal; Family; Probate or Mental Health
 Locations: JP1

Fee Code Summary									
Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
JCTF	Justice Court Technology Fee (CCP 102.0173)	20.00	5	0.00	0	0.00	0	20.00	5
JFR	Jury Reimbursement Fee (CCP 102.0045)	20.00	5	0.00	0	0.00	0	20.00	5
JTP	Juvenile Truancy Program (CCP 102.0174)	25.00	5	0.00	0	0.00	0	25.00	5
JTPDC	Juvenile Truancy Prev/Diversion Due to County (CCP 102.015)	5.00	5	0.00	0	0.00	0	5.00	5
JTPDS	Juvenile Truancy Prev/Diversion Due to State (CCP 102.015)	5.00	5	0.00	0	0.00	0	5.00	5
JURY	Jury Fee	22.00	1	0.00	0	0.00	0	22.00	1
JUSFC	Judicial Support Fund - County (LGC 133.105)	3.00	5	0.00	0	0.00	0	3.00	5
JUSFS	Judicial Support Fund - State (LGC 133.105)	27.00	5	0.00	0	0.00	0	27.00	5
MISCOP	Miscellaneous Copy Fees	3.00	2	0.00	0	0.00	0	3.00	2
MVF	Moving Violation Fee (CCP 102.022)	0.40	4	0.00	0	0.00	0	0.40	4
SB41CDRF	County Dispute Resolution fund - LGC 135.157	1,345.00	270	0.00	0	0.00	0	1,345.00	270
SB41JCSF	Justice Court Support Fund	6,725.00	270	0.00	0	0.00	0	6,725.00	270
SB41LAF	Language Access Fund - LGC 135.155	807.00	270	0.00	0	0.00	0	807.00	270
SB41SCF	State Consolidated Fee	819.00	42	0.00	0	0.00	0	819.00	42
STF	State Traffic Fee (TC 542.4031)	110.00	3	0.00	0	0.00	0	110.00	3
STFS	State Traffic Fine Due To State (HB2048)	50.00	1	0.00	0	0.00	0	50.00	1
TPCC2	Time Payment Fee County 2.50	2.50	1	0.00	0	0.00	0	2.50	1
TPS	Time Payment Fee - State	12.50	1	0.00	0	0.00	0	12.50	1
UFA	Uniform Traffic Act (TC 542.403)	12.00	4	0.00	0	0.00	0	12.00	4
WARC1	Warrant Fee - Constable Pct. 1	100.00	2	0.00	0	0.00	0	100.00	2
WPOSS	Writ of Possession	185.00	37	0.00	0	0.00	0	185.00	37
WREEN	Writ of Re-entry	5.00	1	0.00	0	0.00	0	5.00	1
WSF1	JP1 - Writ Service Fee	5,700.00	38	0.00	0	0.00	0	5,700.00	38
Fee Code Summary Totals		Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
		55,883.73	1,644	0.00	0	0.00	0	55,883.73	1,644

Commissioners Court - Regular Session

7.

Meeting Date: 04/12/2022

Justice of the Peace 4 March 2022 Monthly Report

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

Department: J.P. Pct. #4

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action to approve Justice of the Peace, Pct. 4, March 2022 Monthly Report in compliance with Code of Crim. Proc. § 103.005.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
---------	----------	-------------	--------

Attachments

JP4 EOM MAR 2022

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Veronica Bolander

Final Approval Date: 04/07/2022

Reviewed By

Becky Pruitt

Date

04/07/2022 11:32 AM

Started On: 04/07/2022 11:01 AM

**IN COMPLIANCE WITH ARTICLE 103
CODE OF CRIMINAL PROCEDURE**

**THE STATE OF TEXAS
COUNTY OF WILLIAMSON**

**I, Stacy Hackenberg, Justice of the Peace, Precinct 4, Williamson County,
on my oath, state that the attached report of money collected is a true and
correct report for the month of March 2022.**

Signed on this the 6th day of April 2022.



Stacy Hackenberg

**STACY HACKENBERG
JUSTICE OF THE PEACE
PRECINCT FOUR**

Payment Report - Transaction/Adjustment Detail

TXWILLIAMSONPROD

Transaction Date: 03/01/2022 - 03/31/2022 Case Categories: Civil; Criminal
 Locations: JP4

Payment Type: Cash Bond Deposit; Counter Payment; ...

Final Totals		Fee Totals	Transaction Totals
Total Payments		29,417.10	29,417.10
Total Adjustments Impacting Payments		0.00	0.00
Final Fee Code Totals		29,417.10	29,417.10
Tender Method Summary			
Tender Types	Cash	2,282.50	2,282.50
	Cashier's Check	418.30	418.30
	Certified Payments Credit Card	14,990.52	14,990.52
	Check	2,729.00	2,729.00
	Credit Card	208.00	208.00
	E-File Credit Card	5,755.25	5,755.25
	Money Order	3,033.53	3,033.53

Detailed report is available through the Auditor's Office.

Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Transaction Date: 03/01/2022 - 03/31/2022 Case Categories: Civil; Criminal
 Locations: JP4

Payment Type: Cash Bond Deposit; Counter Payment; ...

G/L Account	G/L Account Number	Fee Totals
0100 - General Fund		
01-0100-0000-207017 - Collections Agency Fee	L-004-4-01-0100-0000-207017: 01-0100-0000-207017 - Collections Agency Fee	933.33
01-0100-0000-209700 - JP COURTS-REFUNDS	L-004-4-01-0100-0000-209700: 01-0100-0000-209700 - JP Courts Refunds	31.00
01-0100-0000-341804 - FEES OF OFFICE, JP PCT-4	L-004-4-01-0100-0000-341804: 01-0100-0000-341804 - Fees of Office, JP Pct. #4	3,879.21
01-0100-0000-341904 - CIVIL FEES/OFFICE, CONST 4	L-004-4-01-0100-0000-341904: 01-0100-0000-341904 - Fees of Office, Const. PCT #4	4,120.00
01-0100-0000-341914 - CRIMINAL FEES/OFFICE, CONST 4	L-004-4-01-0100-0000-341914: 01-0100-0000-341914 - Fees of Office, Crim. Const PCT #4	55.00
01-0100-0000-342860 -Time Payment Fee County 2.50	L-004-4-01-0100-0000-342860: 01-0100-0000-342860 - Time Payment Fee County 2.50	45.51
01-0100-0000-351304 - FINES, JP PCT-4	L-004-4-01-0100-0000-351304: 01-0100-0000-351304 - FINES, JP PCT #4	9,001.87
01-0100-0000-365103 Language Access Fund	L-004-4-01-0100-0000-365103: Language Access Fund	360.00
01-0100-0000-370500 - Miscellaneous Revenue	L-004-4-01-0100-0000-370500: 01-0100-0000-370500 - Miscellaneous Revenue	0.05
99-9999-9999-000003 - LOCAL Consolidated CC-Misd C	L-004-4-99-9999-9999-000003: 99-9999-9999-000003 - LOCAL Consolidated CC-MISD C	1,124.12
0100 - General Fund Total:		19,550.09
0361 - JP Security Fund		
01-0361-0000-341154 - JP 4 SECURITY FEES	L-004-4-01-0361-0000-341154: 01-0361-0000-341154 - JP 4 SECURITY FEES	8.00
0361 - JP Security Fund Total:		8.00
0369 - JP-4 Truancy Program Fund		
01-0369-0000-341917 - JP4 Truant Conduct (HB 2398)	L-004-4-01-341917: 01-0369-0000-341917 - JP4 Truant Conduct (HB 2398)	50.00
01-0369-0000-370000 - JP-4 Truancy Program Fees	L-004-4-01-0369-0000-370000: 01-0369-0000-370000 - JP-4 Truancy Program Fee	10.00
0369 - JP-4 Truancy Program Fund Total:		60.00
0370 - Alternate Dispute Resolution Fund		
01-0370-0000-341170 - Alternate Dispute Resolution Fees	L-004-4-01-0371-0000-341170: 01-0370-0000-341170 - Alternate Dispute Resolution Fees	600.00
0370 - Alternate Dispute Resolution Fund Total:		600.00
0372 - Justice Court Technology Fund		
01-0372-0000-341144 - JP 4 TECHNOLOGY FEES	L-004-4-01-0372-0000-341144: 01-0372-0000-341144 - JP #4 TECHNOLOGY FEES	8.00
0372 - Justice Court Technology Fund Total:		8.00

Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Transaction Date: 03/01/2022 - 03/31/2022 Case Categories: Civil; Criminal
 Locations: JP4

Payment Type: Cash Bond Deposit; Counter Payment; ...

G/L Account	G/L Account Number	Fee Totals
0399 - State Agency Fund		
01-0399-0000-208034 - JP 4 Truancy Prev/Diversion - State	L-004-4-01-0399-0000-208034: 01-0399-0000-208034 - JP 4 Truancy Prev/Diversion - State	4.00
01-0399-0000-208160 - CCC FEES DUE TO STATE COMP	L-004-3-01-0399-0000-208160: 01-0399-0000-208160 - Consolidated Court Costs	80.00
01-0399-0000-208165 - CCC 01.2020 Fee's Due to State	L-004-4-01-0399-0000-208165: 01-0399-0000-208165 - State Con Court Cost LGC 133.102(a)(3)	4,978.27
01-0399-0000-208181 - State Consolidated Fee	L-004-0399-0000-208181: State Consolidated Fee	315.00
01-0399-0000-208235 - JURY SERVICE FEES DUE TO STATE	L-004-4-01-0399-0000-208235: 01-0399-0000-208235 - Jury Service Fee	8.00
01-0399-0000-208352 - CRIMINAL JUDICIAL SUPPORT DUE	L-004-4-01-0399-0000-208352: 01-0399-0000-208352 - Support of the Judiciary Fund	12.00
01-0399-0000-208400 - DPS ARREST FEES DUE TO STATE	L-004-4-01-0399-0000-208400: 01-0399-0000-208400 - Texas Highway Patrol Arrest Fees	122.77
01-0399-0000-208415 - MOVING VIOLATION FEE DUE TO ST	L-004-4-01-0399-0000-208415: 01-0399-0000-208415 - Moving Violation Fee Due to State	0.10
01-0399-0000-208425 - ST TRAFFIC FEES DUE TO STATE	L-004-4-01-0399-0000-208425: 01-0399-0000-208425 - State Traffic Fee	30.00
01-0399-0000-208426 - State Traffic Fine Due To State	L-004-4-01-0399-0000-208426: 01-0399-0000-208426 - State Traffic Fine Due To State	2,636.87
01-0399-0000-208703 - INDIGENT DEF FEES - DUE TO ST	L-004-4-01-0399-0000-208703: 01-0399-0000-208703 - Indigent Defense Fee	4.00
0399 - State Agency Fund Total:		8,191.01
JP BOND		
01-0100-0000-207008 - JP4 Bond Liability Account	L-004-4-01-02-00002: JP4 Registry Bond Account Liability	1,000.00
JP BOND Total:		1,000.00
Fee Totals for All Funds:		29,417.10

Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Transaction Date: 03/01/2022 - 03/31/2022 Case Categories: Civil; Criminal
 Locations: JP4

Payment Type: Cash Bond Deposit; Counter Payment; ...

Fee Code Summary									
Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
2020AFDPS	Arrest Fee - DPS CCP 102.011.(a)(1), 102.011(e)	117.77	25	0.00	0	0.00	0	117.77	25
2020AFSO	Arrest Fee - Sheriff's Office 102.011(a)(1), 102.011(e)	283.68	60	0.00	0	0.00	0	283.68	60
2020CCC	State Cons Court Cost LGC 133.102(a)(3)	4,978.27	85	0.00	0	0.00	0	4,978.27	85
2020CDF	Compliance Dismissal Fine	110.00	11	0.00	0	0.00	0	110.00	11
2020DSCM	Driving Safety Course Mandatory CCP 45.0511(f)(1)	193.32	20	0.00	0	0.00	0	193.32	20
2020LCCC-C	LOCAL Consolidated Court Cost LGC 134.103(a)	1,124.12	85	0.00	0	0.00	0	1,124.12	85
2020LTF	Local Traffic Fine (TC 542.403)	158.21	56	0.00	0	0.00	0	158.21	56
2020STF	State Traffic Fine (TC 542.4031)	2,636.87	56	0.00	0	0.00	0	2,636.87	56
2020TPF	Time Payment Fee CCP 102.030	45.51	5	0.00	0	0.00	0	45.51	5
AFDPS	Arrest Fee - DPS (CCP 102.011)	5.00	1	0.00	0	0.00	0	5.00	1
AFSO	Arrest Fee - Sheriff's Office (CCP 102.011)	5.00	1	0.00	0	0.00	0	5.00	1
CB	Cash Bond	1,000.00	1	0.00	0	0.00	0	1,000.00	1
CCC	Consolidated Court Costs [Loc. Gov't Code, 133.102]	80.00	2	0.00	0	0.00	0	80.00	2
CCOP	Civil Copies	9.25	10	0.00	0	0.00	0	9.25	10
CERT	Certified Copy	13.25	2	0.00	0	0.00	0	13.25	2
CFINE	County Fine	9,001.87	59	0.00	0	0.00	0	9,001.87	59
CHS	Courthouse Security Fee (CCP 102.017)	6.00	2	0.00	0	0.00	0	6.00	2
CHSJC	JP Security Fee (CCP 102.017)	2.00	2	0.00	0	0.00	0	2.00	2
CJS	Criminal Judicial Support Fee (LGC 103.105)	12.00	2	0.00	0	0.00	0	12.00	2
COLLFEE	Collection Agency Fee	933.33	10	0.00	0	0.00	0	933.33	10
CONT4	Constable Service Fee Pct #4	3,220.00	39	0.00	0	0.00	0	3,220.00	39
COPY	Copies	3.50	2	0.00	0	0.00	0	3.50	2
CVFEEOVER	Civil Overpayment Fee	31.00	1	0.00	0	0.00	0	31.00	1
DDF	Deferred Disposition Fee	3.00	3	0.00	0	0.00	0	3.00	3
IDF	Indigent Defense Fee (LGC 133.107)	4.00	2	0.00	0	0.00	0	4.00	2
JCTF	Justice Court Technology Fee (CCP 102.0173)	8.00	2	0.00	0	0.00	0	8.00	2
JFR	Jury Reimbursement Fee (CCP 102.0045)	8.00	2	0.00	0	0.00	0	8.00	2
JTP	Juvenile Truancy Program (CCP 102.0174)	10.00	2	0.00	0	0.00	0	10.00	2
JURY	Jury Fee	22.00	1	0.00	0	0.00	0	22.00	1
LT10	Overpayments < \$10	0.05	1	0.00	0	0.00	0	0.05	1

Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Transaction Date: 03/01/2022 - 03/31/2022 Case Categories: Civil; Criminal
 Locations: JP4

Payment Type: Cash Bond Deposit; Counter Payment; ...

Fee Code Summary									
Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
MVF	Moving Violation Fee (CCP 102.022)	0.10	1	0.00	0	0.00	0	0.10	1
SB41CDRF	County Dispute Resolution fund - LGC 135.157	600.00	121	0.00	0	0.00	0	600.00	121
SB41JCSF	Justice Court Support Fund	3,000.00	121	0.00	0	0.00	0	3,000.00	121
SB41LAF	Language Access Fund - LGC 135.155	360.00	121	0.00	0	0.00	0	360.00	121
SB41SCF	State Consolidated Fee	315.00	15	0.00	0	0.00	0	315.00	15
SFC4	Service/Arrest Fee - Const. 4	5.00	1	0.00	0	0.00	0	5.00	1
STF	State Traffic Fee (TC 542.4031)	30.00	1	0.00	0	0.00	0	30.00	1
TCC	Truancy Court Cost (HB2398)	50.00	1	0.00	0	0.00	0	50.00	1
TFC	Traffic	3.00	1	0.00	0	0.00	0	3.00	1
TPDF	Truancy Prevention and Diversion Fund - JP4 eDoc Conversion	4.00	2	0.00	0	0.00	0	4.00	2
WARC4	Warrant Fee - Constable Pct. 4	50.00	1	0.00	0	0.00	0	50.00	1
WEXEC	Writ of Execution	5.00	1	0.00	0	0.00	0	5.00	1
WF	Warrant Fee	50.00	1	0.00	0	0.00	0	50.00	1
WPOSS	Writ of Possession	20.00	4	0.00	0	0.00	0	20.00	4
WSF4	JP4 - Writ Service Fee	900.00	6	0.00	0	0.00	0	900.00	6
Fee Code Summary Totals		Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
		29,417.10	948	0.00	0	0.00	0	29,417.10	948

Justice of the Peace 4
Consolidated Court Cost Calculation Sheet

Deposit Date: 3/01/2022-3/31/2022

	<u>DR</u>	<u>CR</u>	<u>GL Code</u>	<u>GL Description</u>	<u>ALLOCATION %</u>
Local CCC-Class C		\$1,124.12	99-9999-9999-000003	Local CCC-Class C Due to County	
Court Security Fee	\$393.44		01.0361.0000.341154	COURTHOUSE SECURITY FEES	35.000000%
Local Truancy Prevention & Diversion Fund Fee	\$401.47		01.0369.0000.370000	Local Truancy Prevention & Diversion Fund Fee	35.714300%
Justice Court Technology Fund	\$321.18		01.0372.0000.341144	Justice Court Technology Fund	28.571400%
County Jury Fund Fee	\$8.03		01.0100.0000.342853	County Jury Fund Fee	0.714300%
Percentage Distribution Total:	\$1,124.12	\$1,124.12			100.000000%
Collected	\$1,124.12				

Commissioners Court - Regular Session

8.

Meeting Date: 04/12/2022

Risk Committee Member Addition

Submitted For: Rebecca Clemons

Submitted By: Malea Schmitt, Human Resources

Department: Human Resources

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action adding the following department and department representative to the County Risk Committee. Shantelle Brannon - Emergency Management

Background

The Risk Committee was formed on March 1, 2022 but neglected to include a participant from Emergency Management.

Fiscal Impact

From/To	Acct No.	Description	Amount
---------	----------	-------------	--------

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Malea Schmitt

Final Approval Date: 04/04/2022

Reviewed By

Becky Pruitt

Date

04/04/2022 04:04 PM

Started On: 04/04/2022 09:57 AM

Commissioners Court - Regular Session

9.

Meeting Date: 04/12/2022

ILA Sep Approval

Submitted For: Bill Gravell

Submitted By: Hal Hawes, County Judge

Department: County Judge

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a Separate Written Approval of an Interlocal Cooperation Contract with the City of Taylor, Texas regarding the City and County Participation in the design, construction and costs related to the County Road 401 Construction Project in compliance with §791.014 of the Texas Government Code, otherwise known as the Interlocal Cooperation Act.

Background

Section 791.014 of the Texas Government Code, otherwise known as the Interlocal Cooperation Act, before beginning a project to construct, improve, or repair a building, road, or other facility under an interlocal contract, the commissioners court of a county must give specific written approval for the project. The approval must be given in a document other than the interlocal contract; describe the type of project to be undertaken; and identify the project's location. The county may not accept, and another local government may not offer payment for a project undertaken without approval required by this section.

Fiscal Impact

From/To	Acct No.	Description	Amount
---------	----------	-------------	--------

Attachments

ILA Separate Approval - Taylor CR 401 Project

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Hal Hawes

Final Approval Date: 04/07/2022

Reviewed By

Becky Pruitt

Date

04/07/2022 11:34 AM

Started On: 04/07/2022 11:07 AM

**IN THE COMMISSIONERS COURT OF
WILLIAMSON COUNTY, TEXAS
SEPARATE WRITTEN APPROVAL OF
INTERLOCAL COOPERATION CONTRACT WITH
CITY OF TAYLOR, TEXAS
FOR
THE COUNTY ROAD 401 CONSTRUCTION PROJECT**

The Commissioners Court of Williamson County, Texas (County), in compliance with §791.014 of the Texas Government Code, otherwise known as the Interlocal Cooperation Act, and before the commencement of any work to construct, improve, or repair the subject matter of an Interlocal Contract with the City of Taylor, Texas (City), hereby authorizes and approves this separate specific written approval for the proposed County Road 401 Construction Project (Project). In this regard, the following provisions apply to such Interlocal Cooperation Contract:

This approval is separate and distinct from the Interlocal Cooperation Contract itself. The proposed Project is for County and City to perform the obligations set forth and fully described in the Interlocal Cooperation Contract being attached hereto as **Attachment 1** and incorporated herein for all purposes.

The Commissioners Court of Williamson County, Texas specifically finds that the herein described Project would serve a public purpose and would be beneficial to the citizens of Williamson County, Texas.

Executed as Presiding Officer of the Williamson County Commissioners Court on this the 12th day of April, 2022.

By: _____

Printed Name: _____

Title: _____

ATTACHMENT 1

INTERLOCAL COOPERATION CONTRACT

**INTERLOCAL AGREEMENT
REGARDING THE CITY/COUNTY PARTICIPATION IN THE DESIGN AND
CONSTRUCTION COSTS RELATED TO COUNTY ROAD 401**

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

THIS INTERLOCAL AGREEMENT (“Agreement”) is entered into between the City of Taylor, Texas, a Texas municipal corporation (the “City”) and Williamson County, a political subdivision of the State of Texas (the “County”). In this Agreement, the City and the County are sometimes individually referred to as “a Party” and collectively referred to as “the Parties”.

WHEREAS, V.T.C.A., Government Code, Chapter 791, the Texas Interlocal Cooperation Act, provides that any one or more public agencies may contract with each other for the performance of governmental functions or services for the promotion and protection of the health and welfare of the inhabitants of this State and the mutual benefit of the parties;

WHEREAS, the County is and has been in the process of designing the reconstruction of CR 401 at the approximate location shown on Exhibit “A”, attached hereto, (the “County Project”); and

WHEREAS, the City desires to cooperate with the County to facilitate the construction of the County Project and to concurrently construct Phase 2 of a waterline abutting CR 401 (the “City Project”), at the approximate location as shown on Exhibit “B”, attached hereto; and

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises and agreements of the Parties contained in this Agreement, the Parties agree as follows:

**I.
PURPOSE**

1.01 General. The purpose of this Agreement is to establish the terms for the City’s responsibility for all costs associated with the design and construction of the City Project and to provide consent for the County’s construction of the County Project within the Taylor city limits. The County Project for CR 401 includes reconstruction and extension of the roadway including grading, bridge structure, cross drainage structure, traffic signal system, roadway signing and pavement markings.

**II.
CONSTRUCTION OF COUNTY PROJECT**

2.01 County Obligations. The County shall be responsible for all costs associated with the planning, preliminary and final design, construction bidding and management of the construction of the County Project, including the acquisition of right-of-way, if needed.

2.02 Permits. The County shall be responsible for obtaining permits, if any, required for the construction of the County Project. Any and all costs related to permitting from the City are hereby waived.

2.03. Compliance with Sec. 791.014, Texas Government Code. Sec. 791.014, Texas Government Code, requires the City and the County to enter into a separate written approval with updated estimated costs after the approval of this Agreement.

III.

CITY OBLIGATIONS

3.01 Permission to Construct. The City agrees to allow the County to construct the County Project within the City's boundaries. The City further agrees to accept maintenance of the City Project and the County Project within the City limits after acceptance. The City agrees to allow the County to exercise the right of eminent domain on behalf of the City for the acquisition of right-of-way for the County Projects.

3.02 City Project. Design of the City Project shall be the sole responsibility of the City. The County will bid the City Project concurrently with the County Project. The City will be solely responsible for the inspection of the City Project. The City agrees to pay the County one-hundred percent (100%) of all Costs of Construction for the City Project. Upon the County's approval of each invoice for Costs of Construction, the County will transmit a copy of the invoice to the City. Upon timely receipt, proper documentation and approval of each invoice, the City shall make a good faith effort to pay the amount which is due within thirty (30) days after receipt of said invoice. .

3.03 Utility Installations. The City will ensure that any proposed utility lines or related appurtenances will not conflict with construction of County Project. The City will be solely responsible for all costs related to the relocation of City utilities, including easement acquisitions.

IV.

GENERAL PROVISIONS

4.01 Authority. This Agreement is made under the authority conferred in Chapter 791, *Texas Government Code*

4.02 Term. This Agreement shall commence upon execution of this Agreement and shall end twenty years after the execution of this Agreement.

4.03 Severability. The provisions of this Agreement are severable and, if any provision of this Agreement is held to be invalid for any reason by a court or agency of competent jurisdiction, the remainder of this Agreement will not be affected and this Agreement will be construed as if the invalid portion had never been contained herein.

4.05 Cooperation. The Parties agree to cooperate at all times in good faith to effectuate the purposes and intent of this Agreement.

4.06 Entire Agreement. This Agreement contains the entire agreement of the Parties regarding the subject matter hereof and supersedes all prior or contemporaneous understandings or representations, whether oral or written, regarding the subject matter and only relates to those portions of the County Projects shown in the plans attached hereto as Exhibit "A."

4.07 Amendments. Any amendment of this Agreement must be in writing and will be effective if signed by the authorized representatives of the Parties.

4.08 Applicable Law; Venue. This Agreement will be construed in accordance with Texas law. Venue for any action arising hereunder will be in Williamson County, Texas.

4.09 Notices. Any notices given under this Agreement will be effective if (i) forwarded to a Party by hand-delivery; (ii) transmitted to a Party by confirmed telecopy; or (iii) deposited with the U.S. Postal Service, postage prepaid, certified, to the address of the Party indicated below:

CITY: City of Taylor
400 Porter Street, Taylor TX 76574
Brian LaBorde, (512)352-3774
Attn: City Manager

COUNTY: 710 S. Main Street, Georgetown, Texas
78626 Attn: William Gravell, Jr.
Telephone: (512) 943-1550
Facsimile: (512) 943-1662

5.10 Counterparts; Effect of Partial Execution. This Agreement may be executed simultaneously in multiple counterparts, each of which will be deemed an original, but all of which will constitute the same instrument.

5.11 Authority. Each Party represents and warrants that it has the full right, power and authority to execute this Agreement.

5.12 Effective Date. This Agreement is executed to be effective on the date the last Party signs this Agreement.

5.13 No Joint Venture. The County Projects are a sole project of the County and are not a joint venture or other partnership with the City.

(SIGNATURES ON THE FOLLOWING PAGE)

CITY OF TAYLOR, TEXAS

By: [Signature]
Name: Brian LaBorde

Its: City Manager

ATTEST:

By: [Signature]
_____, City Clerk

APPROVED AS TO FORM:

By: [Signature]
Name: Mark Schroeder
Title: Assistant City Attorney

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

THIS INSTRUMENT was acknowledged before me on this 10th day of December, 2021, by Brian LaBorde as City Manager of the City of Taylor, a Texas home-rule city, on behalf of said city.



[Signature]
Notary Public, State of Texas

WILLIAMSON COUNTY, TEXAS

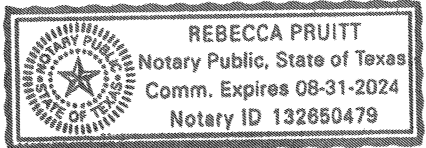
By: Bill Gravell
Bill Gravell, Jr., County Judge

ATTEST:

By: Nancy E. Rister
Nancy Rister, County Clerk

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

THIS INSTRUMENT was acknowledged before me on this 21st day of December, 2021, by Bill Gravell, Jr., County Judge of Williamson County, Texas, on behalf of said County.



Rebecca Pruitt
Notary Public, State of Texas

Exhibit "A"
County Project

RECONSTRUCTION AND EXTENSION OF EXISTING ROADWAY INCLUDING GRADING, BRIDGE STRUCTURE,
CROSS DRAINAGE STRUCTURES, TRAFFIC SIGNAL SYSTEM, ROADWAY SIGNING AND PAVEVENT MARKINGS

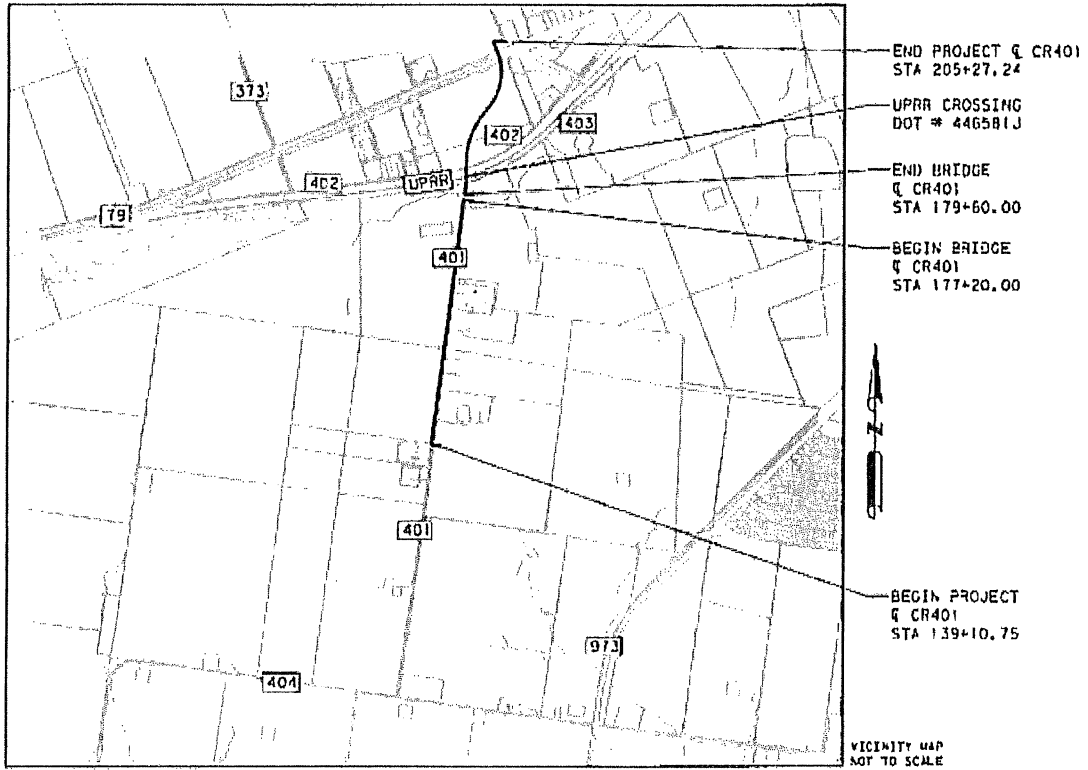
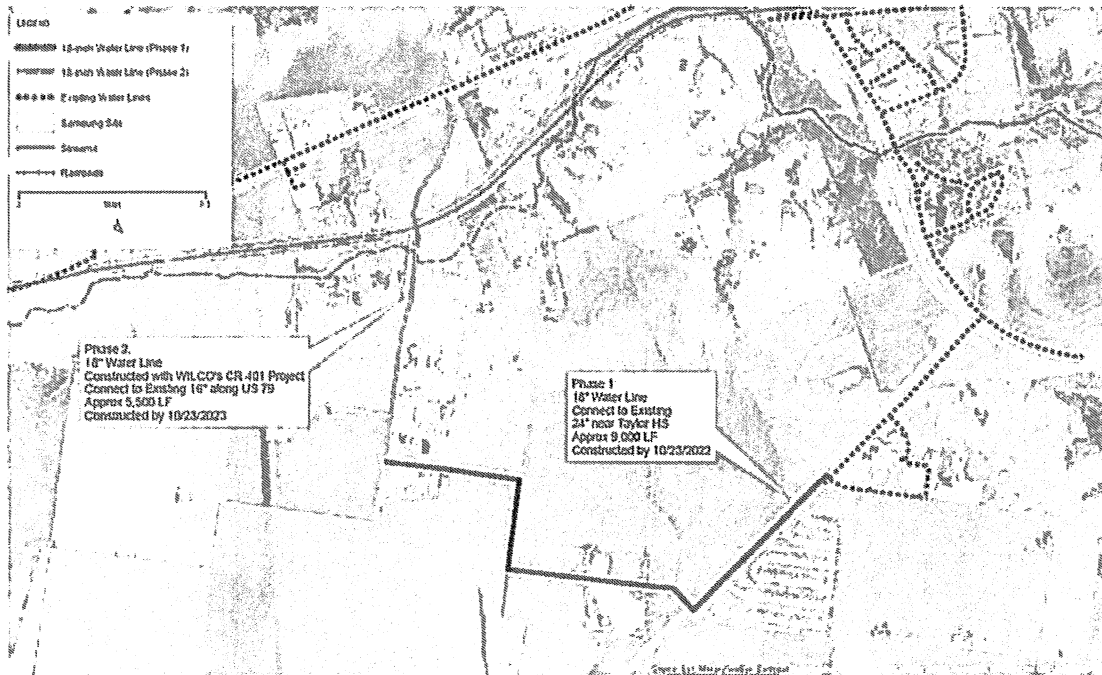


Exhibit "B"

City Project



Commissioners Court - Regular Session

10.

Meeting Date: 04/12/2022

Approval of Extension of Contract #1708-179 Electronic Payment Processing System for Certified Payments for County Treasurer

Submitted For: Joy Simonton

Submitted By: Kim Chappius, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving a six-month contract extension with Certified Payments in order to allow additional time to prepare criteria for the Purchasing Agent to advertise for a new Request for Proposals.

Background

Per County Treasurer's request, a six-month extension has been requested. The last renewal option has expired as of January 15, 2022, with the survivability term expiring April 15, 2022. There is no funding source for this contract. All merchant service fees are paid by the customers making the payments. Department Point of Contact is Scott Heselmeyer.

Fiscal Impact

From/To	Acct No.	Description	Amount
---------	----------	-------------	--------

Attachments

Extension Agreement

Form Review

Inbox

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Kim Chappius
Final Approval Date: 04/07/2022

Reviewed By

Joy Simonton
Becky Pruitt

Date

04/07/2022 06:35 AM
04/07/2022 09:11 AM
Started On: 04/04/2022 03:07 PM

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

**ADDENDUM
FOR
SERVICES CONTRACT
BETWEEN
WILLIAMSON COUNTY, TEXAS
AND
ACCELERATED CARD COMPANY LLC, d/b/a CERTIFIED PAYMENTS
(FY 2022)**

Important Notice: County Purchase Orders and Contracts 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, the Texas Health & Safety Code.

THIS ADDENDUM TO SERVICE CONTRACT (**Accelerated Card Company, LLC, d/b/a Certified Payments**, Williamson County RFP #1708-179) is made and entered into by and between Williamson County, Texas (hereinafter “County”), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Accelerated Card Company, LLC, d/b/a Certified Payments** (hereinafter “Service Provider”), a corporation operating in the State of Texas with an address located at 100 Throckmorton St. Ste 200 Fort Worth, TX 76102. The County and Service Provider agree to the following additional terms to the Agreement between the parties:

I.

Term: The term of this Agreement shall be extended for FY2022 until September 30, 2022.

II.


In all other respects, the Agreement remains the same and is reaffirmed.

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:

ACCELERATED CARD COMPANY
LLC, d/b/a CERTIFIED PAYMENTS:

Authorized Signature
Date: _____, 2022



Authorized Signature
Date: March 31, 2022

Commissioners Court - Regular Session

11.

Meeting Date: 04/12/2022

Authorize Issuing Advertisement for IFB #22IFB97 Medical Supplies for the Jail

Submitted For: Joy Simonton

Submitted By: Mary Watson, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for Medical Supplies for Williamson County Jail under IFB #22IFB97.

Background

Williamson County seeks to solicit bids for medical supplies for the Williamson County Jail. The current contract expires on June 30, 2022. Funding is budgeted in the FY22 budget. The expenditures will be charged to line item 01.0100.0570.003200. Department contact is Commander Jeffrey Williams.

Fiscal Impact

From/To	Acct No.	Description	Amount
---------	----------	-------------	--------

Attachments

No file(s) attached.

Form Review

Inbox

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Mary Watson
Final Approval Date: 04/07/2022

Reviewed By

Joy Simonton
Becky Pruitt

Date

04/07/2022 10:56 AM
04/07/2022 10:56 AM
Started On: 04/05/2022 02:26 PM

Commissioners Court - Regular Session

12.

Meeting Date: 04/12/2022

Approval of Purchase of Servers from Ingram Technologies, LLC for IT Department

Submitted For: Joy Simonton

Submitted By: Misty Brooks, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the purchase of additional servers for the Jail camera system from Ingram Technologies, LLC., in the amount of \$95,660.00, pursuant to DIR Contract #DIR-TSO-4132, and authorizing the execution of the agreement.

Background

With the addition of cameras in the Jail, Information Technology seeks to add additional servers to support that environment. This agreement has been approved by IT, budget, legal, and contract audit. This expenditure will be charged to 01.0100.0503.005740. Funding was approved in the FY2022 budget. Point of contact is Rory Tierney.

Fiscal Impact

From/To	Acct No.	Description	Amount
---------	----------	-------------	--------

Attachments

Estimate

Form Review

Inbox

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Misty Brooks
Final Approval Date: 04/07/2022

Reviewed By

Joy Simonton
Becky Pruitt

Date

04/07/2022 06:31 AM
04/07/2022 09:12 AM
Started On: 04/06/2022 09:47 AM

Ingram Technologies, LLC

PO Box 203324
 Austin, TX 78720 US
 scott@ingramt.com
 www.ingramt.com



Estimate

ADDRESS	SHIP TO	SHIP VIA	dropship	ESTIMATE	██████████
Williamson County	Williamson County			DATE	03/23/2022
301 SE Inner Loop Suite	301 SE Inner Loop Suite				
Georgetown, T 78626 USA	Georgetown, T 78626 USA				
SALES REP	GOV CONTRACTS				
Scott	████████████████████				

DATE	SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
		Quote # ██████████ Date: 3/22/2022 Expires On: 4/21/2022 Terms: Net 30			
	101-9312E6- 1A11B	101-9312E6- 1A11B MSRP \$101,900 00	1	47,700.00	47,700.00T
		Pivot3 V5-2000 192TB (16x12TB HDD), Acuity Surveillance Edition, VMware licen e included Dual Xeon 6230 20-core CPU 1100W PSU with C13/C14 2M pwr cd Acuity OS 10.x (ESXi 6.5) NIC: DC/LOM 4x10GbE Ba eT & (1) PCIe 2x10GbE BaseT Acuity Base Memory Kit-V5 - 96GB RAM (12x8GB Dimms) Trusted Platform Module (TPM) 2.0			
	101-9512E1- 1A50B	101-9512E1- 1A50B MSRP: \$66,500.00	1	32,760.00	32,760.00T
		Pivot3 V5 2000 192TB (16x12TB HDD), Acuity Surveillance Edition Single Xeon 3204 6-core CPU 1100W PSU with C13/C14 2M pwr cd Acuity OS 10 x NIC DC/LOM 4x10GbE Ba eT Acuity Base Memory Kit-V5 - 32GB RAM (4x8GB Dimms) Trusted Platform Module (TPM) 2.0			
	17-0125-04	17-0125-04 MSRP: \$2800.00	1	2,200.00	2,200.00T
		Standard Implementation Service Install and configure 1-2 Pivot3 appliances (1 Day Remote Engagement) a a fixed fee ervice and pre defined SOW.			
	16-0706-03- 03	16-0706-03- 03	2	6,500.00	13,000.00T

MSRP: \$8300.00
Acuity Hybrid Support 171-260TB for
V5 2000 Appliance or Software only,
Standard 3 year (not for Renewal) 8x5
Phone & Email, Next Business Day
Parts

Standard Texas DIR Shipping Included

SUBTOTAL	95,660 00
TAX	0.00
<hr/>	
TOTAL	\$95,660.00

Accepted By

Accepted Date

Commissioners Court - Regular Session

13.

Meeting Date: 04/12/2022

Approval of Electronic Bidding and Contract Management Software Contract Update with Bonfire Interactive Ltd. for IT Department

Submitted By: Kerstin Hancock, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving agreement for Electronic Bidding and Contract Management software with Bonfire Interactive Ltd., for an annual amount of \$51,549.99, as per DIR Contract #4363, and authorizing the execution of the agreement.

Background

The Bonfire subscription is for the software utilized by the Purchasing Department for electronic issuance and receipt of solicitations as well as contract management. In 2021 a two-year contract was approved. Due to an additional staff position an additional license was added. To avoid an annual price increase a 4-year contract is recommended which will lock in the annual pricing for that term. Funding source: 01.0100.0503.004505. Department contacts are Kerstin Hancock and Tammy McCulley.

Fiscal Impact

From/To	Acct No.	Description	Amount
---------	----------	-------------	--------

Attachments

Bonfire updated contract

Form Review

Inbox

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Kerstin Hancock
Final Approval Date: 04/07/2022

Reviewed By

Joy Simonton
Becky Pruitt

Date

04/07/2022 10:22 AM
04/07/2022 10:54 AM
Started On: 04/06/2022 01:57 PM

ORDER FORM

Order # Q-03657

Expiry Date 30/09/2022

Williamson County, TX

710 Main Street

Georgetown Texas 78626

United States

Kerstin Hancock

khancock@wilco.org

**Bonfire Interactive Ltd**

121 Charles St. W. #C429

Kitchener ON N2G 1H6

Canada

Ryan Hamill

rhamill@gobonfire.com

Start Date: 01/10/2022**End Date:** 30/09/2026**Subscription Term:** 48

Subscription Products	Quantity
<p>Bonfire Strategic Sourcing Platform</p> <p>eSourcing</p> <ul style="list-style-type: none"> • Solicit, receive, and evaluate bids and RFx online • Organize and distribute RFx documents with digital scorecards for online evaluation • Make vendor submissions easier and more compliant with a simple upload experience • Maintenance/Hosting and access to all associated releases and upgrades included • Unlimited projects, evaluators, and vendors <p>Price-Only Bidding</p> <ul style="list-style-type: none"> • Quickly create bids online and engage vendors • Automatically tabulate and sort offers and review associated documents • Award bids online with an option to publish a public award notice <p>Bonfire Benchmarking</p> <ul style="list-style-type: none"> • View industry insights, data benchmarks, and templates gathered from over 40,000 bids and RFPs to make data-driven decisions. <p>Product Support and Ongoing Coaching and Training</p> <ul style="list-style-type: none"> • Fast and friendly product support available to all your buyers, evaluators, and vendors - Mon-Fri 8am - 8pm ET • Regular check-ins from your dedicated customer success manager to share best practices and provide ongoing coaching and product training 	11 Seats
<p>Bonfire Questionnaires Module</p> <ul style="list-style-type: none"> • Use templates to collect qualitative and quantitative vendor data for side-by-side comparison and auto-scoring 	1
<p>Bonfire Bid Tables Module</p> <ul style="list-style-type: none"> • View vendor pricing side-by-side, filter, sort, and perform what-if analyses to optimize vendor selection 	1
<p>Bonfire Contract and Performance Management Bundle</p> <ul style="list-style-type: none"> • Manage contracts and their associated documents, milestones, and key dates along with vendor performance surveys to maximize contract value 	1
<p>Contracts Storage</p> <ul style="list-style-type: none"> • Store contracts with Contract Management 	1000
<p>Bonfire Approvals Module</p> <ul style="list-style-type: none"> • Bring your existing Approvals Process into Bonfire for consolidated visibility, turnkey compliance and improved Stakeholder engagement 	10

Subscription Products	Quantity
<p>Bonfire Price-Only Bidding Site License for Unlimited Users</p> <ul style="list-style-type: none"> • Quickly create bids online and engage vendors • Automatically tabulate and sort offers and review associated documents with pass/fail criteria • Award bids online with an option to publish award notice • Full Access to Bonfire Benchmarking • Full Access to Product Support and Ongoing Coaching and Training 	1

Pricing Overview	Annual Amount	Term Amount
Subscriptions	USD 51,549.99	USD 220,005.96
Services		USD 0.00

Annual Rate Increase: WAIVED

Current Order Amount (before taxes): USD 220,005.96

Currency: USD
Billing Cycle: Annual
Payment Terms: Net 30
Data Location: United States

Quote Comments:

- Annual 3.5% Increase has been waived due to multi-year agreement. Invoices to be split up annually.
- Includes all internal users including suppliers, data analysts, managers, administrators, evaluators & advisor/client roles for the organization
- Includes implementation, training, unlimited projects, support, submissions, and cloud storage
- Bonfire services including account activation and implementation to start immediately upon receiving signed order form

Please complete the questions below:

PO Number:

If a purchase order (PO) is required for the purchase of the products on this order form please provide it. If a PO is not required on your company's invoice, please enter N/A.

AP Contact Person's Email:

Invoicing Address Same as Above:

Tax Exemption Status:

Your order will be taxed using the applicable tax rate for your invoicing address. Your invoice will reflect the final total taxes effect at time of invoicing.

All sales are considered subject to sales tax unless the applicable exemption documentation has been received by Bonfire prior to invoicing.

Customer Signature:

Name:

Title:

Date:

Bonfire Signature:

Name: Rachel Friesen

Title: Director, Client Experience

Date: 4/5/2022

DocuSigned by:
Rachel Friesen
67D43EDC1F5242A...

TERMS & CONDITIONS

The Customer hereby agrees to order the products and/or services outlined above at the prices indicated, and acknowledges it has read, understands and agrees to be bound by the terms and conditions detailed at: <https://dir.texas.gov/View-Search/Contracts-Detail.aspx?contractnumber=DIR-TSO-4363&keyword=bonfire> (the "Agreement"). Please reference DIR Contract Number DIR-TSO-4363 on your purchase order.

All remittance advice and invoice inquiries can be directed to billing@gobonfire.com. Please feel free to contact us if you have any questions.

THANK YOU FOR YOUR BUSINESS!

Commissioners Court - Regular Session

14.

Meeting Date: 04/12/2022

Authorize issuing RFP #22RFP90 Champion Park Parking Lot for Facilities Management

Submitted For: Joy Simonton

Submitted By: Gretchen Glenn, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed proposals for Champion Park Parking Lot, under RFP #22RFP90. Funding source for P552.

Background

Williamson County is seeking qualified contractors for parking lot improvements and landscaping at Champion Park. Construction Estimated budget amount: \$122,929.00. Angel Gomez is the department point of contact.

Fiscal Impact

From/To	Acct No.	Description	Amount
---------	----------	-------------	--------

Attachments

No file(s) attached.

Form Review

Inbox

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Gretchen Glenn
Final Approval Date: 04/07/2022

Reviewed By

Joy Simonton
Becky Pruitt

Date

04/07/2022 10:45 AM
04/07/2022 10:51 AM
Started On: 04/05/2022 01:57 PM

Commissioners Court - Regular Session

15.

Meeting Date: 04/12/2022

Approval of Agreement for Tile Work at Berry Springs Park with Gossett Construction for Facilities Management

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 agreement between Williamson County and Christopher Gossett d/b/a Gossett Construction to provide installation of tile at the Williamson County Berry Springs Park, in the not-to-exceed amount of \$2,000.00, and authorizing the execution of this agreement.

Background

This contractor will install 204 square feet of tile and grout using prism, and fix existing tile in the bathroom at the Williamson County Berry Springs Park located at 1801 CR 152, Georgetown, TX 78626. Funding source 01.0100.3101.004509. Department point of contact will be Dwayne Gossett. Dwayne Gossett has no relation to Gossett Construction. The like name is coincidental.

Fiscal Impact

From/To	Acct No.	Description	Amount
---------	----------	-------------	--------

Attachments

contract & quote

Form Review

Inbox

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Andrew Portillo
Final Approval Date: 04/07/2022

Reviewed By

Joy Simonton
Becky Pruitt

Date

04/07/2022 10:31 AM
04/07/2022 10:53 AM
Started On: 04/06/2022 12:10 PM

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

**SERVICES CONTRACT
FOR
BERRY SPRINGS PARK HOUSE
TILE REPLACEMENT
(Parks Department)**

(Christopher Gossett d/b/a Gossett Construction)

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 **Christopher Gossett d/b/a Gossett Construction (hereinafter “Service Provider”)**, 401 Green Acres Dr., Georgetown, TX 78626 (512-663-6712). 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, which is incorporated herein as if copied in full.

Should The County choose to add services in addition to those described in Exhibit(s) “A,” such additional services shall be described in a separate written amendment to this Contract wherein the additional services shall be described and the parties shall set forth the amount of compensation to be paid by The County for the additional services. Service

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

II.

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

III.

Consideration and Compensation: Service Provider will be compensated based as set forth in Exhibit(s). Any changes must be made by a change order or amendment and approved by the Williamson County Commissioners Court. **The not-to-exceed amount shall be \$2,000.00.**

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

IV.

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

Type of Coverage	Limits of Liability
a. Worker's Compensation	Statutory
b. Employer's Liability	

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

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

COVERAGE	PER PERSON	PER OCCURRENCE
Comprehensive General Liability <i>(including premises, completed operations and contractual)</i>	\$ 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, which is 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:



Authorized Signature

Chris Gossett
Printed Name

Date: April 4th, 2022

Exhibit(s)

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

Christopher Gossett <cwjoseywales44@gmail.com>

Fri 2/11/2022 10:11 AM

To: Mark Pettigrew



EXTERNAL email: Exercise caution when opening.

Install 204 sq ft of tile in room and grout using prism..

Fix existing tile in bathroom that are cracked.

Jack hammer out and install new and grout

Materials =\$ 900.00

Labor =\$ 1100.00

Total =\$ 2000.00

Gossett Construction.

512 663-6712

Have a great day Marc 😊

Commissioners Court - Regular Session

16.

Meeting Date: 04/12/2022

Authorize Issuing RFP #22RFP98 Construction Manager at Risk (CMAR) River Ranch Park Closeout for Facilities Management and Parks Department

Submitted For: Joy Simonton

Submitted By: Johnny Grimaldo, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed responses for RFP Construction Manager at Risk (CMAR) River Ranch Park Closeout, under RFP #22RFP98. Funding source is P315.

Background

Williamson County is seeking proposals from experienced firms to provide professional Construction Manager at Risk (CMAR) services for close-out items at River Ranch Community Park. Construction Estimated Budgeted amount: \$3,000,000.00. Trenton Jacobs is the Point of contact.

Fiscal Impact

From/To	Acct No.	Description	Amount
---------	----------	-------------	--------

Attachments

No file(s) attached.

Form Review

Inbox

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Johnny Grimaldo
Final Approval Date: 04/07/2022

Reviewed By

Joy Simonton
Becky Pruitt

Date

04/07/2022 06:22 AM
04/07/2022 09:18 AM
Started On: 04/06/2022 04:08 PM

Commissioners Court - Regular Session

17.

Meeting Date: 04/12/2022

Jail/CJC Master Plan (P432) Supplemental Agreement 2 to PSA1-Johnston, 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 Supplemental Agreement No. 2 to Agreement for Design & Engineering Services with Johnston, LLC for the Jail/CJC Master Plan (P432.) Due to changes in classification of this project, the contract is being extended Ninety-Four days (94) for a new termination date of July 8, 2022. Point of contact is Trenton Jacobs, County Architect.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
---------	----------	-------------	--------

Attachments

SA2-Johnston

Form Review

Inbox

Hal Hawes

County Judge Exec Asst.

Form Started By: Wendy Danzoy

Final Approval Date: 04/06/2022

Reviewed By

Hal Hawes

Becky Pruitt

Date

04/06/2022 02:11 PM

04/06/2022 03:01 PM

Started On: 04/06/2022 01:21 PM



**SUPPLEMENTAL AGREEMENT NO. 2
TO
AGREEMENT FOR DESIGN & ENGINEERING SERVICES**

PROJECT: Jail-CJC Master Plan ("Project")

**ARCHITECT/
ENGINEER:**

Johnston, LLC ("A/E")
Rich Elwood, Director of Management
2603 Augusta Dr., Suite 1500
Houston, Texas 77057

**COUNTY'S DESIGNATED
REPRESENTATIVE:**

Williamson County Facilities Department
Director of Facilities
3101 SE Inner Loop
Georgetown, Texas 78626

THIS SUPPLEMENTAL AGREEMENT NO. 2 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.

RECITALS

WHEREAS, County and A/E previously executed Agreement for Design and Engineering Services being dated effective November 2, 2021 ("Agreement");

WHEREAS, pursuant to **Article 13** of the Agreement, the terms of the Agreement may be modified by a fully executed Supplemental Agreement;

WHEREAS, the **Production Schedule** under **Exhibit C** of the Agreement **needs to be extended due to additional editing required for the final work product**; and,

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:

EXHIBIT C – shall be replaced in its entirety with attached updated exhibit.

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:

Johnston, LLC

COUNTY:

Williamson County, Texas

By: Rich Elwood

Signature

By: _____

Signature

Rich Elwood

Printed Name

Printed Name

Director

Title

Title

Date Signed: 3/31/2022

Date Signed: _____

EXHIBIT C

PRODUCTION SCHEDULE

A/E agrees to complete the professional design services called for in **Exhibit A** of this Agreement within **Ninety-Four (94) 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	11/02/21
--------------------------	----------

Phase I - SCHEMATIC DESIGN

Preliminary Report Deliverables	12/23/21
---------------------------------	----------

Assessment Report and Fee Proposal Deliverables	04/30/22
---	----------

Agreement Termination Date	07/08/22
----------------------------	----------

Commissioners Court - Regular Session

18.

Meeting Date: 04/12/2022

Authorize Issuing IFB #22IFB93 IFB Corrugated Metal Pipe for Road and Bridge Department

Submitted For: Joy Simonton

Submitted By: Stephanie Robles, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for Corrugated Metal Pipe, under #22IFB93.

Background

Williamson County is seeking qualified companies to provide Corrugated Metal Pipe. Budgeted amount: \$300,000.00. Funding source: 0200-0210-003597. Terron Evertson is the Point of contact.

Fiscal Impact

From/To	Acct No.	Description	Amount
---------	----------	-------------	--------

Attachments

No file(s) attached.

Form Review

Inbox

Purchasing (Originator)
 County Judge Exec Asst.
 Form Started By: Stephanie Robles
 Final Approval Date: 04/07/2022

Reviewed By

Joy Simonton
 Becky Pruitt

Date

04/07/2022 10:48 AM
 04/07/2022 10:51 AM
 Started On: 04/05/2022 02:19 PM

Commissioners Court - Regular Session

19.

Meeting Date: 04/12/2022

Authorize Issuing Advertisement for IFB #22IFB99 Aggregates Surface Treatment Type D for Road and Bridge Department

Submitted For: Joy Simonton

Submitted By: Johnny Grimaldo, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for Aggregates Surface Treatment Type D, under IFB #22IFB99.

Background

Williamson County is seeking qualified companies to provide Aggregates for Surface Treatments per Item 302, Texas Department of Transportation, Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges 2014. Budgeted amount: \$170,000.00. Funding source: 0200-0210-003556. Department point of contact is Terron Evertson.

Fiscal Impact

From/To	Acct No.	Description	Amount
---------	----------	-------------	--------

Attachments

No file(s) attached.

Form Review

Inbox

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Johnny Grimaldo
Final Approval Date: 04/07/2022

Reviewed By

Joy Simonton
Becky Pruitt

Date

04/07/2022 11:06 AM
04/07/2022 11:31 AM
Started On: 04/07/2022 10:16 AM

Commissioners Court - Regular Session

20.

Meeting Date: 04/12/2022

Approval of Letter to Terminate IFB #T4442 S. San Gabriel Ranches Sub Rd & Drainage Improvements 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 to authorize County Judge to sign termination notice letter for contract IFB #T4442 previously approved on agenda March 22, 2022, item #40.

Background

Previously approved contract termination needs to be finalized with attached notice letter signed by presiding officer and recorded into the minutes of the commissioners court.

Fiscal Impact

From/To	Acct No.	Description	Amount
---------	----------	-------------	--------

Attachments

Termination Letter

Form Review

Inbox

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Kim Chappius

Final Approval Date: 04/07/2022

Reviewed By

Joy Simonton

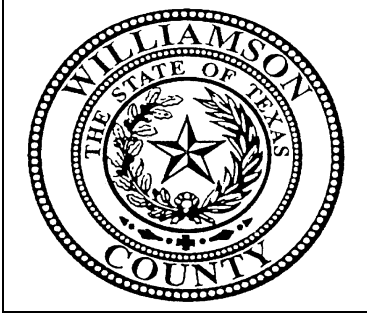
Becky Pruitt

Date

04/07/2022 06:07 AM

04/07/2022 09:11 AM

Started On: 04/05/2022 03:35 PM



**OFFICE OF WILLIAMSON
COUNTY JUDGE**

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

April 12, 2022

Via certified United States Mail

Terra Path, Inc.
6007 Blue Bluff Rd.
Austin, Texas, 78724

***In re: Notice of Contract Termination with Williamson County, Texas
Effective May 12, 2022 (IFB #T4442 South San Gabriel Ranches
Subdivision Road and Drainage Improvements)***

To Whom It May Concern:

The Williamson County Road & Bridge Department is currently in a contract with your company as referenced above. The Williamson County Commissioners Court has decided and approved changes in this category of services, including the present contract. Pursuant to the terms and conditions set forth in the contract, IFB #T4442 South San Gabriel Ranches Subdivision Road and Drainage Improvements), which allows for termination, the relevant provision states as follows:

Termination for Convenience: The County may terminate the Contract and/or any Ensuing Agreement(s) for convenience and without cause or further liability, upon no less than thirty (30) calendar days written notice to the Successful Bidder. The County reserves the right to extend this period if it is in the best interest of the County. In the event the County exercises its right to terminate without cause, it is understood and agreed that only the amounts due to the Successful Bidder for goods, commodities

and/or services provided, and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for the County's termination for convenience.

Therefore, the purpose of this letter is to give you official notice that Williamson County elects to terminate the agreement between the parties for services, and such termination will be effective at the end of business on May 12, 2022.

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

Sincerely,

Hon. Bill Gravell
Williamson County Judge

cc: Williamson County Auditor's Office
Williamson County Road & Bridge Department

BG/me

Commissioners Court - Regular Session

21.

Meeting Date: 04/12/2022

HDR 2576 WA1 SA1 On Call Traffic Engineering

Submitted For: Terron Evertson

Submitted By: Vicky Edwards, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Supplemental Work Authorization No 1 to Work Authorization No 1 under Williamson County Contract between HDR Engineering Inc. and Williamson County dated March 10, 2020 for On Call Traffic Engineering Services. This supplemental is to extend the expiration date to September 30, 2024 and increase the maximum amount payable to \$75,000.00. Funding source: 01.0200.0210.004100.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
---------	----------	-------------	--------

Attachments

HDR 2576 WA1 SA1 On Call Traffic Engineering

Form Review

Inbox

Hal Hawes

County Judge Exec Asst.

Form Started By: Vicky Edwards

Final Approval Date: 04/01/2022

Reviewed By

Hal Hawes

Becky Pruitt

Date

04/01/2022 12:42 PM

04/01/2022 03:39 PM

Started On: 04/01/2022 12:20 PM

SUPPLEMENTAL WORK AUTHORIZATION NO. 1
TO
WORK AUTHORIZATION NO. 1

WILLIAMSON COUNTY ROAD AND BRIDGE PROJECT:
On Call Traffic Engineering Services

This Supplemental Work Authorization No. 1 to Work Authorization No. 1 is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated **March 10, 2020** (“Contract”) and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **HDR Engineering Inc.** (the "Firm").

WHEREAS, the County and the Firm executed Work Authorization No. 1 dated effective **October 6, 2020** (the “Work Authorization”);

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

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

AGREEMENT

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

- I. The above referenced Work Authorization termination date shall be modified to **September 30, 2024**. The Services to be Provided by the Firm shall be fully completed on or before said date unless extended by an additional Supplemental Work Authorization. The revised Work Schedule is attached hereto as Attachment “C” (must be attached).
- II. The maximum amount payable for services under the Work Authorization is hereby increased from **\$25,000.00** to **\$75,000.00**. The revised Work Schedule is attached hereto as Attachment “C” (must be attached).

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

County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Firm.


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

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

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

FIRM: HDR Engineering, Inc

COUNTY:

By: 

Signature

By: _____
Signature

Mark D. Borenstein, PE
Printed Name

Bill Gravell, Jr.
Printed Name

Vice President
Title

Williamson County Judge
Title

03/31/22
Date

Date

Attachment C - Work Schedule

HDR Engineering, Inc. will provide a work schedule for the assigned tasks

Commissioners Court - Regular Session

22.

Meeting Date: 04/12/2022

Authorize issuing IFB #22IFB96 CR 404 Hutto 24 Inch Water Line Realignment for HNTB

Submitted For: Joy Simonton

Submitted By: Gretchen Glenn, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for IFB #22IFB96 CR 404 Hutto 24 Inch Water Line Realignment. Funding Source is P360.

Background

Williamson County is seeking qualified contractors for the relocation of an existing 16 inch main to include 24 inch high-density polyethylene pipe materials and fusion of pipe. Estimated Budget \$2,000,000.00.

Fiscal Impact

From/To	Acct No.	Description	Amount
---------	----------	-------------	--------

Attachments

No file(s) attached.

Form Review

Inbox

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Gretchen Glenn
Final Approval Date: 04/07/2022

Reviewed By

Joy Simonton
Becky Pruitt

Date

04/07/2022 11:13 AM
04/07/2022 11:30 AM
Started On: 04/05/2022 03:40 PM

Commissioners Court - Regular Session

23.

Meeting Date: 04/12/2022

Final plat for the Santa Rita Ranch Phase 2A Section 4 subdivision – Pct 2

Submitted For: Terron Evertson

Submitted By: Adam Boatright, Infrastructure

Department: Infrastructure

Division: Road & Bridge

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approval of the final plat for the Santa Rita Ranch Phase 2A Section 4 subdivision – Precinct 2.

Background

This is the next section of the Santa Rita Ranch Phase 2A development. It consists of 60 single family lots, 1 open space lot, 1 open space/landscape/utility lot, 1 open space/water quality/drainage/landscape/utility lot and 5,245 feet of new public roads. Roadway and drainage construction are not yet complete but a performance bond in the amount of \$2,406,141.60 has been posted with the County to cover the cost of the remaining construction.

Timeline

- 2022-02-16 – initial submittal of the final plat
- 2022-02-16 – receipt of financial security for the remaining construction
- 2022-03-18 – 1st review complete with comments
- 2022-03-30 – 2nd submittal of final plat
- 2022-03-31 – receipt of final plat with signatures
- 2022-04-06 – 2nd review complete with comments clear
- 2022-04-07 – final plat placed on the April 12, 2022 Commissioners Court agenda for consideration

Fiscal Impact

From/To	Acct No.	Description	Amount
---------	----------	-------------	--------

Attachments

final plat - Santa Rita Ranch Ph 2A Sec 4

Form Review

Inbox

County Judge Exec Asst.
 Form Started By: Adam Boatright
 Final Approval Date: 04/07/2022

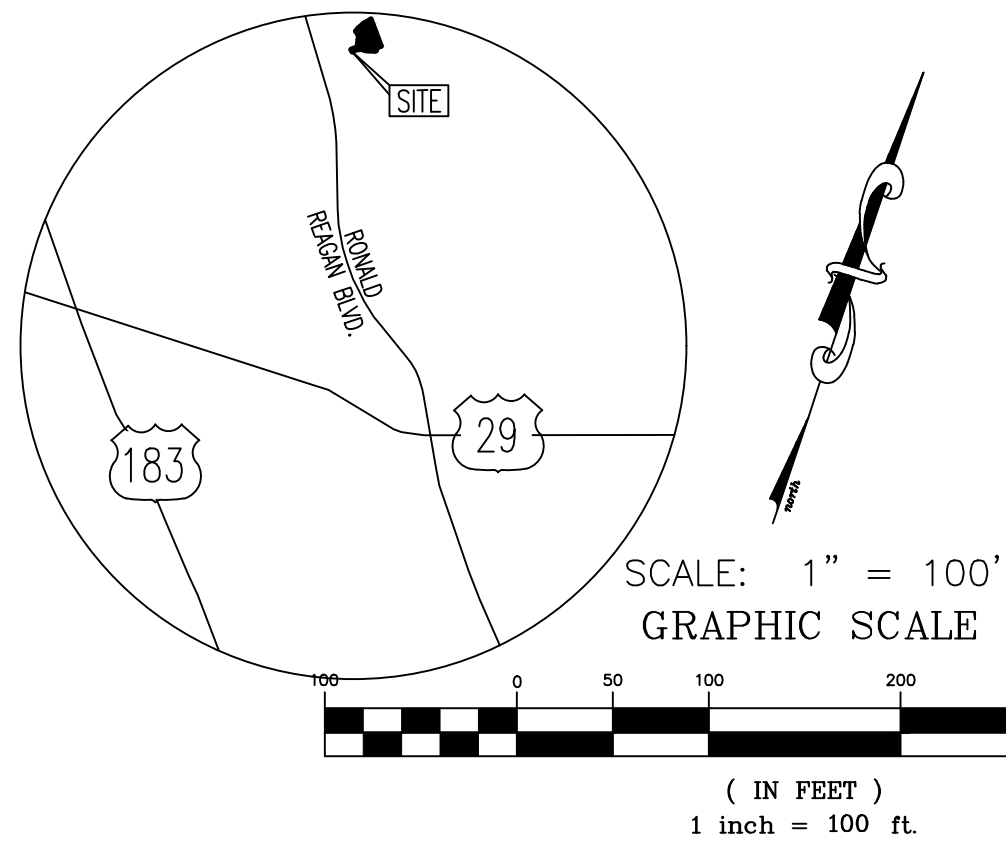
Reviewed By

Becky Pruitt

Date

04/07/2022 11:49 AM
 Started On: 04/07/2022 11:37 AM

SANTA RITA RANCH PHASE 2A, SECTION 4 FINAL PLAT



BRIAN AND CARA MASSEY
(10.17 ACRES)
DOC. NO. 2011069022

JAMES AND BETZI KELTON
(18.4395 ACRES)
DOC. NO. 1995024373

JAMES SANSOM
(20.0 ACRES)
DOC. NO. 1996045230

ROBERT ANDERSON, ET AL
(MUD 19C DIRECTORS LOT)
(2.720 ACRES)
DOC. NO. 2020015108

LEGEND

- BENCHMARK
- CAPPED 1/2" IRON ROD SET
- CAPPED 1/2" IRON ROD FOUND
- 1 LOT NUMBER
- Ⓐ BLOCK DESIGNATION
- B.S.L. BUILDING SETBACK LINE
- P.U.E. PUBLIC UTILITY EASEMENT
- D.E. DRAINAGE EASEMENT
- W.Q.E. WATER QUALITY EASEMENT
- L.S.E. LANDSCAPE EASEMENT
- APPROXIMATE LOCATION OF PROPOSED SIDEWALK
- MIN FFE XXX.X' MINIMUM FINISHED FLOOR ELEVATION
- 100 YEAR DEVELOPED FLOODPLAIN PER ATLAS 14

DATE: MARCH 29, 2022
OWNER:
SRFV DEVELOPMENT, LLC.
1700 CROSS CREEK LANE, STE. 100
LIBERTY HILL, TX 78642

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

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

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

TOTAL ACREAGE: 35.326 ACRES
SURVEY: B. MANLOVE SURVEY,
ABSTRACT NO. 417

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

ROAD TABLE

STREET NAMES	LINEAR FOOTAGE	R.O.W. WIDTH	PAVEMENT WIDTH	DESIGN SPEED	DESIGNATION	CLASSIFICATION
BASTIA COVE	348'	50' R.O.W.	33' FOC-FOC	25 M.P.H.	PUBLIC	LOCAL
CANDELA COURT	101'	50' R.O.W.	33' FOC-FOC	25 M.P.H.	PUBLIC	LOCAL
JACARANDA COURT	255'	50' R.O.W.	33' FOC-FOC	25 M.P.H.	PUBLIC	LOCAL
NITTA COVE	118'	50' R.O.W.	33' FOC-FOC	25 M.P.H.	PUBLIC	LOCAL
OLD TOWER ROAD	1,257'	80' R.O.W.	20' EOP-EOP	35 M.P.H.	PUBLIC	EXISTING COLLECTOR
TOWER ROAD	1,311'	120' R.O.W.	75' FOC-FOC	45 M.P.H.	PUBLIC	ARTERIAL
TRABUCO BEND	1,855'	50' R.O.W.	33' FOC-FOC	25 M.P.H.	PUBLIC	LOCAL
TOTAL	5,245'					

MATCH LINE SHEET 2

TBM 1:
CAPPED 1/2 INCH IRON ROD SET STAMPED "CONTROL".
N = 10221342.40, E = 3082144.18, ELEVATION = 894.63'

TBM 2:
CAPPED 1/2 INCH IRON ROD SET STAMPED "CONTROL".
N = 10221815.61, E = 3081978.68, ELEVATION = 883.28

TOTAL OF LOTS	63
SINGLE FAMILY LOTS:	60
OPEN SPACE LOTS:	1
O.S., L.S.E. & P.U.E. LOTS:	1
D.E., W.Q.E., O.S., L.S.E. & P.U.E. LOTS:	1

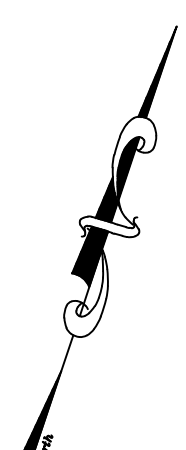
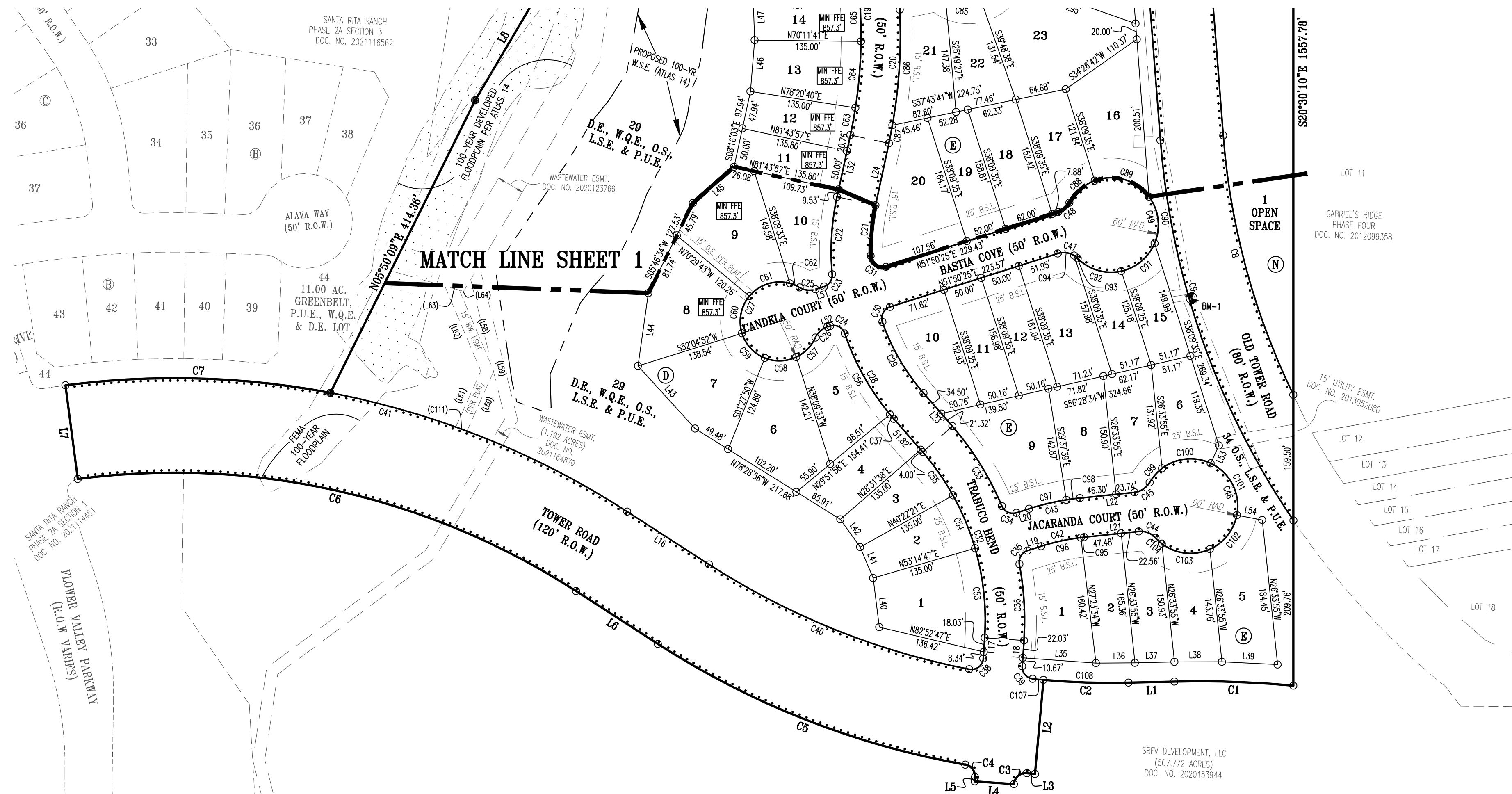
SHEET NO. 1 OF 5

Carlson, Brigance & Doering, Inc.

FIRM ID #F3791 REG. # 10024900

Civil Engineering Surveying
5501 West William Cannon Austin, Texas 78749
Phone No. (512) 280-5160 Fax No. (512) 280-5165

SANTA RITA RANCH PHASE 2A, SECTION 4 FINAL PLAT



SCALE: 1" = 100'
GRAPHIC SCALE



(IN FEET)
1 inch = 100 ft.

LEGEND			
	BENCHMARK		D.E. DRAINAGE EASEMENT
	CAPPED 1/2" IRON ROD SET		W.Q.E. WATER QUALITY EASEMENT
	CAPPED 1/2" IRON ROD FOUND		L.S.E. LANDSCAPE EASEMENT
	1 LOT NUMBER		APPROXIMATE LOCATION OF PROPOSED SIDEWALK
	(A) BLOCK DESIGNATION		MINIMUM FINISHED FLOOR ELEVATION
	B.S.L. BUILDING SETBACK LINE		100 YEAR DEVELOPED FLOODPLAIN PER ATLAS 14
	P.U.E. PUBLIC UTILITY EASEMENT		

SHEET NO. 2 OF 5

Carlson, Brigrance & Doering, Inc.

FIRM ID #F3791 REG. # 10024900

Civil Engineering 5501 West William Cannon
Phone No. (512) 280-5160

Surveying Austin, Texas 78749
Fax No. (512) 280-5165

SANTA RITA RANCH PHASE 2A, SECTION 4 FINAL PLAT

Line Table		
Line #	Length	Direction
L1	58.28	S68°06'53"W
L2	120.00	S15°18'03"E
L3	10.25	S74°58'34"W
L4	50.00	S73°30'05"W
L5	5.44	N16°29'55"W
L6	123.81	N77°38'57"W
L7	120.00	N28°00'38"W
L8	174.34	N09°59'46"E
L9	102.64	N07°56'36"W
L10	98.47	N50°32'27"E
L11	121.32	N52°31'32"E
L12	56.22	N36°03'33"E
L13	55.65	N51°58'10"E
L14	149.18	N59°42'31"E
L15	89.63	N54°19'33"E
L16	123.81	N77°38'57"W
L17	26.37	S16°29'55"E
L18	32.69	S16°29'55"E
L19	18.29	S51°50'25"W
L20	17.06	S51°50'25"W
L21	70.04	S63°26'05"W
L22	70.04	S63°26'05"W
L23	55.82	S61°28'22"E
L24	80.29	S08°16'03"E
L25	26.72	N57°25'50"E
L26	18.83	N57°25'50"E
L27	99.29	N42°36'15"W

Line Table		
Line #	Length	Direction
L28	26.26	N36°32'31"E
L29	11.68	N36°32'31"E
L30	88.88	S36°21'01"W
L31	60.81	S84°43'20"W
L32	80.29	S08°16'03"E
L33	71.03	N69°56'07"W
L34	94.29	S20°26'17"W
L35	93.22	N73°34'47"E
L36	49.38	N69°09'44"E
L37	50.17	N68°06'54"E
L38	60.33	N69°26'47"E
L39	70.84	N72°16'58"E
L40	62.77	S27°39'50"E
L41	42.60	S43°11'26"E
L42	43.19	S56°05'51"E
L43	107.63	S62°51'59"E
L44	93.43	S12°22'44"E
L45	69.71	S28°17'56"W
L46	65.37	S15°43'49"E
L47	46.68	S22°42'48"E
L48	55.98	S29°06'36"E
L49	65.78	S36°41'56"E
L50	48.45	S42°20'03"E
L51	11.33	N51°50'27"E
L52	3.40	N51°50'27"E
L53	25.00	S04°37'12"W

Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
C1	151.28	1300.00	S71°26'55"W	151.19	75.72	6°40'02"
C2	108.02	940.00	S71°24'25"W	107.96	54.07	6°35'03"
C3	24.02	15.00	S29°22'38"W	21.53	15.47	91°45'06"
C4	21.98	15.00	N58°29'07"W	20.07	13.50	83°58'25"
C5	422.24	1060.00	N89°03'39"W	419.45	213.95	22°49'22"
C6	662.17	940.00	S82°10'12"W	648.56	345.49	40°21'41"
C7	338.09	1060.00	N71°07'36"E	336.66	170.49	18°16'29"
C8	343.06	915.00	S35°37'54"E	341.06	173.57	21°28'56"
C9	517.07	995.00	S39°46'42"E	511.28	264.52	29°46'30"
C10	21.56	15.00	N16°14'51"E	19.75	13.12	82°21'57"
C11	25.56	15.00	N73°45'09"W	22.58	17.14	97°38'03"
C12	100.26	275.00	S46°59'10"W	99.70	50.69	20°53'19"
C13	118.49	325.00	S46°59'10"W	117.83	59.91	20°53'19"
C14	21.03	25.00	N60°38'13"E	20.41	11.18	48°11'23"
C15	34.53	25.00	S03°01'52"E	31.85	20.66	79°08'46"
C16	21.03	25.00	N66°41'57"W	20.41	11.18	48°11'23"
C17	153.17	50.00	S03°01'52"E	99.92	1279.86	175°31'32"
C18	137.10	645.00	N36°30'53"W	136.84	68.81	12°10'44"
C19	356.58	595.00	N25°26'09"W	351.26	183.82	34°20'12"
C20	170.83	645.00	N15°51'18"W	170.33	85.92	15°10'29"
C21	64.87	275.00	S15°01'30"E	64.72	32.59	13°30'55"
C22	98.93	325.00	S16°59'15"E	98.54	49.85	17°26'25"
C23	20.30	15.00	N13°04'00"E	18.79	12.05	77°32'54"
C24	23.27	15.00	N83°43'23"W	21.00	14.71	88°52'21"
C25	21.03	25.00	N75°56'08"E	20.41	11.18	48°11'23"
C26	21.03	25.00	S27°44'45"W	20.41	11.18	48°11'23"
C27	241.19	50.00	S38°09'33"E	66.67	44.72	276°22'46"
C28	125.85	325.00	S50°22'48"E	125.06	63.72	22°11'10"
C29	104.82	275.00	S50°33'13"E	104.18	53.05	21°50'19"
C30	23.95	15.00	S06°06'11"W	21.48	15.39	91°28'29"
C31	27.85	15.00	S74°58'16"E	24.02	20.04	106°22'37"
C32	255.11	325.00	N38°59'09"W	248.61	134.53	44°58'28"
C33	119.83	375.00	N52°19'07"W	119.32	60.43	18°18'31"
C34	22.25	15.00	S85°39'43"E	20.27	13.74	84°59'43"
C35	21.79	15.00	S10°13'32"W	19.92	13.32	83°13'47"
C36	97.46	375.00	N23°56'38"W	97.19	49.01	14°53'27"

Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
C37	7.60	325.00	N60°48'12"W	7.60	3.80	1°20'20"
C38	25.40	15.00	N32°00'20"E	22.47	16.96	97°00'29"
C39	23.03	15.00	S60°28'50"E	20.83	14.48	87°57'51"
C40	358.33	940.00	S88°34'12"E	356.16	181.37	21°50'28"
C41	746.70	1060.00	S82°10'12"W	731.36	389.60	40°21'41"
C42	55.65	275.00	S57°38'15"W	55.55	27.92	11°35'39"
C43	65.77	325.00	S57°38'15"W	65.65	33.00	11°35'39"
C44	23.55	25.00	N89°34'53"W	22.69	12.73	53°58'05"
C45	23.55	25.00	N36°27'02"E	22.69	12.73	53°58'05"
C46	301.53	60.00	N26°33'55"W	70.59	43.64	287°56'10"
C47	27.35	25.00	S83°11'05"W	26.01	15.23	62°41'20"
C48	19.26	25.00	N29°46'14"E	18.79	10.14	44°08'22"
C49	300.37	60.00	N28°53'06"W	71.52	44.54	286°49'42"
C50	21.17	15.00	S16°59'39"W	19.46	12.78	80°52'22"
C51	24.12	15.00	S76°29'51"E	21.61	15.57	92°08'39"
C52	241.19	50.00	N32°34'10"W	66.67	44.72	276°22'46"
C53	114.89	325.00	N26°37'34"W	114.30	58.05	20°15'19"
C54	73.02	325.00	N43°11'26"W	72.87	36.67	12°52'25"
C55	67.19	325.00	N55°33'01"W	67.07	33.72	11°50'44"
C56	118.25	325.00	N49°42'37"W	117.60	59.79	20°50'49"
C57	35.54	50.00	S24°00'48"W	34.80	18.56	40°43'28"
C58	41.09	50.00	S67°55'11"W	39.95	21.79	47°05'18"
C59	44.17	50.00	N63°13'39"W	42.75	23.64	50°37'02"
C60	49.96	50.00	N09°17'29"W	47.91	27.29	57°15'17"
C61	57.00	50.00	N51°59'37"E	53.96	32.05	65°18'57"
C62	13.42	50.00	S87°39'32"E	13.38	6.75	15°22'44"
C63	35.18	595.00	N09°57'41"W	35.18	17.60	3°23'17"
C64	84.63	595.00	N15°43'49"W	84.56	42.39	8°08'59"
C65	60.40	595.00	N22°42'48"W	60.37	30.23	5°48'58"
C66	72.46	595.00	N29°06'36"W	72.41	36.27	6°58'38"
C67	85.16	595.00	N36°41'56"W	85.08	42.65	8°12'00"
C68	18.75	595.00	N41°42'06"W	18.75	9.38	1°48'19"
C69	36.14	50.00	N70°05'18"W	35.36	18.90	41°24'40"
C70	38.49	50.00	N27°19'49"W	37.55	20.25	44°06'19"
C71	51.72	50.00	N24°21'31"E	49.45	28.45	59°16'21"
C72	26.82	50.00	N69°21'48"E	26.50	13.74	30°44'13"

Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
C73	53.38	325.00	N41°14'50"E	53.32	26.75	9°24'37"
C74	65.11	325.00	N51°41'29"E	65.00	32.66	11°28'42"
C75	3.50	275.00	S57°03'57"W	3.50	1.75	0°43'46"
C76	74.54	275.00	S48°56'11"W	74.31	37.50	15°31'46"
C77	22.22	275.00	S38°51'25"W	22.22	11.12	4°37'47"
C78	5.40	645.00	S42°21'52"E	5.40	2.70	0°28'46"
C79	131.71	645.00	S36°16'30"E	131.48	66.08	11°41'58"
C80	33.51	50.00	N28°26'26"E	32.89	17.41	38°23'58"
C81	41.51	50.00	N71°25'21"E	40.33	22.03	47°33'52"
C82	38.37	50.00	S62°48'49"E	37.43	20.18	43°57'49"
C83	34.69	50.00	S20°57'18"E	34.00	18.08	39°45'13"
C84	44.74	50.00	S24°33'21"W	43.26	23.99	51°16'03"
C85	48.37	50.00	S77°54'18"W	46.51	26.27	55°25'50"
C86	147.43	645.00	S16°53'38"E	147.11	74.04	13°05'48"
C87	23.39	645.00	S09°18'24"E	23.39	11.70	2°04'41"
C88	43.49	60.00	N28°27'57"E	42.54	22.75	41°31'48"
C89	77.04	60.00	N86°00'45"E	71.85	44.86	73°33'47"
C90	62.51	60.00	S27°21'40"E	59.72	34.42	50°41'23"
C91	57.17	60.00	S29°46'44"W	55.03	30.96	54°35'26"
C92	60.17	60.00	S85°48'06"W	57.68	32.89	57°27'18"
C93	5.69	25.00	N71°59'32"W	5.68	2.86	13°02'33"
C94	21.66	25.00	S76°39'49"W	20.99	11.56	49°38'47"
C95	3.97	275.00	S63°01'15"W	3.97	1.99	0°49'38"
C96	51.68	275.00	S57°13'26"W	51.60	25.92	10°46'01"
C97	48.40	325.00	N56°06'23"E	48.35	24.24	8°31'56"
C98	17.37	325.00	N61°54'13"E	17.37	8.69	3°03'44"
C99	24.21	60.00	N21°01'28"E	24.04	12.27	23°06'58"
C100	64.97	60.00	N63°36'05"E	61.84	36.08	62°02'15"
C101	79.45	60.00	S47°26'38"E	73.77	46.77	75°52'20"
C102	57.37	60.00	S17°53'01"W	55.21	31.09	54°46'59"
C103	64.57	60.00	S76°06'16"W	61.50	35.81	61°39'29"
C104	10.96	60.00	N67°49'55"W	10.95	5.50	10°28'10"
C105	21.03	25.00	S81°31'31"W	20.41	11.18	48°11'23"
C106	21.03	25.00	N33°20'08"E	20.41	11.18	48°11'23"
C107	13.75	940.00	N75°07'05"E	13.75	6.88	0°50'17"
C108	121.77	940.00	N71°49'34"E	121.69	60.97	7°25'21"

Carlson, Brigrance & Doering, Inc.

FIRM ID #F3791 REG. # 10024900

Civil Engineering Surveying
5501 West William Cannon Austin, Texas 78749
Phone No. (512) 280-5160 Fax No. (512) 280-5165

SANTA RITA RANCH PHASE 2A, SECTION 4 FINAL PLAT

GENERAL:

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

DRAINAGE AND FLOODPLAIN:

1. EXCEPT IN CERTAIN ISOLATED AREAS REQUIRED TO MEET ACCESSIBILITY REQUIREMENTS, THE MINIMUM LOWEST FINISHED FLOOR ELEVATION SHALL BE ONE FOOT HIGHER THAN THE HIGHEST SPOT ELEVATION THAT IS LOCATED WITHIN FIVE FEET OUTSIDE THE PERIMETER OF THE BUILDING, OR ONE FOOT ABOVE THE BFE, WHICHEVER IS HIGHER.
2. A DE FACTO CERTIFICATE OF COMPLIANCE IS HEREBY ISSUED FOR ALL LOTS WITHIN THIS SUBDIVISION, EXCEPT LOTS 8, 9 & 11-20, BLOCK D. THIS CERTIFICATE IS VALID UNTIL SUCH TIME AS FEMA REVISES OR NEWLY ADOPTS FLOODPLAIN BOUNDARIES IN THIS AREA.
3. THE MINIMUM FINISHED FLOOR ELEVATIONS SHOWN ON THIS PLAT WERE DETERMINED BY ADDING ONE (1) FOOT TO THE BASE FLOOD ELEVATION (BFE) AS DETERMINED BY A STUDY PREPARED BY CARLSON BRIGANCE, & DOERING, INC., DATED SEPTEMBER 24, 2021.
4. THIS SUBDIVISION IS SUBJECT TO STORM-WATER MANAGEMENT CONTROLS AS REQUIRED BY WILLIAMSON COUNTY SUBDIVISION REGULATIONS, SECTION B11.1, ON NEW DEVELOPMENT THAT WOULD EVOKE SUCH CONTROLS BEYOND EXISTING CONDITIONS.
5. 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.

WATER AND WASTEWATER:

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

ROADWAY AND RIGHT-OF-WAY:

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

METES AND BOUNDS

BEING ALL OF THAT CERTAIN 35.326 ACRE TRACT OF LAND SITUATED IN THE B. MANLOVE SURVEY, ABSTRACT NUMBER 417, WILLIAMSON COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED AS BEING A PORTION OF A CALLED 507.772 TRACT OF LAND CONVEYED TO SRFV DEVELOPMENT, LLC IN DOCUMENT NUMBER 2020153944, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 35.326 ACRE TRACT OF LAND BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, AT A CAPPED 1/2 INCH IRON ROD FOUND AT THE NORTHEAST CORNER OF SAID 507.772 ACRES, BEING AT THE NORTHWEST CORNER OF LOT 10, GABRIEL'S RIDGE, PHASE FOUR, A SUBDIVISION RECORDED IN DOCUMENT NUMBER 2012099358, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAME BEING IN THE SOUTH RIGHT-OF-WAY LINE OF COUNTY ROAD 258 (R.O.W. VARIES), FOR THE NORTHEAST CORNER AND THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT,

THENCE, S20°30'10"E, WITH THE EAST LINE OF SAID 507.772 ACRE TRACT AND THE WEST LINE OF SAID GABRIEL'S RIDGE, PHASE FOUR, PASSING THE SOUTH LINE OF SAID GABRIEL'S RIDGE, PHASE FOUR, AND CONTINUING OVER AND ACROSS SAID 507.772 ACRE TRACT OF LAND, A TOTAL DISTANCE OF 1557.78 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" AT THE BEGINNING OF A CURVE TO THE LEFT, FOR THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND,

THENCE, CONTINUING OVER AND ACROSS SAID 507.772 ACRE TRACT OF LAND, THE FOLLOWING THIRTEEN (13) COURSES AND DISTANCES, NUMBERED 1 THROUGH 13,

- 1) ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 1300.00 FEET, AN ARC LENGTH OF 151.28 FEET, AND A CHORD THAT BEARS S71°26'55"W, A DISTANCE OF 151.19 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
- 2) S68°06'53"W, A DISTANCE OF 58.28 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER, BEING AT THE BEGINNING OF A CURVE TO THE RIGHT,
- 3) ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 940.00 FEET, AN ARC LENGTH OF 108.02 FEET, AND A CHORD THAT BEARS S71°24'25"W, A DISTANCE OF 107.96 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
- 4) S15°18'03"E, A DISTANCE OF 120.00 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
- 5) S74°58'34"W, A DISTANCE OF 10.25 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER, BEING AT THE BEGINNING OF A CURVE TO THE LEFT,
- 6) ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 15.00 FEET, AN ARC LENGTH OF 24.02 FEET, AND A CHORD THAT BEARS S29°22'38"W, A DISTANCE OF 21.53 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
- 7) S73°30'05"W, A DISTANCE OF 50.00 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
- 8) N16°29'55"W, A DISTANCE OF 5.44 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER, BEING AT THE BEGINNING OF A CURVE TO THE LEFT,
- 9) ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 15.00 FEET, AN ARC LENGTH OF 21.98 FEET, AND A CHORD THAT BEARS N58°29'07"W, A DISTANCE OF 20.07 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER, BEING AT THE BEGINNING OF A CURVE TO THE RIGHT,
- 10) ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 1060.00 FEET, AN ARC LENGTH OF 422.24 FEET, AND A CHORD THAT BEARS N89°03'39"W, A DISTANCE OF 419.45 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
- 11) N77°38'57"W, A DISTANCE OF 123.81 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER, BEING AT THE BEGINNING OF A CURVE TO THE LEFT,
- 12) ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 940.00 FEET, AN ARC LENGTH OF 662.17 FEET, AND A CHORD THAT BEARS S82°10'12"W, A DISTANCE OF 648.56 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER, AND
- 13) N28°00'38"W, A DISTANCE OF 120.00 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" IN THE SOUTH LINE OF LOT 44, BLOCK B, SANTA RITA RANCH, PHASE 2A, SECTION 3, A SUBDIVISION RECORDED IN DOCUMENT NUMBER 2021116562, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, BEING AT THE BEGINNING OF A CURVE TO THE RIGHT, FOR A WESTERN CORNER OF THE HEREIN DESCRIBED TRACT OF LAND,

THENCE, CONTINUING OVER AND ACROSS SAID 507.772 ACRE TRACT, AND WITH THE BOUNDARY LINE OF SAID SANTA RITA RANCH, PHASE 2A, SECTION 3, THE FOLLOWING FIVE (5) COURSE AND DISTANCES, NUMBERED 1 THROUGH 5,

- 1) ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 1060.00 FEET, AN ARC LENGTH OF 338.09 FEET, AND A CHORD THAT BEARS N71°07'36"E, A DISTANCE OF 336.66 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE" FOR CORNER,
- 2) N05°50'09"E, A DISTANCE OF 414.36 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER,
- 3) N09°59'46"E, A DISTANCE OF 174.34 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER,
- 4) N07°56'36"E, A DISTANCE OF 102.64 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER, AND
- 5) N36°27'30"W, PASSING THE SOUTHEAST CORNER OF A CALLED 8.126 ACRE TRACT OF LAND CONVEYED TO REAGAN RIVER HOLDINGS, LTD IN DOCUMENT NUMBER 2021011817, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, CONTINUING FOR A TOTAL DISTANCE OF 256.71 FEET TO A 1/2 INCH IRON ROD FOUND AT A NORTHERN CORNER OF SAID 507.772 ACRE TRACT, BEING AT AN EASTERN CORNER OF SAID 8.126 ACRE TRACT OF LAND, SAME BEING IN THE SOUTH LINE OF SAID COUNTY ROAD 258, FOR A NORTHWESTERN CORNER OF THE HEREIN DESCRIBED TRACT OF LAND,

THENCE, WITH THE NORTH LINE OF SAID 507.772 ACRE TRACT OF LAND AND THE SOUTH LINE OF SAID COUNTY ROAD 258, THE FOLLOWING EIGHT (8) COURSES AND DISTANCES, NUMBERED 1 THROUGH 8,

- 1) N44°18'15"E, A DISTANCE OF 286.48 FEET TO A CAPPED 1/2 INCH IRON ROD SET FOR CORNER,
- 2) N50°32'27"E, A DISTANCE OF 98.47 FEET TO A CAPPED 1/2 INCH IRON ROD SET FOR CORNER,
- 3) N52°31'32"E, A DISTANCE OF 121.32 FEET TO A CAPPED 1/2 INCH IRON ROD SET FOR CORNER,
- 4) N36°03'33"E, A DISTANCE OF 56.22 FEET TO A CAPPED 1/2 INCH IRON ROD SET FOR CORNER,
- 5) N51°58'10"E, A DISTANCE OF 55.65 FEET TO A CAPPED 1/2 INCH IRON ROD SET FOR CORNER,
- 6) N59°42'31"E, A DISTANCE OF 149.18 FEET TO A CAPPED 1/2 INCH IRON ROD SET FOR CORNER,
- 7) N60°25'36"E, WITH THE NORTHERN TERMINUS LINE OF OLD TOWER ROAD (80' R.O.W.), A DISTANCE OF 199.56 FEET TO A CAPPED 1/2 INCH IRON ROD SET FOR CORNER, AND
- 8) N54°19'33"E, A DISTANCE OF 89.63 FEET TO THE POINT OF BEGINNING AND CONTAINING 35.326 ACRES OF LAND.

SHEET NO. 4 OF 5



J:\AC3D\5338\Survey\PLAT - SANTA RITA RANCH 2A-4

SANTA RITA RANCH PHASE 2A, SECTION 4 FINAL PLAT

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

KNOW ALL MEN BY THESE PRESENTS:

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

"SANTA RITA RANCH PHASE 2A, SECTION 4 FINAL PLAT"

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 29 DAY OF March, 2022

SRFV DEVELOPMENT, LLC.
A TEXAS LIMITED LIABILITY COMPANY

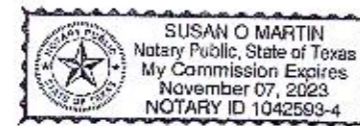
BY: [Signature]
JAMES EDWARD HORNE, VICE PRESIDENT
1700 CROSS CREEK LANE, STE. 100
LIBERTY HILL, TX 78642

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

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

WITNESS MY HAND AND SEAL OF OFFICE, THIS THE 29th DAY OF March, 2022 A.D.

[Signature]
NOTARY PUBLIC IN AND FOR WILLIAMSON COUNTY, TEXAS



STATE OF TEXAS:
COUNTY OF TRAVIS:

A PORTION OF THIS TRACT IS WITHIN THE 100 YEAR FLOOD PLAIN AS SHOWN ON FLOOD INSURANCE RATE COMMUNITY PANEL #48491C0275E, EFFECTIVE SEPTEMBER 26, 2008 FOR WILLIAMSON COUNTY, TEXAS.

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

ENGINEERING BY: [Signature] 3/29/2022 DATE
STEVEN P. CATES, P.E. NO. 93648
CARLSON, BRIGANCE & DOERING, INC.
5501 WEST WILLIAM CANNON DRIVE
AUSTIN, TEXAS 78749



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

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

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

STATE OF TEXAS:
COUNTY OF TRAVIS:

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

SURVEYED BY: [Signature] 29 March 2022 DATE
AARON V. THOMASON, R.P.L.S. NO. 6214
CARLSON, BRIGANCE & DOERING, INC.
5501 WEST WILLIAM CANNON DRIVE
AUSTIN, TEXAS 78749
aaron@cbden.com



CONSENT OF MORTGAGEE

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

INTERNATIONAL BANK OF COMMERCE,
A TEXAS BANKING ASSOCIATION

BY: [Signature]
PRINTED NAME: Nick Fuhrman
TITLE: Senior Vice President

STATE OF TEXAS
COUNTY OF Travis

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 29 DAY OF March, 2022, A.D.

BY: [Signature]
NOTARY PUBLIC, STATE OF TEXAS

PRINTED NAME: Araceli Hernandez
MY COMMISSION EXPIRES: 6-2-2024



CITY OF LIBERTY HILL APPROVAL

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

[Signature]
JERRY MILLARD, JR., INTERIM DIRECTOR OF PLANNING
CITY OF LIBERTY HILL, TEXAS

March 31 2022
DATE

ROAD NAME & 911 ADDRESSING APPROVAL

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE 29 DAY OF March, 2022 A.D.

[Signature]
WILLIAMSON COUNTY ADDRESSING COORDINATOR
WILLIAMSON COUNTY, TEXAS

PRINTED NAME: Cindy Bidges

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

KNOW ALL MEN BY THESE PRESENTS:

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

BILL GRAVELL JR., COUNTY JUDGE
WILLIAMSON COUNTY, TEXAS

DATE

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

KNOW ALL MEN BY THESE PRESENTS:

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

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

NANCY RISTER, CLERK COUNTY COURT
OF WILLIAMSON COUNTY, TEXAS

BY: _____ DEPUTY

PRINTED NAME: _____



Commissioners Court - Regular Session

24.

Meeting Date: 04/12/2022

License agreement with Parkside on the River Master Community Inc – 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 approving a license agreement with Parkside on the River Master Community, Inc. – Precinct 3.

Background

This license agreement is to allow Parkside on the River Master Community, Inc. to install and maintain landscaping and irrigation within the rights-of-way of the Parkside on the River subdivision. This license agreement has been reviewed by Legal.

Fiscal Impact

From/To	Acct No.	Description	Amount
---------	----------	-------------	--------

Attachments

license agreement - Parkside on the River

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Adam Boatright

Final Approval Date: 04/07/2022

Reviewed By

Becky Pruitt

Date

04/07/2022 11:50 AM

Started On: 04/07/2022 11:42 AM

WILLIAMSON COUNTY
LICENSE AGREEMENT

WILLIAMSON COUNTY, a political subdivision of the State of Texas (“County”), and **Parkside on the River Master Community, Inc.**, an HOA (“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:

Parkside on the River Master Community, Inc.
c/o Kith Management Services- Denise Gehrmann-Jimenez
P.O. Box 700443
San Antonio, TX 78270
[E-mail: djimenez@kithmanagement.com](mailto:djimenez@kithmanagement.com)

with copies to: Blake Magee Company
Attn: Amy Lynn Payne
1011 North Lamar
Austin, Texas 78703
[E-mail: amy@blakemageeco.com](mailto:amy@blakemageeco.com)

To County At:

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

Parkside on the River Master Community, Inc.
a n HOA

By: Amy Lynn Payne

Printed Name: Amy Lynn Payne

Title: President

Date: April 7th, 2022

ATTEST:

By: Blair Bonilla
Secretary

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this the 7th day of April, 2022, by Amy Lynn Payne, President of Parkside on the River Master Community Inc in Williamson County, Texas.

Holly H. Fullerton
NOTARY PUBLIC, State of Texas

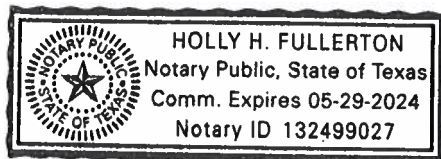


EXHIBIT "A"

LICENSED PROPERTY

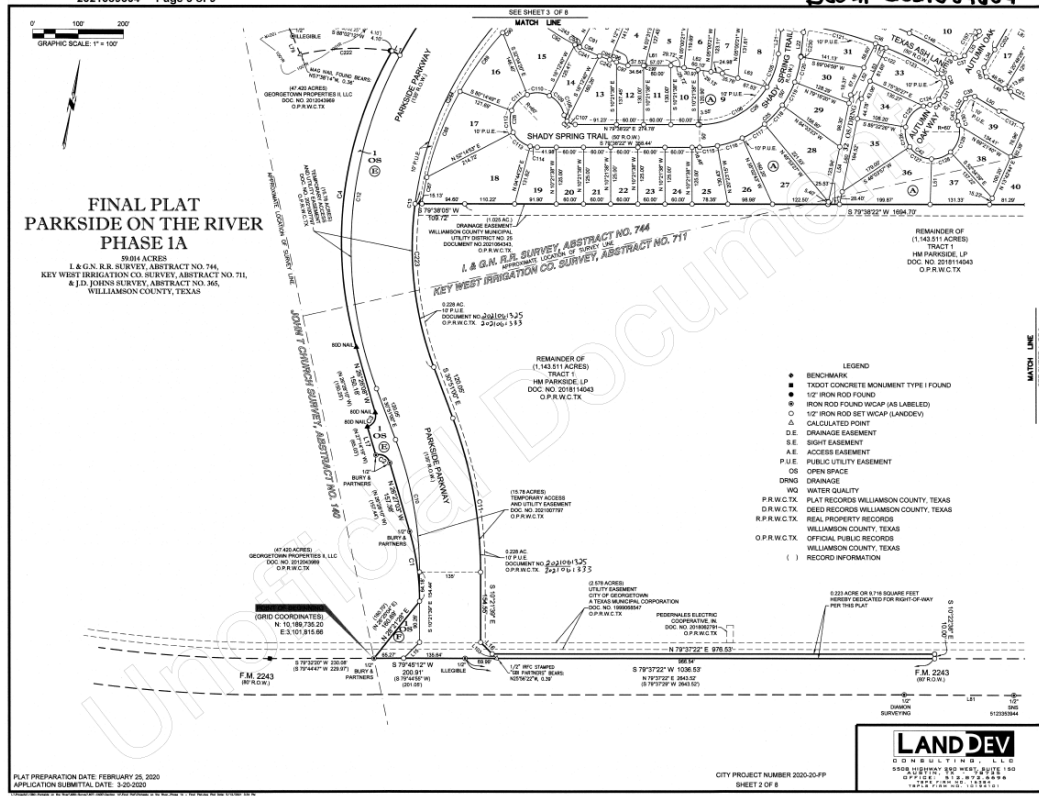
The portions of public rights-of-way between the edge of pavement or back of curb to the outer boundary of said rights-of-way within and adjacent to the portion of Parkside Parkway, Texas Ash Drive, Spring Time Drive, Greenview Parkway and Winding River Way located within the Parkside on the River subdivision and depicted in **Exhibit "A-1"**. For reference, the Parkside on the River Phase 1A subdivision is generally depicted in **Exhibit "A-2"**, the Parkside on the River Phase 2, Section 1 subdivision is generally depicted in **Exhibit "A-3"**, and the Parkside on the River Phase 2, Section 2 subdivision is generally depicted on **Exhibit "A-4"**.

EXHIBIT "A-2"

PARKSIDE ON THE RIVER PHASE 1A

2021089604 Page 3 of 9

Doc # 2021089604



2021089604 Page 4 of 9

Doc # 2021089604

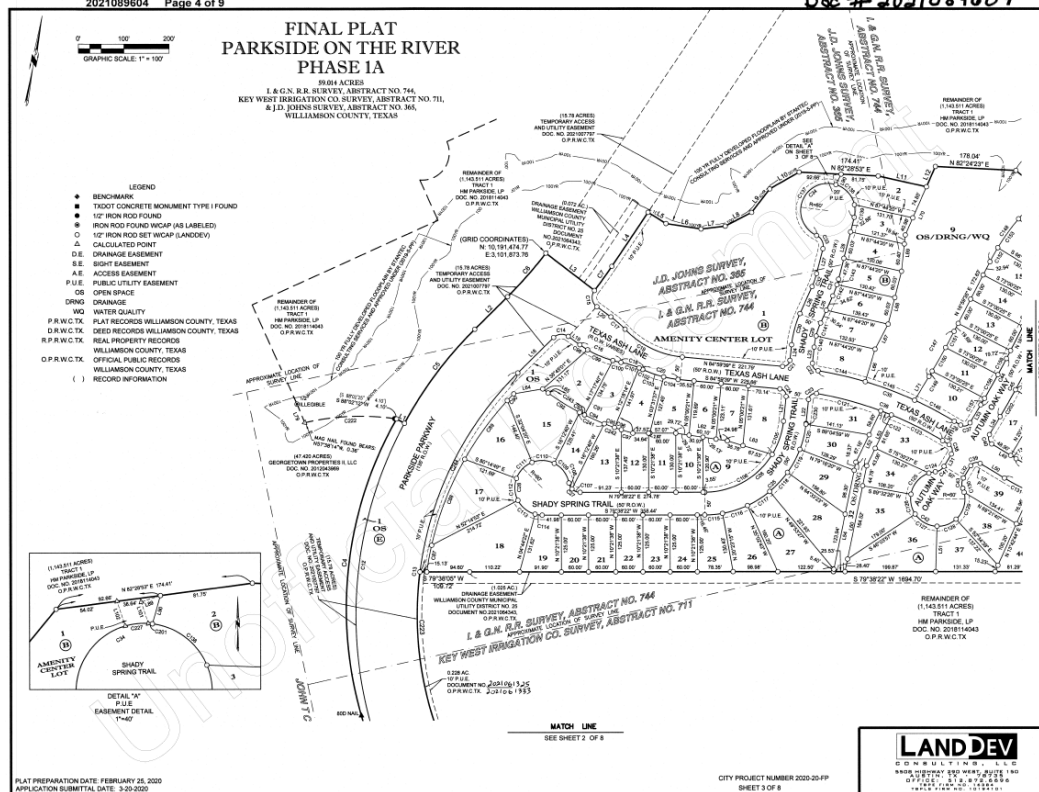


EXHIBIT "A-4"

PARKSIDE ON THE RIVER PHASE 2, SECTION 2

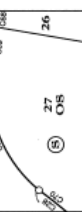
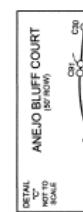
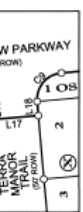
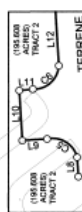
Doc # 202100053

FINAL PLAT
PARKSIDE ON THE RIVER
PHASE 2, SECTION 2
 18.83 ACRES
 JOSEPH THOMPSON SURVEY, ABSTRACT NO. 606,
 WILLIAMSON COUNTY, TEXAS

17782 ACRES
 (17782 ACRES)
 EDWIN H. WALKER, JR.
 DOC. NO. 20170476
 O.P.R.W.C.T.X.

REMAINDER OF
 (1) 17782 ACRES
 (1) 17782 ACRES
 S 1720' 00" E 0.121'
 170.62'

REMAINDER OF
 (1) 18.83 ACRES
 (1) 18.83 ACRES
 S 1720' 00" E 0.121'
 170.62'



- LEGEND**
- TYPED CONCRETE MONUMENT TYPE I FOUND
 - IRON ROD FOUND (SIZE AS NOTED)
 - IRON ROD WITH CAP FOUND (AS NOTED)
 - 1/2" IRON ROD W/ PLASTIC CAP STAMPED
 - "LANDSEY" SET
 - △ CALCULATED POINT
 - P.U.E. PUBLIC UTILITY EASEMENT
 - O.S. OPEN SPACE
 - W.Q. WATER QUALITY
 - C.S.F. COTTON GIN SPRINGLE FOUND
 - O.P.R.W.C.T.X. OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
 - () RECORD INFORMATION PER DOC. 201816043, O.P.R.W.C.T.X.
 - () RECORD INFORMATION PER DOC. 2020286300, O.P.R.W.C.T.X.



CITY PROJECT NUMBER 2020-64-PP
 SHEET 2 OF 6



PLAT PREPARATION DATE: AUGUST 25, 2020
 APPLICATION SUBMITTAL DATE: OCTOBER 19, 2020

Commissioners Court - Regular Session

25.

Meeting Date: 04/12/2022

National Public Safety Telecommunicators Week

Submitted By: Connie Odom, Public Information Office

Department: Public Information Office

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a resolution proclaiming April 10-16, 2022, as National Public Safety Telecommunicators Week in Williamson County and recognize Andrew Saucedo for receiving the 2022 Texas APCO Technical Professional of the Year Award.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
---------	----------	-------------	--------

Attachments

Nat. Telecommunicators Week Resolution

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Connie Odom

Final Approval Date: 04/07/2022

Reviewed By

Becky Pruitt

Date

04/07/2022 10:56 AM

Started On: 04/07/2022 09:29 AM

State of Texas
County of Williamson
Know all men by these presents:

THAT ON THIS, the 12th day of April 2022, the Commissioners Court of Williamson County, Texas, met in duly called session at the Courthouse in Georgetown, with the following members present;

Bill Gravell, Jr., County Judge
Terry Cook, Commissioner, Precinct One
Cynthia Long, Commissioner, Precinct Two
Valerie Covey, Commissioner, Precinct Three
Russ Boles, Commissioner, Precinct Four

And at said meeting, among other business, the Court considered the following

RESOLUTION

WHEREAS: Williamson County serves as the County Government for the people of Williamson County. Its emergency communications system serves 14 law enforcement agencies, Williamson County Emergency Medical Services, Georgetown Medical Assist Team, and 13 fire departments.

WHEREAS: Williamson County is committed to providing the highest quality emergency communications system and services to the citizens of the region; and

WHEREAS: Williamson County recognizes the professional and unending services of the nearly 50 telecommunicators who answer 9-1-1 calls on a daily basis; and

WHEREAS: The 9-1-1 telecommunicators are the link between people calling for help in an emergency situation and the emergency response agencies who arrive on the scene; and

WHEREAS: The 9-1-1 telecommunicators are the true first responders and backbone of the 9-1-1 system; and

WHEREAS: Williamson County telecommunicators all undergo a rigorous 8-week academy and months of training to best serve the citizens of Williamson County; and

WHEREAS: The Governor of the State of Texas has historically acknowledged the second full week of April as National Telecommunicator Week.

NOW THEREFORE BE IT RESOLVED: That on behalf of the telecommunicators in Williamson County, the Commissioners Court of Williamson County does hereby declare the week of April 10-16, 2022, as National Public Safety Telecommunicators Week.

RESOLVED THIS 12th DAY OF APRIL, 2022

Attest: _____
Nancy E. Rister
Williamson County Clerk

Bill Gravell, Jr.
Williamson County Judge

Commissioners Court - Regular Session

26.

Meeting Date: 04/12/2022

Proclamation-ACO Appreciation Week for Sheriff's Office

Submitted For: Mike Gleason

Submitted By: Starla Hall, Sheriff

Department: Sheriff

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Proclamation recognizing April 10-16, 2022 as National Animal Control Officer Appreciation Week.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
---------	----------	-------------	--------

Attachments

ACO Recognition

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Starla Hall

Final Approval Date: 03/28/2022

Reviewed By

Becky Pruitt

Date

03/28/2022 12:27 PM

Started On: 03/24/2022 08:47 PM

**To recognize National Animal Control Officer Appreciation Week
April 10-16, 2022**

WHEREAS, the National Animal Care & Control Association has designated the second week of April each year as National Animal Control Officer Appreciation Week; and

WHEREAS, Animal Control Officers dedicate their careers to protecting the welfare of helpless animals that have been rescued from injury, disease, and starvation; and

WHEREAS, everyday Animal Control Officers provide the essential community functions of enforcing animal control laws, protecting the public from diseases such as rabies, educating the public on the proper care of our community's pets; seek justice in cases of abused, neglected and abandoned animals by conducting humane investigations and protect the welfare of helpless animals and pets from injury, disease and starvation; and

WHEREAS, various federal, state, and local government officials throughout the country take this time to recognize, thank and commend all Animal Control Officers for the dedicated services they provide to the citizens, public safety and public service agencies across the nation; and

WHEREAS, Williamson County recognizes the Animal Control Officers for the many dedicated and long hours of service they perform in providing the highest and most efficient level of customer service to the residents of our community, and

NOW THEREFORE, BE IT PROCLAIMED that the Commissioners Court of Williamson County, State of Texas, hereby proclaims April 10-16, 2022 as National Animal Control Officer Appreciation Week in Williamson County, Texas and encourage all citizens to join us in expressing their sincere appreciation for the service and dedication of our Animal Control Officers.

Dated this 12th day of April 2022

Judge Bill Gravell

Commissioners Court - Regular Session

27.

Meeting Date: 04/12/2022

Park Donations BA Rev 04.12.22

Submitted For: Melanie Denny

Submitted By: Melanie Denny, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

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

Background

Donations include a \$350.00 park donation in memory of Terry Roberts from Shawn, Ty, and Taylor Roberts. \$100.00 park donation in memory of Terry Roberts from Larry Cates and Benita Bonner. \$139.00 in general donations.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.367403	Park Donations	\$589.00

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Melanie Denny

Final Approval Date: 04/06/2022

Reviewed By

Becky Pruitt

Date

04/06/2022 09:55 AM

Started On: 04/05/2022 11:03 AM

Commissioners Court - Regular Session

28.

Meeting Date: 04/12/2022

Park Donations BA Exp 04.12.22

Submitted For: Melanie Denny

Submitted By: Melanie Denny, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

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

Background

Donations include a \$350.00 park donation in memory of Terry Roberts from Shawn, Ty, and Taylor Roberts. \$100.00 park donation in memory of Terry Roberts from Larry Cates and Benita Bonner. \$139.00 in general donations.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0510.003670	Use of Donations	\$589.00

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Melanie Denny

Final Approval Date: 04/06/2022

Reviewed By

Becky Pruitt

Date

04/06/2022 09:56 AM

Started On: 04/05/2022 11:03 AM

Commissioners Court - Regular Session

29.

Meeting Date: 04/12/2022

Animal Shelter Donations BA Rev 04.12.22

Submitted For: Melanie Denny

Submitted By: Melanie Denny, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment acknowledging additional revenues for the Williamson County Regional Animal Shelter Donation Fund.

Background

This is for donation collections for January 2022 through March 2022.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0546.0000.367404	Animal Shelter Donations	\$288,442.88
	0546.0000.367440	Jane's Fund Donations	\$10,170.22
	0546.0000.367442	Play Yard Donations	\$555.00
	0546.0000.367443	Heart Worm Donations	\$265.00
	0546.0000.367445	SIT Team Donations	\$663.00
	0546.0000.367447	Animal Transport Donations	\$70.00
	0546.0000.367448	Kitten Care Donations	\$9,714.93
	0546.0000.370150	Sales of Pet Care Products	\$718.12

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Melanie Denny

Final Approval Date: 04/06/2022

Reviewed By

Becky Pruitt

Date

04/06/2022 09:56 AM

Started On: 04/05/2022 07:34 PM

Commissioners Court - Regular Session

30.

Meeting Date: 04/12/2022

Animal Shelter Donations BA Exp 04.12.22

Submitted For: Melanie Denny

Submitted By: Melanie Denny, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment acknowledging additional expenditures for the Williamson County Regional Animal Shelter Donation Fund.

Background

This is for donation collections for January 2022 through March 2022.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0546.0546.003510	Purchases for Resale	\$718.12
	0546.0546.003670	Use of Donations	\$288,442.88
	0546.0546.004100	Professional Services	\$10,170.22
	0546.0546.004105	Foster Home Care	\$9,714.93
	0546.0546.004231	Travel	\$70.00
	0546.0546.004232	Training	\$663.00
	0546.0546.004509	Facility Enhancements	\$555.00
	0546.0546.004975	Animal Medical Care	\$265.00

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Melanie Denny

Final Approval Date: 04/06/2022

Reviewed By

Becky Pruitt

Date

04/06/2022 09:56 AM

Started On: 04/05/2022 07:35 PM

Commissioners Court - Regular Session

31.

Meeting Date: 04/12/2022

Budget Amendment for the General Fund

Submitted By: Tomika Lynce, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional revenues to the General Fund and commit these funds as part of the CIP Program.

Background

The budget amendment will recognize the additional revenue from insurance proceeds on the parks (Berry Springs, Expo, Blackland, Southwest/Splashpad and River Ranch) that were damaged during the April 2021 hail. Since the repairs will cross fiscal years, the Parks revenues and expenditures will be tracked in the project module and will be committed to the CIP plan.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.364100	Insurance Proceeds	\$635,026.28

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Tomika Lynce

Final Approval Date: 04/07/2022

Reviewed By

Becky Pruitt

Date

04/07/2022 10:50 AM

Started On: 04/05/2022 01:06 PM

Commissioners Court - Regular Session

32.

Meeting Date: 04/12/2022

Budget Amendment for General Fund

Submitted By: Tomika Lynce, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

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

Background

The budget amendment will recognize the additional expenditures to the parks (Berry Springs, Expo, Blackland, Southwest/Splashpad and River Ranch) that were damaged during the April 2021 hail storm. Since the repairs will cross fiscal years, the Parks revenues and expenditures will be tracked in the project module and will be committed to the CIP plan.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0409.000777	Transfer to Capital Project	\$635,026.28

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Tomika Lynce

Final Approval Date: 04/07/2022

Reviewed By

Becky Pruitt

Date

04/07/2022 10:52 AM

Started On: 04/06/2022 09:57 AM

Commissioners Court - Regular Session

Meeting Date: 04/12/2022

LIT for the Parks Department

Submitted By: Tomika Lynce, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a line item transfer for the Parks Department and commit these funds as part of the CIP Program.

Background

The transfer is necessary for the parks (Berry Springs, Expo, Blackland, Southwest/Splashpad and River Ranch) that were damaged during the April 2021 hail storm. Since the repairs will cross fiscal years, the Parks revenues and expenditures will be tracked in the project module and will be committed to the CIP plan. This transfer is also necessary to create new project numbers to accurately track revenues and expenditures. P589 (Berry Springs Hail Storm Repairs), P591 (EXPO Hail Storm Repairs), P592 (Blackland Hail Storm Repairs), P593 (Southwest/Splashpad Hail Storm Repairs) and P594 (River Ranch Hail Storm Repairs).

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0510.003001	Small Equipment & Tools < 5K	\$4,000
From	0100.0510.004232	Training, Conf., Seminars	\$2,750
From	0100.0510.004509	Facility Enhancements	\$50,000
From	0100.0510.004510	Facility Repairs	\$67,745
From	0100.0510.004515	Trail Maintenance	\$2,000
To	0100.0409.000777	Transfer to Capital Project	\$126,495

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Tomika Lynce

Final Approval Date: 04/07/2022

Reviewed By

Becky Pruitt

Date

04/07/2022 10:50 AM

Started On: 04/05/2022 11:59 AM

Commissioners Court - Regular Session

34.

Meeting Date: 04/12/2022

LIT for the Facilities Management Department

Submitted By: Tomika Lynce, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on a line item transfer for the Facilities Management Department and commit these funds as part of the CIP Program.

Background

The transfer is necessary for the parks (Berry Springs, Expo, Blackland, Southwest/Splashpad and River Ranch) that were damaged during the April 2021 hail storm. Since the repairs will cross fiscal years, the Parks revenues and expenditures will be tracked in the project module and will be committed to the CIP plan. This transfer is also necessary to create new project numbers to accurately track revenues and expenditures. P589 (Berry Springs Hail Storm Repairs), P591 (EXPO Hail Storm Repairs), P592 (Blackland Hail Storm Repairs), P593 (Southwest/Splashpad Hail Storm Repairs) and P594 (River Ranch Hail Storm Repairs).

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0509.004509	Facility Enhancements	\$182,000
From	0100.0509.004510	Facility Repairs	\$45,000
To	0100.0409.000777	Transfer to Capital Project	\$227,000

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Tomika Lynce

Final Approval Date: 04/07/2022

Reviewed By

Becky Pruitt

Date

04/07/2022 10:51 AM

Started On: 04/06/2022 09:34 AM

Commissioners Court - Regular Session

35.

Meeting Date: 04/12/2022

2021 Tax Anticipation Note Budget Transfer

Submitted By: Tomika Lynce, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving an allocation of \$50,000,000 to ROW and a 2021 Tax Anticipation Note budget transfer to transfer \$50,000,000 from P578 (2021 TAN Non-Departmental) to P588 (TAN ROW).

Background

This item is necessary to allocate funds to right of way and to create a new project number, P588.

Fiscal Impact

From/To	Acct No.	Description	Amount
---------	----------	-------------	--------

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Tomika Lynce

Final Approval Date: 04/07/2022

Reviewed By

Becky Pruitt

Date

04/07/2022 10:52 AM

Started On: 04/06/2022 09:38 AM

Commissioners Court - Regular Session

Meeting Date: 04/12/2022

Position Conversion Request

Submitted By: Grace Frias, District Attorney

Department: District Attorney

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action to approve an exception to the 15% rule in advance and request FY '23 "position conversion" (PCN0082) in the District Attorney's Office.

Background

Summary of Position Conversion Request

Current Position	Converted Position
Legal Assistant III	Legal Assistant IV
B.23	B.25
\$55,907.30 Current Salary	\$55,000.00 Requested Salary
Intake Division	Special Victim Unit (SVU)

One of our administrative employees retired in March 2022. While the pandemic has created an enormous backlog in the criminal justice system, the proliferation of our Digital Evidence Management System has allowed us to stave off immediate requests for additional administrative staff. Upon evaluation of the current workflow within our office, The District Attorney is requesting conversion of the vacant PCN0082 from a B.23 Legal Assistant III to a B.25 Legal Assistant IV in the FY '23 budget.

As this position is currently vacant we have the opportunity to fill this position under current salary dollars with no impact to this year or next year's budget with a candidate perfectly qualified to fill the role of a Legal Assistant IV to assist our Special Victim's Unit (SVU). The current position was assigned as a legal assistant III in our Intake Division. The District Attorney has determined that our SVU needs administrative support. The SVU currently includes three prosecutors and an investigator. This position will be assigned to the SVU and cover victim assistance and court assistant responsibilities, in addition to intake, for the SVU. The additional scope of the position warrants conversion of the position from a Legal Assistant III to a Legal Assistant IV.

The District Attorney posted the vacant position and, after conducting interviews, has identified a candidate who exceeds the qualifications and expectations of the SVU legal assistant. The District Attorney is anxious for the candidate to begin work in our office on April 18, 2022.

The District Attorney requests onboarding the new employee with a salary of \$55,000. If this position were converted to the requested B.25, the funds are budgeted on vacant PCN0082 (\$55,907.30) and the salary is within policy (less than 12% above the \$49,153.90 minimum). As the position is currently classified (B.23) the request for using already allocated funds is about 23% over the minimum.

This request has been vetted with Human Resources who recommended the conversion.

Fiscal Impact

From/To	Acct No.	Description	Amount
---------	----------	-------------	--------

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
--------------	--------------------	-------------

County Judge Exec Asst.
Form Started By: Grace Frias
Final Approval Date: 04/04/2022

Becky Pruitt

04/04/2022 04:05 PM
Started On: 04/04/2022 03:54 PM

Commissioners Court - Regular Session

37.

Meeting Date: 04/12/2022

Law Enforcement dispatch

Submitted For: Richard Semple

Submitted By: Richard Semple, Information Technology

Department: Information Technology

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on the overall plan design for changes to Emergency Communications regarding the dispatch of law enforcement and shared support.

Background

In July of 2021, the Williamson County Sheriff's Office (WCSO) was audited by the Department of Public Safety. The audit identified changes that need to be made related to the use of the Originating Requesting Agency Identifier (ORI) in Emergency Communications.

To address these findings, a team from WCSO, Emergency Communications, Technology Services, Budget, HR, Audit and Legal have collaboratively worked on a plan that will meet the requirements from Texas DPS. This plan requires organizational restructuring, personnel movement, and adjustment of business processes. The most significant change is the movement of personnel and the associated budgets to the Sheriff's Office Law Enforcement Emergency Communications. Fire & EMS Emergency Communications will retain responsibility for call taking, fire & EMS dispatch, and QA/QI for their staff. The separation will require the development of a new support structure for the (now) multi-agency center such as technology support, logistics, and separation of 911 Call-taking.

Attached is an overview document and organization charts. Both the Sheriff and Chris Connealy have signed this document to indicate their support and commitment to this plan.

If approved by the Commissioners Court, staff will continue to identify budget needs, (creating new department account numbers), identify position counts, position numbers to change, review job descriptions and compensation, and O&M costs so that such matters and items may be detailed and finalized. A proposal for staffing will be submitted to the Commissioners Court for consideration and approval. A detailed timeline will be developed to ensure the accelerated remediation of the findings identified by TX DPS. A detailed MOU for all participants to ensure clarity on roles and responsibilities is also being developed.

Fiscal Impact

From/To	Acct No.	Description	Amount
---------	----------	-------------	--------

Attachments

Overview and Organization

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Richard Semple

Final Approval Date: 04/07/2022

Reviewed By

Becky Pruitt

Date

04/07/2022 03:29 PM

Started On: 04/07/2022 12:23 PM

Law Enforcement Emergency Communications Changes

In July of 2021, the Williamson County Sheriff's Office (WCSO) was audited by the Department of Public Safety. The audit identified changes that need to be made related to the use of the Originating Requesting Agency Identifier (ORI) in Emergency Communications.

To address these findings, a team from WCSO, Emergency Communications, Technology Services, Budget, HR, Audit and Legal have collaboratively worked on a plan that will meet the requirements from Texas DPS. This plan requires organizational restructuring, personnel movement, and adjustment of business processes. The most significant change is the movement of personnel and the associated budgets to the Sheriff's Office Law Enforcement Emergency Communications. The separation will require the development of a new support structure for the (now) multi-agency center such as technology support, logistics, and separation of 911 Call-taking.

To reduce duplication of effort, ensure efficient delivery of services, and coordination among departments, it is proposed that Technology Services provide management of both technology and logistics for all parties in the dispatch center. To ensure stakeholder's needs are met, a new Strategic Advisory Committee will be formed to focus on shared needs of the co-located stakeholders in the facility.

The Strategic Advisory Committee will consist of the following:

Three (3) voting members

Chief Information Officer

Senior Director of Emergency Services

Sheriff


Shared needs may consist of items such as: office space, CAD, RMS, 911 System, and other equipment or resource needs. With the proposed organizational structure, there are no anticipated cost increases for hardware, software, or logistical changes.

Fire & EMS Emergency Communications will retain responsibility for call taking, fire & EMS dispatch, and QA/QI for their staff. Law Enforcement Emergency Communications will assist with needs that are identified as well as in emergency situations. WCSO will conduct their own QA/QI. Training staff will remain the responsibility of Fire & EMS Emergency Communications and training will be conducted as a partnership between agencies (a detailed MOU will be prepared to set forth training related details).

Next Steps

After approval from the Commissioners Court on the above-described plan, staff will continue to identify budget needs, (creating new department account numbers), identify position counts, position numbers to change, review job descriptions, and O&M costs so that such matters and items may be detailed and finalized. A proposal for staffing will be submitted to the Commissioners Court for consideration and approval. A detailed timeline will be developed to ensure the accelerated remediation of the findings identified by TX DPS. A detailed MOU for all participants to ensure clarity on roles and responsibilities is also being developed.

This plan has been reviewed by the WCSO, Emergency Communications, Audit, HR, Budget, IT, and Legal and is expected to resolve the findings in the CJIS Audit conducted by TX DPS. As set out below, the Williamson County Sheriff, on behalf of the WCSO, and the Senior Director of the Williamson County Emergency Services Division, on behalf of Emergency Communications Division, have signed below to evidence their support and approval of the above-described plan.

By: 
Sheriff Mike Gleason,
Williamson County Sheriff

Date: 04/06/2022, 2022

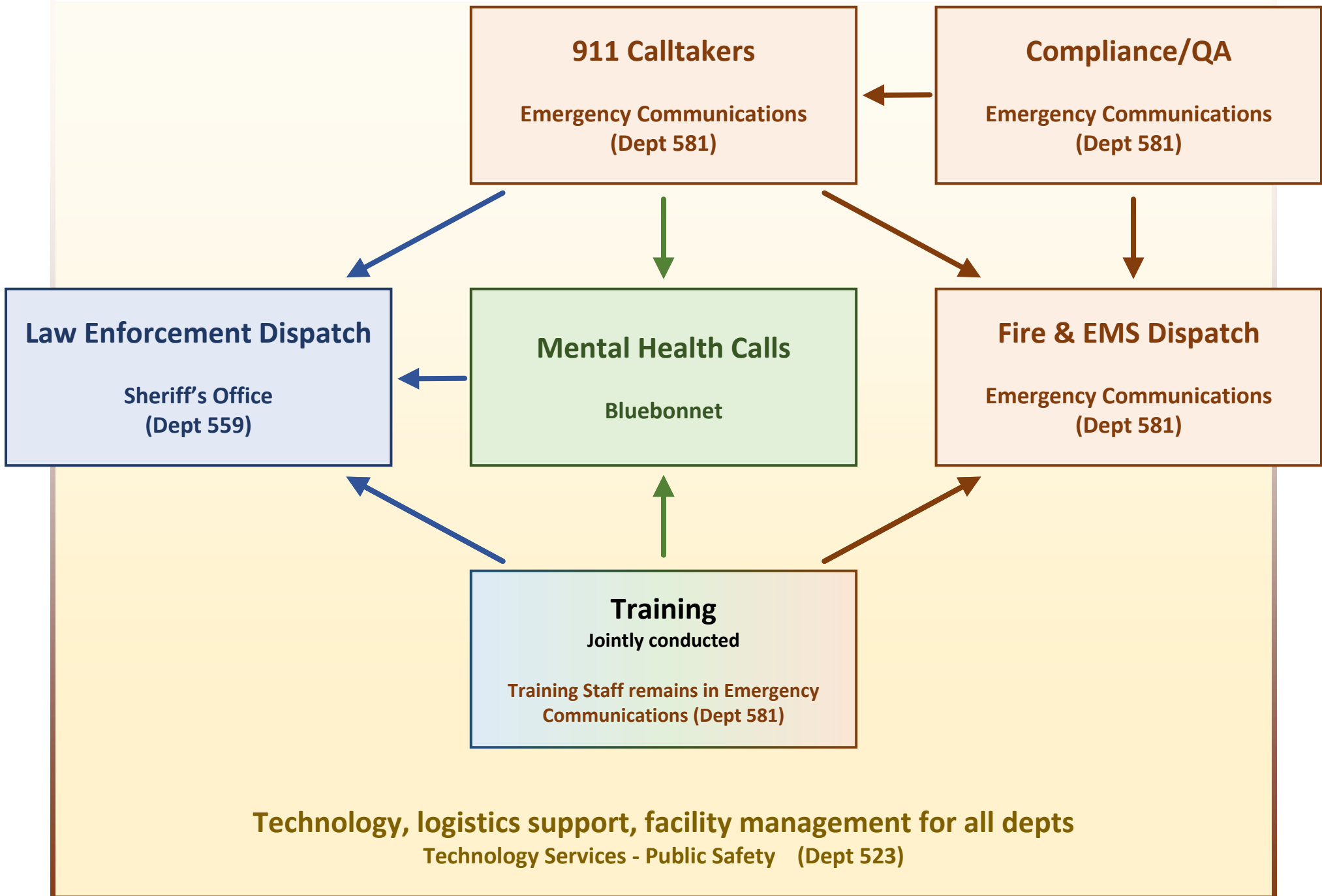
By: 
Chief Chris Connealy,
Senior Director of the Williamson

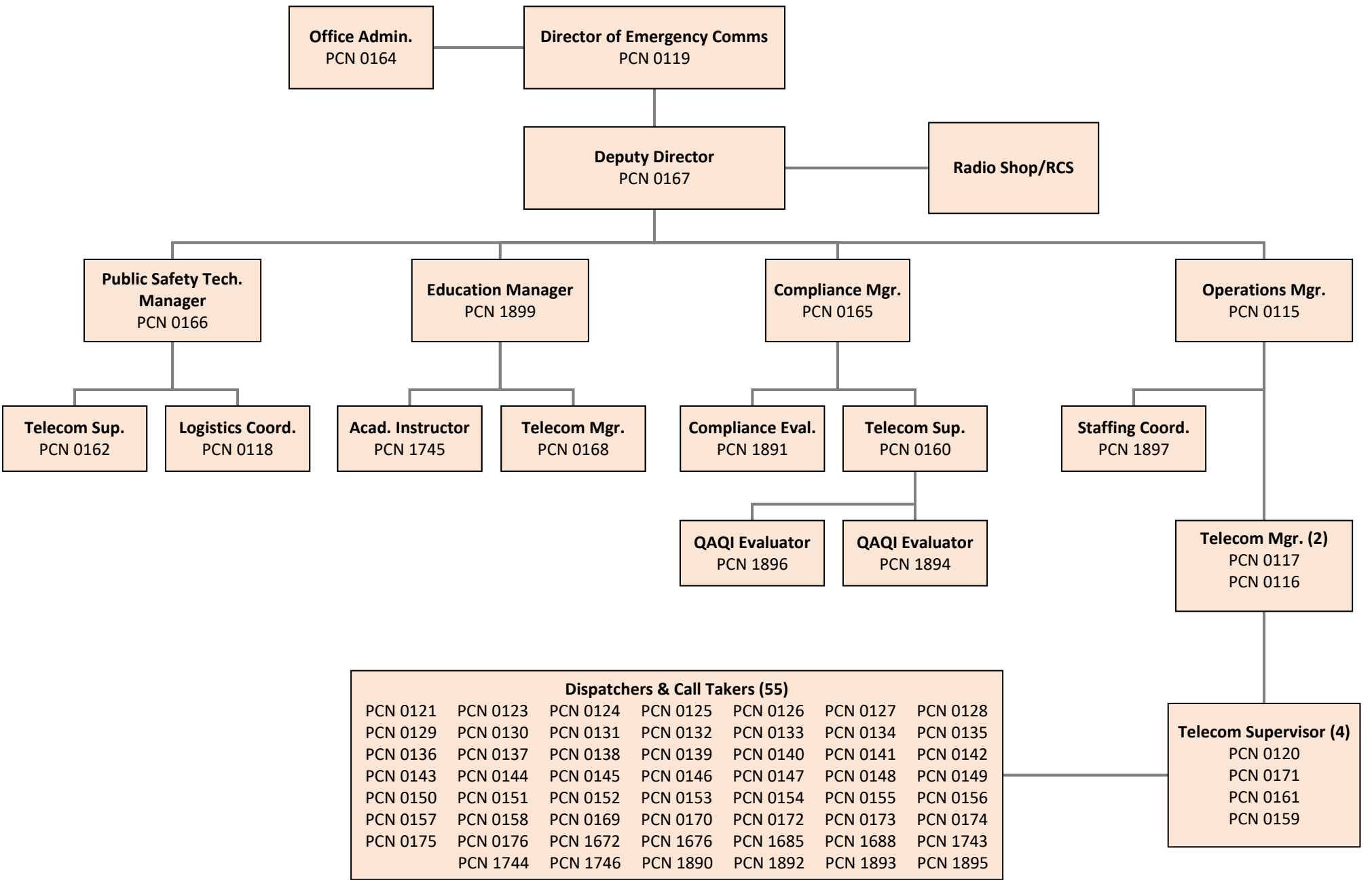
Date: 04/06/____, 2022

CC: Texas Department of Public Safety

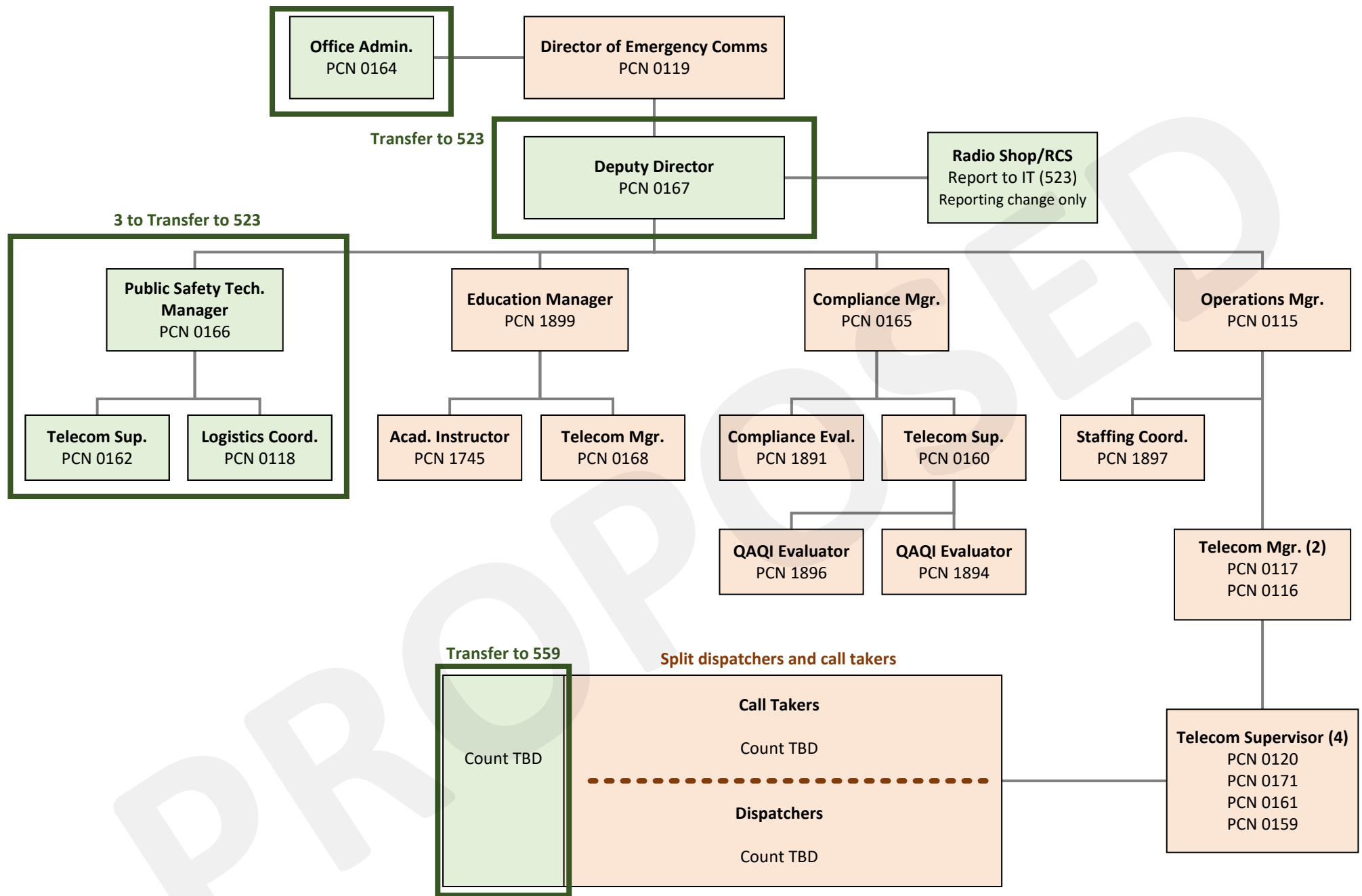
Attention: Michelle Farris, Chief

Dispatch Center Roles and Responsibilities

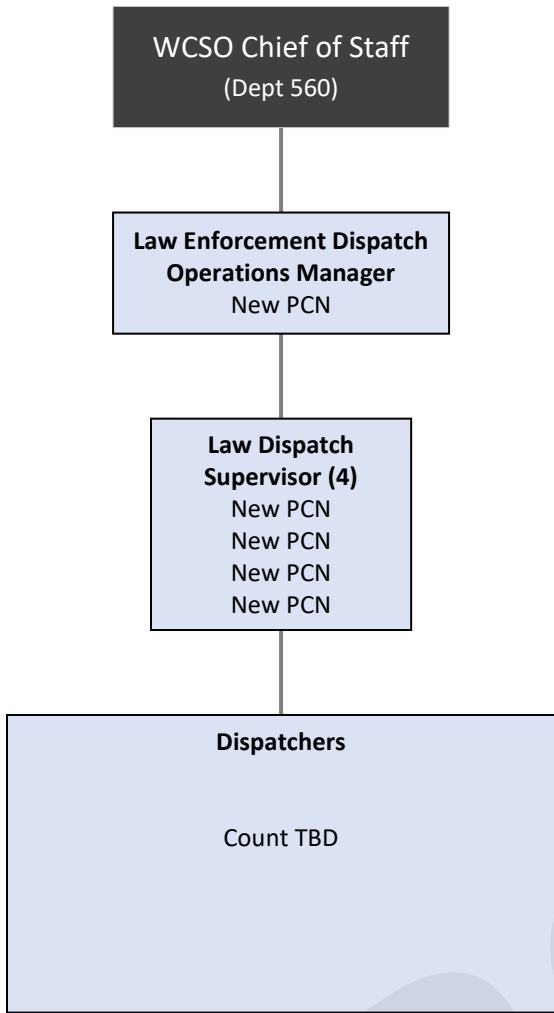




Emergency Communications Dept 581
CURRENT ORGANIZATION

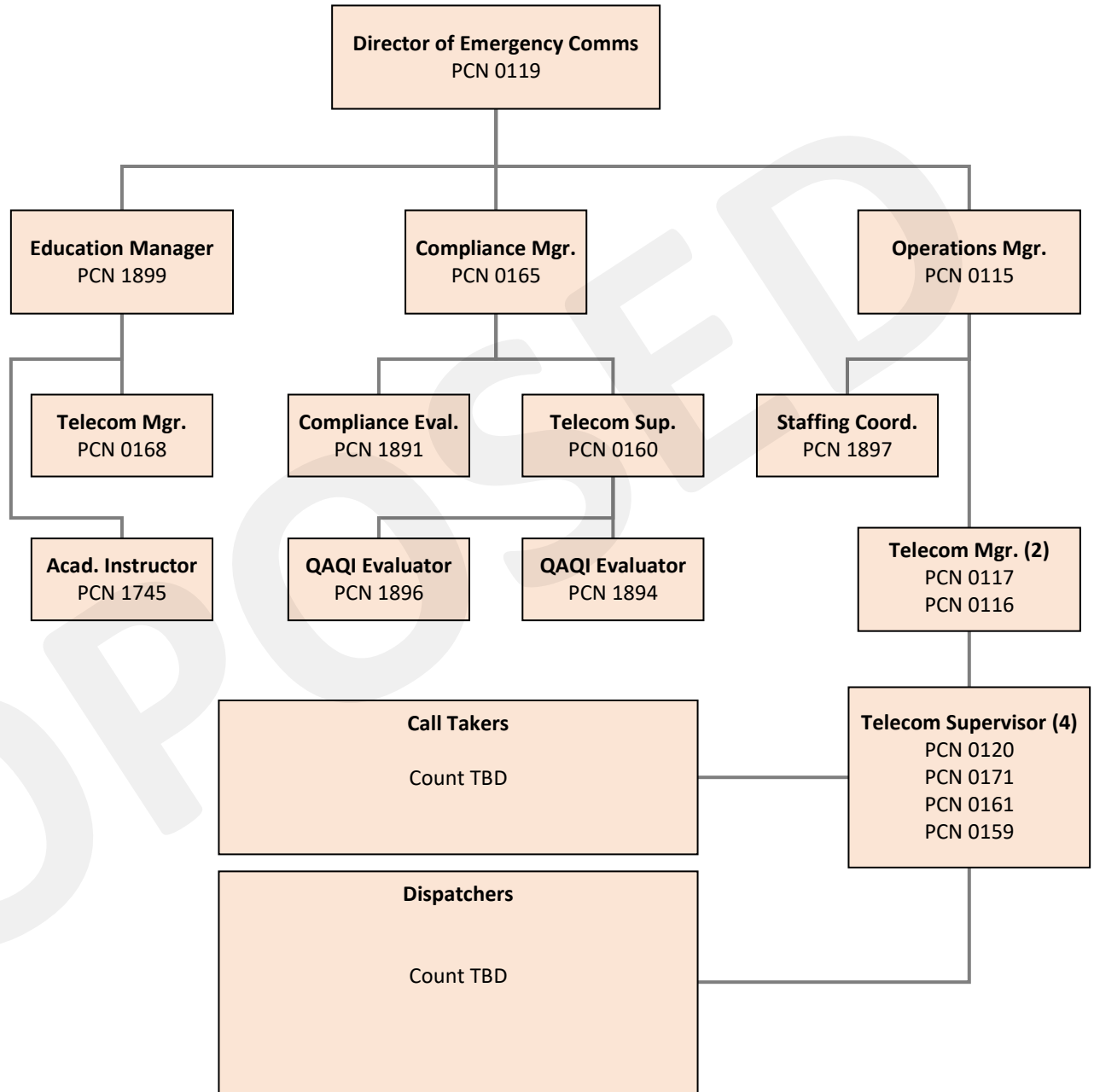


Emergency Communications Dept 581
PROPOSED ORGANIZATION CHANGES



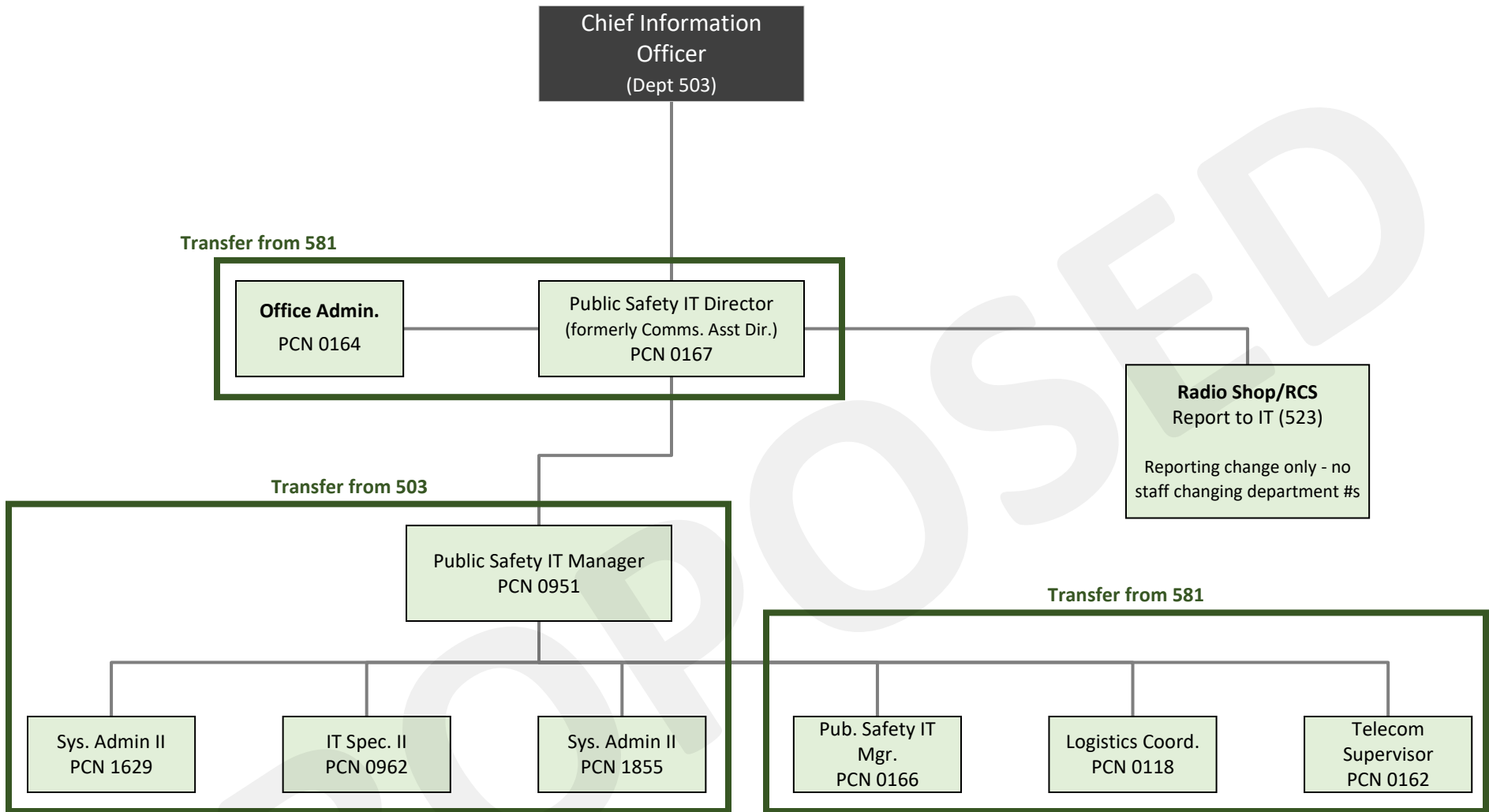
**NEW Dept 559
Sheriff's Office
Law Enforcement Dispatch**

Note: Total number of staff for call takers and dispatchers is To Be Determined.



**Dept 581 Emergency Communications
Fire & EMS Dispatching and Call Taking**

PROPOSED ORGANIZATION



* Note: Some titles will change in final plan, most left the same on here for clarity on changes

**NEW Dept 523
Technology Services
PROPOSED ORGANIZATION**

Commissioners Court - Regular Session

38.

Meeting Date: 04/12/2022

Award of RFP #22RFP72 Billing Services with EMS Management and Consultants, Inc. for EMS Department

Submitted By: Kerstin Hancock, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on awarding RFP #22RFP72 Billing Services for EMS to the highest scoring proposer, EMS Management & Consultants, Inc., and authorizing the execution of the agreement.

Background

Due to the incumbent not being able to continue services, Williamson County issued new RFP. The Purchasing Department issued 984 notifications for this solicitation to seek suppliers to provide Billing Services. Nine (9) responses were received of which three (3) vendors were shortlisted and invited for a presentation. After an in depth review the evaluation committee recommends award to the highest scoring proposer, EMS Management and Consultants, Inc. The FY 2022 Budgeted Amount is \$515,000 which pays for the billing services. Revenue depends on billable calls for EMS services and is deposited into 01.0100.000.342800 General Fund Revenue for EMS fees. 3.8% of net collections minus any refund and adjustments will be the new fee for the services with a separate fee of 8.0% for transfer and recovery of outstanding accounts receivables from previous vendor. Funding source is 01.0100.0540.004101. Beth Jones is the department point of contact.

Fiscal Impact

From/To	Acct No.	Description	Amount
---------	----------	-------------	--------

Attachments

- EMS Billing Contract
- Recommendation Letter
- Score Sheet

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	04/07/2022 10:14 AM
County Judge Exec Asst.	Becky Pruitt	04/07/2022 10:55 AM
Form Started By: Kerstin Hancock		Started On: 04/06/2022 02:26 PM
Final Approval Date: 04/07/2022		

BILLING SERVICES AGREEMENT

THIS BILLING SERVICES AGREEMENT (hereinafter "Agreement") is entered into this 12th day of April 2022 between EMS MANAGEMENT & CONSULTANTS, INC. (hereinafter "EMS|MC") and WILLIAMSON COUNTY EMERGENCY MEDICAL SERVICES, acting by and through Williamson County, a political subdivision of the State of Texas, (hereinafter "Client").

WITNESSETH:

WHEREAS, EMS|MC is an ambulance billing service company with experience in providing medical billing and collection services to medical transport providers, including fire and rescue and emergency medical service (EMS) providers; and

WHEREAS, Client is normally engaged in the business of providing emergency medical services; and

WHEREAS, Client wishes to retain EMS|MC to provide medical billing, collection and related services as set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual agreements described below and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. ENGAGEMENT.

a. During the term of this Agreement, EMS|MC shall provide routine billing, bill processing and fee collection services reasonably required and customary for service providers of similar size and situation to Client (the "Revenue Cycle Management Services" or "RCM Services"). The RCM Services shall include: (1) preparing and submitting initial and secondary claims and bills for Client to insurers and others responsible for payment; (2) performing reasonable and diligent routine collection efforts to secure payments from primary and secondary payers and patients or other entities, (as EMS|MC, in its sole discretion deems appropriate); (3) issuing up to three patient statements for all unpaid balances; and monthly statements on time pay accounts (4) referring accounts which have not been collected during EMS|MC normal billing cycle to an outside collection agency if so directed by Client.

b. Collectively, the RCM Services that EMS|MC provides to Client shall be referred to as the "Services".

2. EMS|MC Responsibilities.

a. EMS|MC will provide the RCM Services in material compliance with all applicable state and federal laws and regulations.

b. EMS|MC will submit all “Completed Claims” to the applicable third-party payer. A “Completed Claim” is a claim for billable emergency medical services that (i) is received by EMS|MC and supported by an ePCR record that contains all necessary and accurate information; (ii) has been reviewed and any identified issues sent to Client for remediation have been rectified; (iii) is for a patient encounter that has been electronically signed off by Client in the ePCR; (iv) has been reviewed by Client and deemed ready for billing; and (v) is not subject to a billing hold. EMS|MC will not have any responsibility for any adverse impact to Client that may result from any delay of Client in completing claims.

c. Accounts with outstanding balances after the insurance and/or third-party payer has determined benefits due will be billed by EMS|MC to the patient. EMS|MC will send up to three patient statements to the patient or responsible party, except as to those accounts on which an insurance carrier or third-party payer has accepted responsibility to pay. Once Client has submitted all necessary information, EMS|MC will bill all uninsured patients directly.

d. Within ten (10) business days of the last business day of the month, EMS|MC will provide to Client a month end report, which shall include an account analysis report, aging report and accounts receivables reconciliation report for the previous month. Deposit reports will be provided daily.

e. During the term of this Agreement, EMS|MC shall maintain, provide appropriate storage and data back-up for all billing records pertaining to the RCM Services provided by EMS|MC hereunder. Upon at least five (5) business days’ prior written notice, EMS|MC shall make such records accessible to Client during EMS|MC business hours. Upon termination of this Agreement, trip data pertaining to the RCM Services shall be returned to Client. Notwithstanding anything to the contrary herein, Client acknowledges and agrees that EMS|MC is not a custodian of clinical records nor a clinical records repository. Client is responsible for maintaining all clinical records in accordance with Section 3(d).

f. EMS|MC shall notify Client of (i) all patient complaints about clinical services within one (1) business day of receipt; (ii) all patient complaints about billing within three (3) business days of receipt; and (iii) all notices of audit, requests for medical records or other contacts or inquiries out of the normal course of business from representatives of

Medicare, Medicaid or private payers with which Client contracts or any law enforcement or government agency ("Payer Inquiries") within five (5) business days of receipt, unless such agency prohibits EMS|MC from disclosing its inquiry to Client.

g. EMS|MC is appointed as the agent of Client under this Agreement solely for the express purposes of this Agreement relating to billing and receiving payments and mail, receiving and storing documents, and communicating with hospitals and other entities to facilitate its duties. EMS|MC will have no authority to pledge credit, contract, or otherwise act on behalf of Client except as expressly set forth herein.

h. As to all payments received from Medicare, Medicaid and other government funded programs, the parties specifically acknowledge that EMS|MC will only prepare claims for Client and will not negotiate checks payable or divert electronic fund transfers to Client from Medicare, Medicaid or any other government funded program. All Medicare, Medicaid and any other government funded program payments, including all electronic fund transfers, will be deposited directly into a bank account designated by Client to receive such payments and as to such account only Client, through its officers and directors, shall have access.

i. The Services provided by EMS|MC to Client under this Agreement are conditioned on Client's fulfillment of the responsibilities set forth in this Agreement.

j. EMS|MC shall have no responsibility to provide any of the following services:

- i. Determining the accuracy or truthfulness of documentation and information provided by Client;
- ii. Providing services outside the EMS|MC billing system;
- iii. Submitting any claim that EMS|MC believes to be inaccurate or fraudulent; or
- iv. Providing any service not expressly required of EMS|MC by this Agreement.

k. EMS|MC agrees to assume all fees associated with processing credit card, flexible spending card and health saving card payments on behalf of the Client. EMS|MC will ensure Client and patient receive full payment credit with no offset for processing fees.

l. Under the terms of the contract, EMS|MC agrees to import unbilled ePCR accounts and provide routine billing and claims submission services for dates of service occurring prior to contract start date.

m. EMS|MC agrees to provide Outstanding Accounts Receivable Transfer and Recovery Services as defined in Exhibit C.

n. EMS|MC shall comply with all applicable federal, state, and local laws, rules, regulations, and other legal requirements that in any way affect this Agreement or the duties and responsibilities of the parties hereunder.

o. EMS|MC agrees to act in good faith in the performance of this Agreement.

p. EMS|MC shall maintain professional and general liability insurance with coverage of no less than five million (\$5,000,000) dollars. In addition, coverage shall include acts of dishonesty and forgery on the part of EMS|MC's employees or agents as well as cyber security insurance coverage with no less than one million (\$1,000,000) dollars. Furthermore, EMS|MC shall name Williamson County EMS as certificate holder and additionally insured.

3. RESPONSIBILITIES OF CLIENT. The following responsibilities of Client are a condition of EMS|MC's services under this Agreement, and EMS|MC shall have no obligation to provide the Services to the extent that Client has not fulfilled these responsibilities:

a. Client will pay all amounts owed to EMS|MC under this Agreement.

b. Client will implement standard commercially reasonable actions and processes as may be requested by EMS|MC from time-to-time to allow EMS|MC to properly and efficiently provide the RCM Services. These actions and processes include, but are not limited to, the following:

i. Providing EMS|MC with complete and accurate demographic and charge information necessary for the processing of professional and/or technical component billing to third parties and/or patients including, without limitation, the following: patient identification (name, address, phone number, birth date, gender); guarantor identification and address; insurance information; report of services; special claim forms; pre-authorization numbers; and such additional information as is requested by EMS|MC;

ii. Providing EMS|MC with complete and accurate medical record documentation for each incident or patient service rendered for reimbursement, which is necessary to ensure proper billing and secure claim payment;

- iii. Providing EMS|MC, in a timely manner, with Patient Care Reports (PCRs) that thoroughly detail the patient's full medical condition at the time of service and include a narrative and chronological documentation of all services and treatment rendered;
- iv. Obtaining authorizations and signatures on all required forms, including consent to treat, assignment of benefits, release of information and claims;
- v. Obtaining physician certification statements (PCS) forms for all non-emergency transports and other similar medical necessity forms or prior authorization statements as deemed necessary by the payer;
- vi. Obtaining or executing all forms or documentation required by Medicare, Medicaid, CHAMPUS, and any other payer or insurance carriers to allow EMS|MC to carry out its billing and other duties under this Agreement; and
- vii. Implementing reasonable and customary charges for complete, compliant billing.

c. Client represents and warrants that the PCR and any and all associated medical records, forms and certification statements provided to EMS|MC are true and accurate and contain only factual information observed and documented by the attending field technician during the course of the treatment and transport.

d. Client shall maintain Client's own files with all original or source documents, as required by law, and only provide to EMS|MC copies of such documents. Client acknowledges that EMS|MC is not the agent of Client for storage of source documentation.

e. Client will provide EMS|MC with a copy of any existing billing policy manuals or guidelines, Medicare or Medicaid reports, or any other record or document related to services or billing of Client's accounts.

f. Client will report to EMS|MC within ten (10) business days of payments received directly by Client, and promptly notify EMS|MC of any cases requiring special handling or billing. Client shall advise EMS|MC of any Payer Inquiries within ten (10) business days of receipt.

g. Client shall ensure that any refunds posted by EMS|MC are actually issued and paid to the patient, insurer, or other payer as appropriate.

h. Client agrees to provide EMS|MC with administrative access to the ePCR system or similar access in order to run reports and review documents and attachments to better service Client's account. EMS|MC will provide a list of designated employees for access to Client ePCR. EMS|MC will validate access quarterly and notify Client immediately upon employment change for access termination.

i. Client shall provide EMS|MC with access to its facilities and personnel for the purpose of providing on-site and/or online training to such personnel. Client shall cooperate with EMS|MC and facilitate any training that EMS|MC wishes to provide.

j. During Deployment/Implementation, Client will review EMS|MC's online training course and work together to develop mutually agreeable content to be deployed as required online training for Client's field staff and new hires.

k. Client shall comply with all applicable federal, state, and local laws, rules, regulations, and other legal requirements that in any way affect this Agreement or the duties and responsibilities of the parties hereunder.

4. EMS|MC WEB PORTALS.

a. EMS|MC shall provide Client and those individuals appointed by Client ("Users") with access to EMS|MC Web Portals (the "Portals"), which shall be subject to the applicable Terms of Use found on the Portals. To be appointed as a User, the individual must be an employee of Client or otherwise approved by Client and EMS|MC. Client is responsible for all activity of Users and others accessing or using the Portals through or on behalf of Client including, but not limited to, ensuring that Users do not share credentials for accessing the Portals. Client is also responsible for (i) identifying individuals who Client determines should be Users; (ii) determining and notifying EMS|MC of each User's rights; (iii) monitoring Users' access to and use of the Portals; (iv) acting upon any suspected or unauthorized access of information through the Portals; (v) ensuring each User's compliance with this Agreement and the Terms of Use governing the use of the Portals; and (vi) notifying EMS|MC to deactivate a User account whenever a User's employment, contract or affiliation with Client is terminated or Client otherwise desires to suspend or curtail a User's access to and use of the Portals. Client agrees to follow best practices to ensure compliance with this provision.

b. Client acknowledges that EMS|MC may suspend or terminate any User's access to the Portals (i) for noncompliance with this Agreement or the applicable Terms of Use; (ii) if such User poses a threat to the security or integrity of the Portals or information available therein; (iii) upon termination of Client; or (iv) upon notice of suspension or termination of such User by Client. Client may suspend or terminate a User's access to the Portals at any time.

5. COMPENSATION OF EMS|MC.

a. Client shall pay a fee for the Services of EMS|MC hereunder, on a monthly basis, in an amount equal to 3.80% percent of “Net Collections” as defined below (the “RCM Fee”). Net Collections shall mean all cash and check amounts including electronic fund transfers (EFTs) received by EMS|MC from payers, patients, attorney’s offices, court settlements, collection agencies, government institutions, debt set-off programs, group health insurance plans, private payments, credit cards, healthcare facilities or any person or entity submitting funds on a patient’s account, or any amounts paid directly to Client with or without the knowledge of EMS|MC that are paid, tendered, received or collected each month for Client’s transports, less refunds processed or any other necessary adjustments to those amounts

b. See Exhibit C for Outstanding Accounts Receivable Transfer and Recovery Services.

c. The RCM Fee is referred to as the “Compensation”.

d. EMS|MC shall submit an invoice to Client by the tenth (10th) day of each month for the Compensation due to EMS|MC for the previous calendar month. The Compensation amount reflected on the invoice shall be paid in full within thirty (30) days receipt by the Williamson County Auditor’s office. Such amount shall be paid without offset unless the calculation of the amount is disputed in good faith, in which case Client shall pay the undisputed amount and shall provide EMS|MC with detailed written notice of the basis for the disputed portion no later than the Payment Date. Any invoices not disputed in writing by the Payment Date shall be deemed “undisputed” for all purposes of the Agreement. All invoices are to be paid directly from Client’s banking institution to EMS|MC via paper check, direct deposit or ACH draft initiated by EMS|MC into EMS|MC’s bank account.

e. Texas Prompt Payment Act Compliance: Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date licensee receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by licensee in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of licensee’s fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate

published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

f. After the Initial Term (as set forth in Section 6(a) below), and in the event of a material change to applicable law, the billing process and/or scope of Services provided in this Agreement or a material difference in any of the patient demographics provided by the Client and set forth in Exhibit A, EMS|MC reserves the right to negotiate a fee change with Client and amend this Agreement subject to approval by the Williamson County Commissioners Court or terminate this Agreement as set forth in Section 6(b) or (c) below. Any requested changes prior to the expiration of the Initial Term are subject to available funding and approval by the Williamson County Commissioners Court.

6. TERM OF AGREEMENT.

a. This Agreement shall be effective commencing on April 12, 2022, and shall thereafter continue through April 11, 2025, ("Initial Term"). This Agreement shall be binding upon the parties hereto and their respective successors, assigns, and transferees. The Agreement shall automatically renew on the same terms and conditions as stated herein, for successive one (1) year terms (each a "Renewal Term") for a maximum of five (5) one (1) year renewals, unless either party gives written notice of intent not to renew at least 60 days before expiration of any term. Notwithstanding anything herein to the contrary, this Agreement may be terminated under the provisions provided below. (The Initial Term and any Renewal Terms are referred to as the "Term".)

b. **Termination for Cause.** Notwithstanding Section 6(a), either party may terminate this Agreement if the other party materially breaches this Agreement, unless (i) the breaching party cures the breach within 10 days following receipt of notice describing the breach in reasonable detail, or (ii) with respect to a breach which may not reasonably be cured within a 10-day period, the breaching party commences, is diligently pursuing cure of, and cures the breach as soon as practical following receipt of notice describing the breach in reasonable detail.

c. Termination for Convenience: This agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving ninety (90) days written notice thereof. In the event of termination, The County will only be liable for its pro rata share of services rendered and goods actually received.

7. RESPONSIBILITIES UPON TERMINATION.

a. Subject to Client's payment of all amounts due hereunder, upon any termination of this Agreement, and during the period of any notice of termination, EMS|MC will make available to Client or its authorized representatives data from the billing system regarding open accounts in an electronic format, and will otherwise reasonably cooperate and assist in any transition of the Services to Client, or its successor billing agent. Upon request, EMS|MC will provide to Client trip data associated with the claims submitted by EMS|MC on behalf of Client pursuant to this Agreement. EMS|MC shall retain financial and billing records not tendered or returned to Client on termination hereof for at least ten (10) years following the date of service.

b. Following termination of this Agreement, for a period of ninety (90) days (the "Wind Down"), EMS|MC will continue its billing and collection efforts as to those accounts with dates of services prior to termination, subject to the terms and conditions of this Agreement including, but not limited to, Section 5. Client will continue to provide EMS|MC with copies of checks and payments on those accounts which were filed by EMS|MC under this Agreement. EMS|MC shall have no further responsibilities as to such accounts after the Wind Down; however, EMS|MC shall be entitled to compensation as provided in Section 5(a) for such amounts filed by EMS|MC, regardless of whether such amounts are collected by Client during or after the Wind Down period. During the Wind Down and for up to twelve months following termination of this Agreement, EMS|MC shall continue to make the Portals available to Client, subject the applicable Terms of Use. Notwithstanding the foregoing, in the event EMS|MC terminated this Agreement pursuant to Sections 6(b) or 6(c), EMS|MC shall have no obligation to provide any Services after the date of termination.

8. EXCLUSIVITY AND MISCELLANEOUS BILLING POLICIES.

a. During the term of this Agreement, EMS|MC shall be Client's exclusive provider of the RCM Services. Client may not directly file, submit or invoice for any medical or medical transportation services rendered while this Agreement is in effect.

b. In addition, Client agrees not to collect or accept payment for services from any patient unless the service requested does not meet coverage requirements under any insurance program in which the patient is enrolled or the patient is uninsured. Payments received directly by Client for these services must be reported to EMS|MC as provided in Section 3(f) hereof and shall be treated as Net Collections for purposes of Section 5(a) hereof.

c. In compliance with CMS regulations, Medicare patients will not be charged by Client a higher rate or amount for identical covered services charged to other insurers or patients. Accordingly, only one fee schedule shall exist and be used in determining charges for all patients regardless of insurance coverage.

d. EMS|MC reserves the right not to submit a claim for reimbursement on any patient in which the PCR and/or associated medical records are incomplete or appear to be inaccurate or do not contain enough information to substantiate or justify reimbursement. This includes missing patient demographic information, insurance information, Physician Certification Statements (PCS) or any required crew and/or patient signatures, or otherwise contradictory medical information.

e. Client shall implement and maintain a working compliance plan ("Compliance Plan") in accordance with the most current guidelines of the U.S. Department of Health and Human Services ("HHS"). The Compliance Plan must include, but not be limited to, formal written policies and procedures and standards of conduct, designation of a compliance officer, quality assurance policy and effective training and education programs.

f. In accordance with the HHS Office of Inspector General ("OIG") Compliance Program Guidance for Third-Party Medical Billing Companies, EMS|MC is obligated to report misconduct to the government, if EMS|MC discovers credible evidence of Client's continued misconduct or flagrant, fraudulent or abusive conduct. In the event of such evidence, EMS|MC has the right to (a) refrain from submitting any false or inappropriate claims, (b) terminate this Agreement (as set forth in Section 6(b) or (c) above) and/or (c) report the misconduct to the appropriate authorities.

9. NON-INTERFERENCE/NON-SOLICITATION OF EMS|MC EMPLOYEES.

Client understands and agrees that the relationship between EMS|MC and each of its employees constitutes a valuable asset of EMS|MC. Accordingly, Client agrees that both during the term of this Agreement and for a period beginning on the date of termination of this Agreement, whatever the reason, and ending three (3) years after the date of termination of this Agreement (the "Restricted Period"), Client shall not, without EMS|MC's prior written consent, directly or indirectly, solicit or recruit for employment; attempt to solicit or recruit for employment; or attempt to hire or accept as an employee, consultant, contractor, or otherwise, or accept any work from EMS|MC's employees with whom Client had material contact during the term of this Agreement, in any position where Client would receive from such employees the same or similar services that EMS|MC performed for Client during the term of this Agreement. Client also agrees during the Restricted Period not to unlawfully urge, encourage, induce, or attempt to urge,

encourage, or induce any employee of EMS|MC to terminate his or her employment with EMS|MC. Client has carefully read and considered the provisions of Section 9 hereof, and having done so, agrees that the restrictions set forth in such section (including, but not limited to, the time period) are fair and reasonable and are reasonably required for the protection of the legitimate interests of EMS|MC, its officers, directors, shareholders, and employees.

10. PRIVACY.

a. *Confidentiality.* The Parties acknowledge that they will each provide to the other Confidential Information as part of carrying out the terms of this Agreement. EMS|MC and Client will be both a Receiving Party and a Disclosing Party at different times. The Receiving Party agrees that it will not (i) use any such Confidential Information in any way, except for the exercise of its rights and performance of its obligations under this Agreement, or (ii) disclose any such Confidential Information to any third party, other than furnishing such Confidential Information to its employees, consultants, and subcontractors, who are subject to the safeguards and confidentiality obligations contained in this Agreement and who require access to the Confidential Information in the performance of the obligations under this Agreement. In the event that the Receiving Party is required by applicable law to make any disclosure of any of the Disclosing Party's Confidential Information, by subpoena, judicial or administrative order or otherwise, the Receiving Party will first give written notice of such requirement to the Disclosing Party, and will permit the Disclosing Party to intervene in any relevant proceedings to protect its interests in the Confidential Information, and provide full cooperation and assistance to the Disclosing Party in seeking to obtain such protection, at the Disclosing Party's sole expense. "Confidential Information" means the provisions of the Agreement (including, but not limited to, the financial terms herein) and any information disclosed by a Party (the "Disclosing Party") to the other Party (the "Receiving Party"). Information will not be deemed Confidential Information hereunder if the Receiving Party can prove by documentary evidence that such information: (a) was known to the Receiving Party prior to receipt from the Disclosing Party directly or indirectly from a source other than one having an obligation of confidentiality to the Disclosing Party; (b) becomes known (independently of disclosure by the Disclosing Party) to the Receiving Party directly or indirectly from a source other than one having an obligation of confidentiality to the Disclosing Party; (c) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this Agreement by the Receiving Party; or (d) is independently developed by the Receiving Party without the use of any Confidential Information of the Disclosing Party.

b. *HIPAA Compliance.* The parties agree to comply with the Business Associate Addendum, attached hereto and incorporated by reference herein as Attachment 1, documenting the assurances and other requirements respecting the use and disclosure of Protected Health Information. It is Client's responsibility to ensure that it obtains all appropriate and necessary authorizations and consents to use or disclose any individually identifiable health information in compliance with all federal and state privacy laws, rules and regulations, including but not limited to the Health Insurance Portability and Accountability Act. In the event that this Agreement is, or activities permitted or required by this Agreement are, inconsistent with or do not satisfy the requirements of any applicable privacy or security law, rule or regulation, the parties shall take any reasonably necessary action to remedy such inconsistency.

11. DISCLAIMERS, LIMITATIONS OF LIABILITY AND DISPUTE RESOLUTION

a. Each Party acknowledges that the liability limitations and warranty disclaimers in the Agreement are independent of any remedies hereunder and shall apply regardless of whether any remedy fails of its essential purpose. Client acknowledges that the limitations of liability set forth in this Agreement are integral to the amount of consideration offered and charged in connection with the Services and that, were EMS|MC to assume any further liability other than as provided in the Agreement, such consideration would of necessity be set substantially higher.

b. EMS|MC and Client acknowledge and agree that despite their best efforts, billing errors may occur from time to time. Each party will promptly notify the other party of the discovery of a billing error. EMS|MC's sole obligation in the event of a billing error will be to correct the error by making appropriate changes to the information in its system, posting a refund if appropriate, and re-billing the underlying claim if permissible.

c. Except for any express warranty provided herein or in the applicable exhibit, the services are provided on an "as is," "as available" basis. Client agrees that use of the services is at client's sole risk; and, to the maximum extent permitted by law, EMS|MC expressly disclaims any and all other express or implied warranties with respect to the services including, but not limited to, warranties of merchantability, fitness for a particular purpose, title, non-infringement or warranties alleged to arise as a result of custom and usage.

d. A "Claim" is defined as any claim or other matter in dispute between EMS|MC and Client that arises from or relates in any way to this Agreement or to the Services, or data provided by EMS|MC hereunder, regardless of whether such claim or matter is denominated as a contract claim, tort claim, warranty claim, indemnity claim, statutory claim, arbitration demand, or otherwise.

e. To the fullest extent allowed by Texas law, the total liability of EMS|MC to Client regarding any and all Claims shall be capped at, and shall in no event exceed, the total fees paid by Client to EMS|MC under this Agreement in the twelve (12) months prior to the event giving rise to the Claim (the "Liability Cap"). All amounts that may be potentially awarded against EMS|MC in connection with a Claim are included in and subject to the Liability Cap and shall not cause the Liability Cap to be exceeded, including, without limitation, all direct compensatory damages, interest, costs, expenses, and attorneys' fees. Provided, however, that nothing in the foregoing shall be construed as an admission of liability by EMS|MC in any amount or as a waiver or compromise of any other defense that may be available to EMS|MC regarding any Claim.

f. To the fullest extent allowed by Texas law, EMS|MC and Client waive claims against each other for consequential, indirect, incidental, special, punitive, exemplary, and treble damages, and for any other damages in excess of direct, compensatory damages including, but not limited to, loss of profits, loss of data, or loss of business, regardless of whether such claim or matter is denominated as a contract claim, tort claim, warranty claim, indemnity claim, statutory claim, arbitration demand, or otherwise, even if a party has been apprised of the possibility or likelihood of such damages occurring (the "Non-Direct Damages Waiver").

g. Subject to the Liability Cap and the Non-Direct Damages Waiver, EMS|MC agrees to indemnify, hold harmless, and defend Client, with reasonably acceptable counsel, from and against any fines, penalties, damages, and judgments that Client becomes legally obligated to pay to a third party proximately caused by EMS|MC's gross negligence or willful misconduct. Provided, however, that this indemnity is subject to the following further conditions and limitations: (i) Client must provide prompt written notice to EMS|MC of the matter for which indemnity is or may be sought, within such time that no right of EMS|MC is prejudiced, and in no event no later than sixty (60) days after Client first becomes aware of the facts that give rise or may give rise to a right of indemnity; (ii) Client must allow EMS|MC the opportunity to direct and control the defense and handling of the matter for which indemnity is or may be sought; (iii) Client must not agree to any settlement or other voluntary resolution of a matter for which indemnity is or may be sought without EMS|MC's express consent; and (iv) Client shall not seek or be entitled to indemnify for amounts that Client reimburses or refunds to Medicaid, Medicare, any governmental entity, any insurer, or any other payer as a result of medical services or medical transportation services for which Client should not have received payment in the

first place under applicable rules, regulations, standards and policies. Client waives all rights of indemnity against EMS|MC not in accordance with this subsection.

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

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

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

k. GENERAL.

a. **Status of Parties.** Nothing contained in this Agreement shall be construed as establishing a partnership or joint venture relationship between EMS|MC and Client, or as establishing an agency relationship beyond EMS|MC's service as a billing and collection agent of Client under the express terms of this Agreement. EMS|MC and its employees and representatives shall have no legal authority to bind Client.

b. **Assignment.** Neither this Agreement nor any rights or obligations hereunder shall be assigned by either party without prior written consent of the other party. Any purported assignment in violation of this Section 12(b) shall be null and void.

c. **Binding Effect.** This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors, assigns (where permitted), and transferees.

d. **Notices.** All notices required or permitted by this Agreement shall be in writing and shall be deemed to have been given: (i) on the day received, if personally delivered; (ii) on the day received if sent by a recognized overnight delivery service, according to the courier's record of delivery; and (iii) on the 5th (fifth) calendar day after the date mailed by certified or registered mail. Such notices shall be addressed as follows:

Client:

Williamson County Emergency Medical Services
3189 SE Inner Loop, Suite A.
Georgetown, TX 78626

With copy to:

Williamson County Judge
710 Main Street, Suite 101
Georgetown, TX 78626

EMS|MC:

EMS Management & Consultants, Inc.
Chief Executive Officer
2540 Empire Drive
Suite 100
Winston-Salem, NC 27103

Either party may change its address for notices under this Agreement by giving written notice of such change to the other party in accordance with the terms of this section.

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

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

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

A. Williamson County Request for Proposal #22RFP72; and

B. EMS|MC's Response to Williamson County Request for Proposal

#22RFP72; and

C. Williamson County EMS Billing Procedures and Guidelines.

In the event a dispute arises between terms and conditions of: 1) this Billing Services Agreement; (2) Williamson County Request for Proposal #22RFP72; and (3) EMS|MC's Response to Williamson County Request for Proposal #22RFP72, applicable documents will be referred to for the purpose of Clarification or for additional detail in the following order of precedence: (1) terms and conditions of Williamson County Request for Proposal #22RFP72; (2) EMS|MC's Response to Williamson County Request for Proposal #22RFP72; and (3) this Billing Services Agreement.

h. Williamson County EMS Billing Procedures and Guidelines: Upon contract execution, Billing Service Provider acknowledges receipt of Williamson County EMS's current Procedures and Guidelines (referred to herein as the "Billing Procedures and Guidelines"). The said Billing Procedures and Guidelines, may be amended from time to time, shall be incorporated herein by reference for all purposes and same shall be binding on the Parties. EMS|MC hereby agrees to comply with the terms and conditions set out in the Billing Procedures and Guidelines, as may be amended from time to time.

The Parties understand, agree and acknowledge that the Billing Procedures and Guidelines are subject to change and must be amended from time to time during the term of this Agreement due to changes in federal billing regulations, electronic claims software and other factors that are beyond the control of the Parties and, due to such fact, the Parties hereby agree to cooperate with one another in order to amend the Billing Procedures and Guidelines from time to time as needed. Prior to any future Billing Procedures and Guidelines amendments becoming effective, Williamson County EMS will provide such amendments, in writing, to EMS|MC. Within five (5) business days from EMS|MC's receipt of an amendment to the Billing Procedures and Guidelines, EMS|MC shall acknowledge such amendment by signing and returning the amendment to Williamson County EMS.

i. Amendment and Waiver. This Agreement may be amended or modified only by an instrument signed by all of the parties. A waiver of any provision of this Agreement must be in writing, designated as such, and signed by the party against whom enforcement of the waiver is sought. The waiver of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent or other breach thereof.

j. Severability. If any provision of this Agreement shall not be valid for any reason, such provision shall be entirely severable from, and shall have no effect upon, the remainder of this Agreement. Any such invalid provision shall be subject to partial enforcement to the extent necessary to protect the interest of the parties hereto.

k. Force Majeure. With the exception of Client's payment obligation, a Party will not be in breach or liable for any delay of its performance of this Agreement caused by natural disasters or other unexpected or unusual circumstances reasonably beyond its control.

l. Third Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

m. Counterparts. This Agreement may be executed in multiple counterparts by a duly authorized representative of each party.

n. Survival. All terms which by their nature survive termination shall survive termination or expiration of the Agreement including, but not limited to, Sections 3©, 3(f) – (h), 5(a), 5(c), 7, 9 – 12.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed on the later of the dates set forth below.

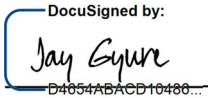
Each person whose signature appears hereon represents, warrants and guarantees that he/she has been duly authorized and has full authority to execute this Agreement on behalf of the party on whose behalf this Agreement is executed.

EMSI|MC:

CLIENT:

EMS Management & Consultants, Inc.

Williamson County Emergency Medical Services

By:  _____
D4854ABACD10486...

By: _____

Print Name: Jay Gyure _____

Print Name: _____

Title: CFO _____

Title: _____

Date: 4/6/2022 _____

Date: _____

Exhibit A

Exhibit A
Patient Demographics Provided by Client

1. Projected annual billable volume: 26,400

2. Payor mix:

Medicare – 38.00%
Medicaid – 9.00%
Insurance – 36.00%
Self-Pay – 17.00%

3. Run mix:

ALS-E – 58.00%
BLS-E – 21.00%
ALS2 – 1.00%
TNT – 20.00%

4. Average Loaded mileage: 8.50

Exhibit B

Exhibit B

Williamson County EMS rates:

Williamson County Commissioner's Court has approved and established ambulance base rates, supply fees and loaded mileage charges for ambulance services. An annual fiscal year increase is automatically implemented on October 1st to account for the average annual inflation of costs to provide the service. The automatic inflation factor is 2.5% as this rate is in line with standard Medicare annual increases for inflation.

Williamson County EMS ambulance base rates:

- No transport (NT) base rate - \$450
- Basic Life Support (BLS) base rate - \$950
- Advanced Life Support (ALS 1) base rate - \$1400
- Advanced Life Support (ALS 2) base rate - \$1800

Williamson County EMS supply fees:

- Oxygen - \$75
- Basic Life Support (BLS) supply fee - \$100
- Advanced Life Support (ALS) supply fee - \$225

Williamson County EMS Mileage rate:

- Loaded mileage rate - \$18 a mile

WCEMS partners with local SWAT / Law Enforcement / Fire Department to provide public safety standby assistance to their team members. On occasion WCEMS may treat and/or transport team members. WCEMS will notify billing agent to bill these calls as follows:

- **Treat / No transport** – Bill SWAT / LE / FD no transport (NT) base rate - \$100 Patient is responsible for any deductible and/or co-insurance **IF** found to be non-work related under Workers Compensation.
- **Treat and transport** – Bill as any other transport to include BLS or ALS base rate, mileage, and supply fee. The patient will be responsible for any deductible and/or co-insurance **IF** found to be non-work related under Workers Compensation.

Williamson County Residents - (Identified by their billing address and zip code)

- Residents (as determined by their address and zip code), who contact billing to negotiate their balance:
 - Billing may negotiate a 25% discounted rate.
 - Patient will be responsible for any deductible, copay, and/or co-insurance according to their insurance plan.

**Williamson County Health Plan Participants (Employee, Spouse and Dependents)
As identified by WC Health Plan Group Number:**

- Will be billed and processed as a County Resident effective 11/01/2011 per the Williamson County Benefits Committee

Exhibit C

Exhibit C

Outstanding Accounts Receivable Transfer and Recovery Services

EMS|MC shall provide outstanding AR transfer and recovery services for Client at 8.00% of Net Collections. Net Collections shall mean the sum of all payments posted in the Billing System less refunds applied during the same period(s).

Outstanding AR transfer and recovery services:

WCEMS will work with prior billing agency to provide all required data on the claims in electronic format, including Patient demographic data, insurance data, coding information, charge information, payment information, current A/R status and complete PCR information.

- EMS|MC will notify Client when they are ready to transfer all outstanding A/R accounts.
- Client will notify prior billing agency to cease billing production and forward all payments and correspondence to Client.
- EMS|MC will assume responsibility for uploading all necessary data and validating the accuracy for all claims being worked by EMS|MC team.
- EMS|MC will evaluate the outstanding accounts receivables with the Client's input and make recommendations to continue to address these outstanding accounts.
- Client will provide ongoing electronic information by a mutually agreed upon method, including deposits, denials, and payor correspondence related to all the claims.
- EMS|MC to assume release of official billing records after account transfer.

Scope of Work

Transferred Account - Thirty Party Insurance Claims without Payment

- Initial Claim Processing

This service will include coding and submission of the claim to the identified primary insurance.

- Secondary Claim Processing

This service will include finding secondary insurance sources, coding, and submission of the claim to any applicable secondary insurance.

- Claim Appeal Processing

This service will include review of any denials and/or rejections and reprocessing appropriate claims for payment. EMS|MC will work to gather such additional documentation as may be necessary to appeal the claim.

- Patient Co-pay Processing

This service will include billing the Patient for any Patient responsibility balance that may be appropriate for all claims that have been processed by EMS|MC.

Scope of Work

Transferred Account - Third Party Insurance Claims with Partial Payment

- Initial Claim Evaluation

This service will include evaluating the coding and submission of any claim that has not been paid at the appropriate amount. EMS|MC may resubmit the claim to the identified primary insurance for proper payment as appropriate.

- Secondary Claim Processing

This service will include finding secondary insurance sources, coding, and submission of the claim to any applicable secondary insurance.

- Claim Appeal Processing

This service will include review of any denials and/or rejections and reprocessing appropriate claims for payment. EMS|MC will work to gather such additional documentation as may be necessary to appeal the claim.

- Patient Copay Processing

This service will include billing the Patient for any Patient responsibility balance that may be appropriate for all claims that have been processed by EMS|MC.

Scope of Work

Transferred Account - Self-Pay Claims

- Demographic Information and Insurance Verification

This service will include obtaining and verify applicable patient demographic and insurance information needed to complete claim processing.

- Initial Claim Processing

This service will include coding and submission of the claim to a newly identified primary insurance.

- Secondary Claim Processing

This service will include finding secondary insurance sources, coding, and submission of the claim to any newly identified secondary insurance.

- Claim Appeal Processing

This service will include review of any denials and/or rejections and reprocessing appropriate claims for payment. EMS|MC will gather additional documentation as may be necessary to appeal the claim.

- Patient Responsibility Processing

This service will include making telephone contact and billing the Patient for any Patient responsibility balance that may be appropriate for claims that have been processed by EMS|MC.

- Collection/Write Off Verification

This service will include identifying any Patient that meets the qualification for write off status. Approval for adjustment will be sent to Client.

- EMS|MC to assume release of official billing records after account transfer.

Billing Exceptions:

- EMS|MC will not provide services on any claim that exceeds the applicable timely filing deadline.

- EMS|MC will not provide services on any claim older than 18 months from the original date of service (DOS).
- EMS|MC will not provide services on any account/claim that has been verified for write off status.
- EMS|MC will provide a report of accounts not billed with exception reason and adjustment code.
- Client will provide final approval of account adjustments.

Attachment 1 Business Associate Addendum

This Business Associate Addendum (the “Addendum”) is made effective the ____ day of April 2022, by and between Williamson County Emergency Medical Services, acting by and through Williamson County, a political subdivision of the State of Texas, hereinafter referred to as “Covered Entity,” and EMS Management & Consultants, Inc., hereinafter referred to as “Business Associate” (individually, a “Party” and collectively, the “Parties”).

WITNESSETH:

WHEREAS, the Parties wish to enter into a Business Associate Addendum to ensure compliance with the Privacy and Security Rules of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA Privacy and Security Rules”) (45 C.F.R. Parts 160 and 164); and

WHEREAS, the Health Information Technology for Economic and Clinical Health (“HITECH”) Act of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, modified the HIPAA Privacy and Security Rules (hereinafter, all references to the “HIPAA Privacy and Security Rules” include all amendments thereto set forth in the HITECH Act and any accompanying regulations); and

WHEREAS, the Parties have entered into a Billing Services Agreement (the “Agreement”) whereby Business Associate will provide certain services to Covered Entity and, pursuant to such Agreement, Business Associate may be considered a “business associate” of Covered Entity as defined in the HIPAA Privacy and Security Rules; and

WHEREAS, Business Associate may have access to Protected Health Information or Electronic Protected Health Information (as defined below) in fulfilling its responsibilities under the Agreement; and

WHEREAS, Covered Entity wishes to comply with the HIPAA Privacy and Security Rules, and Business Associate wishes to honor its obligations as a Business Associate to Covered Entity.

THEREFORE, in consideration of the Parties’ continuing obligations under the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the provisions of this Addendum.

I. DEFINITIONS

Except as otherwise defined herein, any and all capitalized terms in this Addendum shall have the definitions set forth in the HIPAA Privacy and Security Rules. In the event of an inconsistency between the provisions of this Addendum and mandatory provisions of the HIPAA Privacy and Security Rules, as amended, the HIPAA Privacy and Security Rules in effect at the time shall control. Where provisions of this Addendum are different than those mandated by the HIPAA Privacy and Security Rules, but are nonetheless permitted by the HIPAA Privacy and Security Rules, the provisions of this Addendum shall control.

The term “Breach” means the unauthorized acquisition, access, use, or disclosure of protected health information which compromises the security or privacy of such information, except where an unauthorized person to whom such information is disclosed would not reasonably have been able to retain such information. The term “Breach” does **not** include: (1) any unintentional acquisition, access, or use of

protected health information by any employee or individual acting under the authority of a covered entity or business associate if (a) such acquisition, access, or use was made in good faith and within the course and scope of the employment or other professional relationship of such employee or individual, respectively, with the covered entity or business associate, and (b) such information is not further acquired, accessed, used, or disclosed by any person; or (2) any inadvertent disclosure from an individual who is otherwise authorized to access protected health information at a facility operated by a covered entity or business associate to another similarly situated individual at same facility; and (3) any such information received as a result of such disclosure is not further acquired, accessed, used, or disclosed without authorization by any person.

The term “Electronic Health Record” means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff.

The term “HIPAA Privacy and Security Rules” refers to 45 C.F.R. Parts 160 and 164 as currently in effect or hereafter amended.

The term “Protected Health Information” means individually identifiable health information as defined in 45 C.F.R § 160.103, limited to the information Business Associate receives from, or creates, maintains, transmits, or receives on behalf of, Covered Entity.

The term “Electronic Protected Health Information” means Protected Health Information which is transmitted by or maintained in Electronic Media (as now or hereafter defined in the HIPAA Privacy and Security Rules).

The term “Secretary” means the Secretary of the Department of Health and Human Services.

The term “Unsecured Protected Health Information” means Protected Health Information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in guidance published in the Federal Register at 74 Fed. Reg. 19006 on April 27, 2009, and in annual guidance published thereafter.

II. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

a. Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Agreement or this Addendum, provided that such use or disclosure would not violate the HIPAA Privacy and Security Rules if done by Covered Entity. Until such time as the Secretary issues regulations pursuant to the HITECH Act specifying what constitutes “minimum necessary” for purposes of the HIPAA Privacy and Security Rules, Business Associate shall, to the extent practicable, disclose only Protected Health Information that is contained in a limited data set (as defined in Section 164.514(e)(2) of the HIPAA Privacy and Security Rules), unless the person or entity to whom Business Associate is making the disclosure requires certain direct identifiers in order to accomplish the intended purpose of the disclosure, in which event Business Associate may disclose only the minimum necessary amount of Protected Health Information to accomplish the intended purpose of the disclosure.

b. Business Associate may use Protected Health Information in its possession for its proper management and administration and to fulfill any present or future legal responsibilities of Business Associate, provided that such uses are permitted under state and federal confidentiality laws.

c. Business Associate may disclose Protected Health Information in its possession to third parties for the purposes of its proper management and administration or to fulfill any present or future legal responsibilities of Business Associate, provided that:

1. the disclosures are required by law; or

2. Business Associate obtains reasonable assurances from the third parties to whom the Protected Health Information is disclosed that the information will remain confidential and be used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party, and that such third parties will notify Business Associate of any instances of which they are aware in which the confidentiality of the information has been breached.

d. Until such time as the Secretary issues regulations pursuant to the HITECH Act specifying what constitutes “minimum necessary” for purposes of the HIPAA Privacy and Security Rules, Business Associate shall, to the extent practicable, access, use, and request only Protected Health Information that is contained in a limited data set (as defined in Section 164.514(e)(2) of the HIPAA Privacy and Security Rules), unless Business Associate requires certain direct identifiers in order to accomplish the intended purpose of the access, use, or request, in which event Business Associate may access, use, or request only the minimum necessary amount of Protected Health Information to accomplish the intended purpose of the access, use, or request. Covered Entity shall determine what quantum of information constitutes the “minimum necessary” amount for Business Associate to accomplish its intended purposes.

e. Business Associate may use Protected Health Information to de-identify such information in accordance with 45 C.F.R. § 164.514(b) for Business Associate’s own business purposes or in connection with the services provided pursuant to the Agreement or to provide Data Aggregation services to Customer as permitted by 45 C.F.R. 164.504(e)(2)(i)(b). Once the Protected Health Information has been de-identified or aggregated, it is no longer considered Protected Health Information governed by this Addendum.

III. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

a. Business Associate acknowledges and agrees that all Protected Health Information that is created or received by Covered Entity and disclosed or made available in any form, including paper record, oral communication, audio recording, and electronic display by Covered Entity or its operating units to Business Associate or is created or received by Business Associate on Covered Entity’s behalf shall be subject to this Addendum.

b. Business Associate agrees to not use or further disclose Protected Health Information other than as permitted or required by the Agreement, this Addendum or as required by law.

c. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of Protected Health Information other than as provided for by this Addendum. Specifically, Business Associate will:

1. implement the administrative, physical, and technical safeguards set forth in Sections 164.308, 164.310, and 164.312 of the HIPAA Privacy and Security Rules that reasonably and appropriately protect the confidentiality, integrity, and availability of any Protected Health Information that it creates, receives, maintains, or transmits on behalf of Covered Entity, and, in accordance with Section 164.316 of the HIPAA Privacy and Security Rules, implement and maintain reasonable and appropriate policies and procedures to enable it to comply with the requirements outlined in Sections 164.308, 164.310, and 164.312; and

2. report to Covered Entity any use or disclosure of Protected Health Information not provided for by this Addendum of which Business Associate becomes aware. Business Associate shall report to Covered Entity any Security Incident of which it becomes aware. Notice is deemed to have been given for unsuccessful Security Incidents, such as (i) “pings” on an information system firewall; (ii) port scans; (iii) attempts to log on to an information system or enter a database with an invalid password or user name; (iv) denial-of-service attacks that do not result in a server being taken offline; or (v) malware (*e.g.*, a worms or a virus) that does not result in unauthorized access, use, disclosure, modification or destruction of Protected Health Information.

d. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Addendum to Business Associate with respect to such information.

e. Business Associate agrees to comply with any requests for restrictions on certain disclosures of Protected Health Information to which Covered Entity has agreed in accordance with Section 164.522 of the HIPAA Privacy and Security Rules and of which Business Associate has been notified by Covered Entity. In addition, and notwithstanding the provisions of Section 164.522 (a)(1)(ii), Business Associate agrees to comply with an individual’s request to restrict disclosure of Protected Health Information to a health plan for purposes of carrying out payment or health care operations if the Protected Health Information pertains solely to a health care item or service for which Covered Entity has been paid by in full by the individual or the individual’s representative.

f. At the request of the Covered Entity and in a reasonable time and manner, not to extend ten (10) business days, Business Associate agrees to make available Protected Health Information required for Covered Entity to respond to an individual’s request for access to his or her Protected Health Information in accordance with Section 164.524 of the HIPAA Privacy and Security Rules. If Business Associate maintains Protected Health Information electronically, it agrees to make such Protected Health Information available electronically to the applicable individual or to a person or entity specifically designated by such individual, upon such individual’s request.

g. At the request of Covered Entity and in a reasonable time and manner, Business Associate agrees to make available Protected Health Information required for amendment by Covered Entity in accordance with the requirements of Section 164.526 of the HIPAA Privacy and Security Rules.

h. Business Associate agrees to document any disclosures of and make Protected Health Information available for purposes of accounting of disclosures, as required by Section 164.528 of the HIPAA Privacy and Security Rules.

i. Business Associate agrees that it will make its internal practices, books, and records relating to the use and disclosure of Protected Health Information received from or created or received by Business Associate on behalf of, Covered Entity, available to the Secretary for the purpose of determining Covered Entity’s compliance with the HIPAA Privacy and Security Rules, in a time and manner designated by the Secretary, subject to attorney-client and other applicable privileges.

j. Business Associate agrees that, while present at any Covered Entity facility and/or when accessing Covered Entity’s computer network(s), it and all of its employees, agents, representatives and subcontractors will at all times comply with any network access and other security practices, procedures and/or policies established by Covered Entity including, without limitation, those established pursuant to the HIPAA Privacy and Security Rules.

k. Business Associate agrees that it will not directly or indirectly receive remuneration in exchange for any Protected Health Information of an individual without the written authorization of the individual or the individual's representative, except where the purpose of the exchange is:

1. for public health activities as described in Section 164.512(b) of the Privacy and Security Rules;
2. for research as described in Sections 164.501 and 164.512(i) of the Privacy and Security Rules, and the price charged reflects the costs of preparation and transmittal of the data for such purpose;
3. for treatment of the individual, subject to any further regulation promulgated by the Secretary to prevent inappropriate access, use, or disclosure of Protected Health Information;
4. for the sale, transfer, merger, or consolidation of all or part of Business Associate and due diligence related to that activity;
5. for an activity that Business Associate undertakes on behalf of and at the specific request of Covered Entity;
6. to provide an individual with a copy of the individual's Protected Health Information pursuant to Section 164.524 of the Privacy and Security Rules; or
7. other exchanges that the Secretary determines in regulations to be similarly necessary and appropriate as those described in this Section III.k.

l. Business Associate agrees that it will not directly or indirectly receive remuneration for any written communication that encourages an individual to purchase or use a product or service without first obtaining the written authorization of the individual or the individual's representative, unless:

1. such payment is for a communication regarding a drug or biologic currently prescribed for the individual and is reasonable in amount (as defined by the Secretary); or
2. the communication is made on behalf of Covered Entity and is consistent with the terms of this Addendum.

m. Business Associate agrees that if it uses or discloses patients' Protected Health Information for marketing purposes, it will obtain such patients' authorization before making any such use or disclosure.

n. Business Associate agrees to implement a reasonable system for discovery of breaches and method of risk analysis of breaches to meet the requirements of HIPAA, The HITECH Act, and the HIPAA Regulations, and shall be solely responsible for the methodology, policies, and procedures implemented by Business Associate.

o. State Privacy Laws. Business Associate shall understand and comply with state privacy laws to the extent that state privacy laws are not preempted by HIPAA or The HITECH Act.

IV. BUSINESS ASSOCIATE'S MITIGATION AND BREACH NOTIFICATION OBLIGATIONS

a. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Addendum.

b. Following the discovery of a Breach of Unsecured Protected Health Information, Business Associate shall notify Covered Entity of such Breach without unreasonable delay and in no case later than forty-five (45) calendar days after discovery of the Breach. A Breach shall be treated as discovered by Business Associate as of the first day on which such Breach is known to Business Associate or, through the exercise of reasonable diligence, would have been known to Business Associate.

c. Notwithstanding the provisions of Section IV.b., above, if a law enforcement official states to Business Associate that notification of a Breach would impede a criminal investigation or cause damage to national security, then:

1. if the statement is in writing and specifies the time for which a delay is required, Business Associate shall delay such notification for the time period specified by the official; or

2. if the statement is made orally, Business Associate shall document the statement, including the identity of the official making it, and delay such notification for no longer than thirty (30) days from the date of the oral statement unless the official submits a written statement during that time.

Following the period of time specified by the official, Business Associate shall promptly deliver a copy of the official's statement to Covered Entity.

d. The Breach notification provided shall include, to the extent possible:

1. the identification of each individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, used, or disclosed during the Breach;

2. a brief description of what happened, including the date of the Breach and the date of discovery of the Breach, if known;

3. a description of the types of Unsecured Protected Health Information that were involved in the Breach, if known (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);

4. any steps individuals should take to protect themselves from potential harm resulting from the Breach; and

5. a brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to individuals, and to protect against any further Breaches.

e. Business Associate shall provide the information specified in Section IV.d., above, to Covered Entity at the time of the Breach notification if possible or promptly thereafter as information becomes available. Business Associate shall not delay notification to Covered Entity that a Breach has occurred in order to collect the information described in Section IV.d. and shall provide such information to Covered Entity even if the information becomes available after the forty-five (45)-day period provided for initial Breach notification.

V. OBLIGATIONS OF COVERED ENTITY

a. Upon request of Business Associate, Covered Entity shall provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with Section 164.520 of the HIPAA Privacy and Security Rules.

b. Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by an individual to use or disclose Protected Health Information, if such changes affect Business Associate's permitted or required uses and disclosures.

c. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information to which Covered Entity has agreed in accordance with Section 164.522 of the HIPAA Privacy and Security Rules, and Covered Entity shall inform Business Associate of the termination of any such restriction, and the effect that such termination shall have, if any, upon Business Associate's use and disclosure of such Protected Health Information.

VI. TERM AND TERMINATION

a. Term. The Term of this Addendum shall be effective as of the date first written above, and shall terminate upon the later of the following events: (i) in accordance with Section VII.c., when all of the Protected Health Information provided by Covered Entity to Business Associate or created or received by Business Associate on behalf of Covered Entity is destroyed or returned to Covered Entity or, if such return or destruction is infeasible, when protections are extended to such information; or (ii) upon the expiration or termination of the Agreement.

b. Termination for Cause. Upon Covered Entity's knowledge of a material breach of this Addendum by Business Associate and Business Associate's failure to cure such breach within thirty (30) days of receiving notice of same from Covered Entity, Covered Entity shall have the right to terminate this Addendum and the Agreement.

c. Effect of Termination.

1. Except as provided in paragraph 2. of this subsection, upon termination of this Addendum, the Agreement or upon request of Covered Entity, whichever occurs first, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Neither Business Associate nor its subcontractors or agents shall retain copies of the Protected Health Information.

2. In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible and shall extend the protections of this Addendum to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

VII. MISCELLANEOUS

a. **No Rights in Third Parties.** Except as expressly stated herein, the Parties to this Addendum do not intend to create any rights in any third parties.

b. **Survival.** The obligations of Business Associate under Section VII(c) of this Addendum shall survive the expiration, termination, or cancellation of this Addendum, the Agreement, and/or the business relationship of the parties, and shall continue to bind Business Associate, its agents, employees, contractors, successors, and assigns as set forth herein.

c. **Amendment.** This Addendum may be amended or modified only in a writing signed by the Parties. The Parties agree that they will negotiate amendments to this Addendum to conform to any changes in the HIPAA Privacy and Security Rules as are necessary for Covered Entity to comply with the current requirements of the HIPAA Privacy and Security Rules. In addition, in the event that either Party believes in good faith that any provision of this Addendum fails to comply with the then-current requirements of the HIPAA Privacy and Security Rules or any other applicable legislation, then such Party shall notify the other Party of its belief in writing. For a period of up to thirty (30) days, the Parties shall address in good faith such concern and amend the terms of this Addendum, if necessary to bring it into compliance. If, after such thirty (30)-day period, the Addendum fails to comply with the HIPAA Privacy and Security Rules or any other applicable legislation, then either Party has the right to terminate this Addendum and the Agreement upon written notice to the other party.

d. **Independent Contractor.** None of the provisions of this Addendum are intended to create, nor will they be deemed to create any relationship between the Parties other than that of independent parties contracting with each other solely for the purposes of effecting the provisions of this Addendum and any other agreements between the Parties evidencing their business relationship.

e. **Interpretation.** Any ambiguity in this Addendum shall be resolved in favor of a meaning that permits Covered Entity to comply with the HIPAA Privacy and Security Rules.

f. **Certain Provisions Not Effective in Certain Circumstances.** The provisions of this Addendum relating to the HIPAA Security Rule shall not apply to Business Associate if Business Associate does not receive any Electronic Protected Health Information from or on behalf of Covered Entity.

g. **Ownership of Information.** Covered Entity holds all right, title, and interest in and to the PHI and Business Associate does not hold and will not acquire by virtue of this Addendum or by virtue of providing goods or services to Covered Entity, any right, title, or interest in or to the PHI or any portion thereof.

h. **Entire Agreement.** This Addendum is incorporated into, modifies and amends the Agreement, inclusive of all other prior amendments or modifications to such Agreement. The terms and provisions of this Addendum shall control to the extent they are contrary, contradictory or inconsistent with the terms of the Agreement. Otherwise, the terms and provisions of the Agreement shall remain in full force and effect and apply to this Addendum.

IN WITNESS WHEREOF, the Parties have executed this Addendum as of the day and year written above.

Each person whose signature appears hereon represents, warrants and guarantees that he/she has been duly authorized and has full authority to execute this Agreement on behalf of the party on whose behalf this Agreement is executed.

Business Associate:

Covered Entity:

EMS Management & Consultants, Inc.

Williamson County Emergency Medical Services

By: Jay Gyure
D4654ABACD10486

By: _____

Print: Jay Gyure

Print: _____

Title: CFO

Title: _____

Date: 4/6/2022

Date: _____



Williamson County Emergency Medical Services

To Respect, Care and Serve



March 30, 2022

Kerstin Hancock
Deputy Purchasing Agent
Williamson County
100 Wilco Way, – Suite P101
Georgetown, TX 78626

Mrs. Hancock,

At the request of Williamson County, our office assisted in the preparation of proposal 22RFP72 for Billing Services for Williamson County EMS.

The County received nine (9) proposals for Billing Services. The nine (9) proposals that have been analyzed are Emergicon, LLC., Digitech Computer, LLC., EMS Management and Consultants, Inc., Ambulance Medical Billing, Digitech Computer, LLC., Change Healthcare Technology Enabled Services, LLC., Quick Med Claims, LLC., CentraSol, LLC., American Business Support Services, LLC., and Coronis Health RCM, LLC. After a complete, in-depth review and analysis of the proposal requirements, three (3) vendors were selected for interview and demonstrations.

Once the interview and demonstration process were complete, EMS Management and Consultants, Inc. had the highest qualification score. The Evaluation Team scoring was entered into Bonfire. Based on the qualification score it is our recommendation that the County select EMS Management and Consultants, Inc.

Please do not hesitate to give us a call with any questions or concerns that you may have.

Sincerely,

Mike Knipstein
Director
Williamson County EMS

22RFP72 Billing Services for EMS - Scoring Summary

	Total	Ability to Perform Required Services	Unique Features or Functions of Proposed Solution	Ability to Comply with County's Required Schedule	Quality of References	Fees	Overall Responsiveness to RFP/Quality of Proposal	A - Interview/Demo	A-1 - Total for Questions and Demo
Supplier	140 pts	/ 40 pts	/ 25 pts	/ 10 pts	/ 10 pts	/ 10 pts	/ 5 pts	/ 40 pts	/ 40 pts
EMERGICON LLC	80.35	30.75	19.5	9.75	9	7.1	4.25	-	-
Digitech	110.8	35.75	22.75	7.5	9.75	10	5	20	20
EMS Management & Consultants, Inc.	136.6	38	24.75	10	10	9.1	4.75	40	40
Ambulance Medical Billing	82.63	32.75	18.75	9.5	8.75	9.13	3.75	-	-
Change Healthcare	84.38	33.25	21	7.5	9.25	8.88	4.5	-	-
Quick Med Claims, LLC	116.7	33.75	22	8	9.25	9.47	4.25	30	30
CentraSol, LLC	70.42	29	16	9	7	5.92	3.5	-	-
American Business Support Services LLC	32.6	7.5	10.75	1.25	3.75	8.35	1	-	-
Coronis Health RCM, LLC	69.1	26	15.25	10	8	7.1	2.75	-	-

Commissioners Court - Regular Session

39.

Meeting Date: 04/12/2022

Juvenile Services Texas Parks and Wildlife Grant

Submitted By: Denise Carlson, Juvenile Services

Department: Juvenile Services

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action for Juvenile Services to accept a \$29,000 grant through Texas Parks and Wildlife to provide outdoor programs for youth.

Background

Juvenile Services is requesting approval to accept a \$29,000 grant from Texas Parks and Wildlife to provide outdoor programming for youth. Juvenile Services has participated in the grant since 2005, successfully providing hiking, biking, fishing, camping, paddling, rock-climbing and other outdoor activities for youth. The grant will cover the entire cost of these activities and has no in-kind or match requirement.

Approval to apply for this grant was granted to Juvenile Services at the 9/21/2021 Commissioners Court meeting.

Fiscal Impact

From/To	Acct No.	Description	Amount
---------	----------	-------------	--------

Attachments

TPWD Grant Docs

Form Review

Inbox

Hal Hawes

County Judge Exec Asst.

Form Started By: Denise Carlson

Final Approval Date: 04/05/2022

Reviewed By

Hal Hawes

Becky Pruitt

Date

04/05/2022 09:40 AM

04/05/2022 10:47 AM

Started On: 04/05/2022 08:28 AM

TEXAS PARKS AND WILDLIFE

Recreation Grants Community Outdoor Outreach Program GRANT AGREEMENT

TPWD P.O. Number: CA-0002920

Project Number: 52-000840

Sponsor Name: Williamson County - Juvenile Services

Project Name: GO! Program

Sponsor Unique Entity Identifier: 076930049

Period of Performance: 03/01/2022 - 09/01/2023

State Share: \$29,000.00

SECTION 1 - PROJECT DESCRIPTION AND LOCATION

This Grant Agreement is entered into by the Texas Parks and Wildlife Department (Department), and the Williamson County - Juvenile Services (Sponsor). This award is funded through the Department under the authority of Chapter 24 of the Parks and Wildlife Code.

The scope of this Grant Agreement includes:

As described in the CO-OP grant application, Williamson County Juvenile Services Division will administer the GO! Program to provide forty-three outdoor activities/learning opportunities for 150 unduplicated participants, primarily youth ages 10 – 17 within the Williamson County juvenile justice system, and their families. Fifty of these youth will participate in more than one outdoor event during the grant cycle, and twenty of these activities will be one-on-one with an adult. Activities will include fishing, biking, kayaking, paddle boarding, hiking, backpacking, camping, climbing, outdoor cooking, a Career Development Presentation led by a TPWD Game Warden, four virtual classes and a Service Project at Mother Neff State Park. Most activities will take place in Texas State Parks, city and county parks within Williamson County, and along local rivers and lakes. The project will visit TPWD sites, use TPWD outreach programs and/or partner with personnel as described in the application to develop and enhance participants' relationship with the Agency.

Performance Goals include:

Goal 1: Conduct four 2-hour virtual outdoor education classes on backpacking, camping and Leave No Trace skills within a four to five-week time period for 12-15 youth participants who are residents of a secure residential program and not allowed to leave the facility.

Goal 2: Lead eight 3-4 hour after-school biking, paddling and/or fishing events (4 in the fall and 4 in the spring) for 100 youth participants/family members in city or county parks in Taylor, Round Rock, Cedar Park and Georgetown. A Texas Outdoor Family staff member, Carlos Aguirre, will provide an informational presentation on the Texas Outdoor Family program at each event.

Goal 3: Engage 20-25 youth participants in creating and/or dispersing over 400 seed balls comprised of native wildflower seed in targeted areas of Mother Neff State Park and assist in removing invasive species in order to promote prairie restoration in strategic locations in the park. Park Superintendent Melissa Chadwick will lead a presentation for the youth to help them understand the positive impact their work will have on the parklands and fauna as well as on those who visit for years to come. This will be a 2-part process, with the first part (seed ball making) to take place in the Williamson County Juvenile Justice Center. Several months later, a group will go to the park to disperse the seed balls and remove invasive species.

Goal 4: Coordinate 20 one-on-one or small group SPARK activities, averaging 2-4 hours each, between a Juvenile Probation Officer and youth participant(s) from their caseload that will consist of an outdoor activity such as fishing, biking or hiking to introduce and/or promote the idea of ongoing healthy, pro-social activities as an alternative to delinquent behavior.

Goal 5: Partner with Texas Parks and Wildlife Department Game Warden Bryan Dulock to provide a 90-minute career development presentation, informing 20-25 youth participants about career opportunities in the natural resources field.

Goal 6: Lead a combination of eight 6-8 hour paddling, biking, climbing, hiking, outdoor cooking and/or fishing trips for 60 youth participants to locations that include McKinney Falls SP, Inks Lake SP, Buescher SP, Reimer's Ranch, Mother Neff SP, Lake Georgetown as well as nearby county parks. These activities will provide introductory level skills building opportunities to youth who have little to no experience with the target activities.

Total un-duplicated participants served: 150

Participant demographics include:

- < 40% ethnic minority
- 50–59% female
- 50–59% low income
- < 40% physically/mentally challenged

This grant agreement is not for research and development.

SECTION 2 - SPECIAL CONDITIONS APPLICABLE TO THIS AGREEMENT

N/A

SECTION 3 - KEY OFFICIALS

1. Key officials are essential to ensure maximum coordination and communications between the parties and the work being performed. They are:

FOR TEXAS PARKS AND WILDLIFE DEPARTMENT:

Dana Lagarde
Director of Recreation Grants
4200 Smith School Road
Austin, Texas 78744
(512)389-8224
Dana.Lagarde@tpwd.texas.gov

Grant Manager:
Carly Blankenship
Recreation Grants Branch
4200 Smith School Road
Austin, Texas 78744
(512) 389-8224
carly.blankenship@tpwd.texas.gov

Grant Coordinator:
Jessica Lagalo
Recreation Grants Branch
4200 Smith School Road

Austin, Texas 78744
(512) 389-8224
jessica.lagalo@tpwd.texas.gov

FOR PROJECT SPONSOR:

Official Point of Contact

Marla Burns
Adventure Therapist, LPC-S
200 Wilco Way
Georgetown, Texas, 78626
(512) 626-1550
bkpkr347@aol.com

Project Coordinator

Marla Burns
Adventure Therapist, LPC-S
200 Wilco Way
Georgetown, Texas, 78626
(512) 626-1550
bkpkr347@aol.com

Fiscal Contact

Denise Carlson
Assistant Financial Director
200 Wilco Way
Georgetown, Texas, 78626
(512) 943-3220
denise.carlson@wilco.org

1. Sponsor shall address any communication regarding this Grant Agreement to the Grant Coordinator with a copy to the Grant Manager. Communications that relate solely to technical matters may be sent only to the Grant Coordinator.
2. Neither the Department nor Sponsor may make any permanent change in a key official without written notice to the other party reasonably in advance of the proposed change. The notice will include a justification with sufficient detail to permit evaluation of the impact of such a change on the scope of work specified within this Grant Agreement. Any permanent change in key officials will be made only by modification to this Grant Agreement.

SECTION 4 - AWARD AND PAYMENT

1. The Department will provide funding to the Sponsor in an amount not to exceed \$29,000.00 for the project described under Project Description and Location above and in accordance with the Department-approved Budget Summary attached.
2. The Sponsor shall obtain prior approval from the Department for budget and program revisions and shall request reimbursement via payment in accordance with the most current version of the Instructions for Approved Projects Recreation Grant Programs on form PWD BK P4000-1146.
3. All obligations must occur on or between the beginning and ending dates (period of performance) of the grant project. The period of performance is dictated by statute and is included on page 1 of this award.

SECTION 5 - MODIFICATION, REMEDIES FOR NON-COMPLIANCE TERMINATION

1. This Agreement may be modified only by a written instrument executed by the parties. Modifications will be in writing and approved by the Department and the authorized representative of the Sponsor.
2. Additional conditions may be imposed by the Department if it is determined that the Sponsor is non-compliant to the terms and conditions of this agreement.
3. The Department may suspend program assistance under the project pending corrective action by the Sponsor or pending a decision to terminate the grant by the Department.
4. The Sponsor may unilaterally terminate the project at any time prior to the first payment on the project. After the initial payment, the project may be terminated, modified, or amended by the Sponsor only by agreement with the Department.
5. The Department may terminate the project in whole, or in part, at any time before the date of completion, whenever it is determined that the Sponsor has failed to comply with the conditions of the grant. The Department will promptly notify the Sponsor in writing of the determination and the reasons for termination, together with the effective date. Payments made to the Sponsor or recoveries by the Department under projects terminated for cause shall be in accord with the legal rights and liabilities of the parties.
6. The Department or Sponsor may terminate grants in whole, or in part, at any time before the date of completion, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions, including the effective date and, in the case of partial termination, the portions to be terminated. The Sponsor shall not incur new obligations for the terminated portion after the effective date and shall cancel as many outstanding obligations as possible. The Department may allow full credit to the Sponsor for the State share of the non-cancelable obligations, property incurred by the Sponsor, pending written receipt of the determination and the reasons for termination, together with the effective date. Payments made to the Sponsor or recoveries by the Department under projects terminated for cause shall be in accord with the legal rights and liabilities of the parties.
7. Termination either for cause or for convenience requires that all funds provided by the Department be returned.
8. If the Sponsor does not comply with provisions as set forth in the grant project agreement and the Manual regarding both active project compliance and compliance at previously assisted grant sites, the following actions may be taken:
 - i. The Department may withhold payment to the Sponsor;
 - ii. The Department may withhold action on pending projects proposed by the Sponsor

SECTION 6 - CLOSE OUT RESPONSIBILITIES

Sponsor must submit, no later than 45 calendar days after the end date of the period of performance, all financial, performance, and other reports as required by the terms and conditions of this Grant Agreement. The Department may approve extensions when requested by the Sponsor.

Sponsor will follow closeout procedures in the Community Outdoor Outreach Program Guidance.

SECTION 7 - TERMS OF ACCEPTANCE

By accepting funds under this grant, the Sponsor agrees to comply with the terms and conditions of this Grant Agreement. Sponsor also agrees to comply with assurances and certifications made in its approved grant application, and applicable federal statutes, regulations and guidelines. Sponsor agrees to administer the grant in accordance with the approved grant application, budgets, supporting documents, and all other representations made in support of the approved grant application. Sponsor agrees to comply with the provisions of all attachments.

Signature Authority

The person or persons signing this Grant Agreement on behalf of the Sponsor hereby warrant and guarantee that they are duly authorized by the Sponsor to execute this Grant Agreement on behalf of the Sponsor and to validly and legally bind the Sponsor to all the terms of this agreement.

Entire Agreement; Modifications Must Be in Writing

This Grant Agreement and each of its provisions will be binding upon the parties and may not be waived, modified, amended or altered unless with prior written approval by both parties.

Venue; Governing Law

This Grant Agreement shall be governed by the laws of the State of Texas. The proper place of venue for suit on or in respect of the Agreement shall be Travis County.

SECTION 8 – ATTACHMENTS INCORPORATED BY REFERENCE

The following completed documents are attached to and made part of this Agreement:

COOP Program Guidance

Assurances for State Funded Awards

TPWD Logo Use Agreement

Approved Budget for Williamson County Juvenile Services

SECTION 9 – SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) set forth below.

TEXAS PARKS AND WILDLIFE DEPARTMENT

Signature: Dana Lagarde

Title: Director of Recreation Grants

Date: 03/31/2022

Sam Date/Initials: 03/31/2022 / C.B.

Williamson County - Juvenile Services

Name: _____

Title: _____

Signature: _____

Date: _____

Texas Parks and Wildlife Department
Recreation Grants
Uniform Assurances for State Funded Awards

UNIFORM ASSURANCES

Child Support Obligation Sponsor represents and warrants that it will include the following clause in the award documents for every subcontract and will require contractors to certify accordingly: "Under Section 231.006 of the Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid or application is not ineligible to receive the specified payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. A bid or an application for a contract paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application."

Cybersecurity Training Program Sponsor represents and warrants its compliance with Section 2054.5191 of the Texas Government Code relating to the cybersecurity training program for local government employees who have access to a local government computer system or database. If Sponsor has access to any state computer system or database, Sponsor shall complete cybersecurity training and verify completion of the training program to the Department pursuant to and in accordance with Section 2054.5192 of the Government Code.

Debarment and Suspension Sponsor certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the *State of Texas Debarred Vendor List* maintained by the Texas Comptroller of Public Accounts and the *System for Award Management (SAM)* maintained by the General Services Administration.

Debts and Delinquencies Respondent agrees that any payments due under the contract or grant shall be applied towards any debt or delinquency that is owed to the State of Texas.

Disclosure Protections for Certain Charitable Organizations, Charitable Trusts and Private Foundations Sponsor represents and warrants that it will comply with Section 2252.906 of the Texas Government Code relating to disclosure protections for certain charitable organizations, charitable trusts, and private foundations.

Dispute Resolution The dispute resolution process provided in Chapter 2009 of the Texas Government Code is available to the parties to resolve any dispute arising under the agreement.

Excluded Parties Sponsor certifies that it is not listed in the prohibited vendors list authorized by Executive Order No. 13224, "*Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism*", published by the United States Department of the Treasury, Office of Foreign Assets Control.

Executive Head of a State Agency Affirmation Under Section 669.003 of the Texas Government Code, Sponsor certifies that it does not employ, or has disclosed its employment of, any former executive head of the Agency. Sponsor must provide the following information in the Response.

Name of Former Executive: _____

Name of State Agency: _____

Date of Separation from State agency: _____

Position with Sponsor: _____

Date of Employment with Sponsor: _____

Funding Limitation Sponsor agrees that nothing in this Grant Agreement will be interpreted to create an obligation or liability of the Department in excess of the funds delineated in this Grant Agreement. Sponsor agrees that funding for this Grant Agreement is subject to the actual receipt by the Department of grant funds appropriated to the Department. Sponsor agrees that the grant funds, if any, received from the Department may be limited by the term of each state biennium and by specific appropriation authority to and the spending authority of the Department for the purpose of this Grant Agreement. Sponsor agrees that notwithstanding any other provision of this Grant Agreement, if the Department is not appropriated the funds or if the Department does not receive the appropriated funds for this grant program, or if the funds appropriated to the Department for this grant program are required to be reallocated to fund other federal or state programs or purposes, the Department is not liable to pay the Sponsor any remaining balance on this grant.

Indemnification Sponsor SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND DEPARTMENT, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF Sponsor OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT and any Purchase orders issued under THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY Sponsor WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND Sponsor MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. Sponsor AND DEPARTMENT AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

Law Enforcement Agency Grant Restriction If Respondent is a law enforcement agency regulated by Chapter 1701 of the Texas Occupations Code, Respondent represents and warrants that it will not use appropriated money unless the law enforcement agency is in compliance with all rules adopted by the Texas Commission on Law Enforcement (TCOLE), or TCOLE certifies that it is in the process of achieving compliance with such rules.

Legal Authority Sponsor represents that it possesses legal authority to apply for the grant. A resolution, motion or similar action has been duly adopted or passed as an official act of the Sponsor's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative, or the designee of Sponsor to act in connection with the application and to provide such additional information as may be required.

Limitations on Grants to Units of Local Governments Respondent acknowledges and agrees that appropriated funds may not be expended in the form of a grant to, or contract with, a unit of local government unless the terms of the grant or contract require that the funds received under the grant or contract will be expended subject to the limitations and reporting requirements similar to those provided by the following:

- Parts 2 and 3 of the Texas General Appropriations Act, Art. IX, except there is no requirement for increased salaries for local government employees;
- Sections 556.004, 556.005, and 556.006 of the Texas Government Code; and
- Sections 2113.012 and 2113.101 of the Texas Government Code.

Lobbying Expenditure Restriction Sponsor represents and warrants that Department's payments to Sponsor and Sponsor's receipt of appropriated or other funds under the grant are not prohibited by Sections 403.1067 or 556.0055 of the Texas Government Code which restrict lobbying expenditures.

No Waiver of Sovereign Immunity The Parties expressly agree that no provision of the Grant Agreement is in any way intended to constitute a waiver by the Department or the State of Texas of any immunities from suit or from liability that the Department or the State of Texas may have by operation of law.

Open Meetings If the Sponsor is a governmental entity, Sponsor represents and warrants its compliance with Chapter 551 of the Texas Government Code which requires all regular, special or called meeting of a governmental body to be open to the public, except as otherwise provided by law.

Political Polling Prohibition Respondent represents and warrants that it does not perform political polling and acknowledges that appropriated funds may not be granted to, or expended by, any entity which performs political polling.

Records Retention Respondent shall maintain and retain all records relating to the performance of the grant including supporting fiscal documents adequate to ensure that claims for grant funds are in accordance with applicable State of Texas requirements. These records will be maintained and retained by Respondent for a period of four (4) years after the grant expiration date or until all audit, claim, and litigation matters are resolved, whichever is later. Agency reserves the right to direct a Respondent to retain documents for a longer period of time or transfer certain records to Agency custody when it is determined the records possess longer term retention value. Respondent must include the substance of this clause in all subawards and subcontracts.

Texas Public Information Act Sponsor understands that Department will comply with the Texas Public Information Act (Chapter 552 of the Texas Government Code) as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas. Information, documentation, and other material in connection with this Grant Agreement or any resulting contract or grant may be subject to public disclosure pursuant to the Texas Public Information Act. In accordance with Section 2252.907 of the Texas Government Code, Sponsor is required to make any information created or exchanged with the State pursuant to the contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.

Reporting Compliance Sponsor represents and warrants that it will submit timely, complete, and accurate reports in accordance with the grant and maintain appropriate backup documentation to support the reports.

Reporting Suspected Fraud and Unlawful Conduct Sponsor represents and warrants that it will comply with Section 321.022 of the Texas Government Code which requires that suspected fraud and unlawful conduct be reported to the State Auditor's Office.

State Auditor's Right to Audit The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. The acceptance of funds directly under the contract or indirectly through a subcontract under the contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.



PROUD
PARTNER

**“PROUD PARTNER”
LOGO USE AGREEMENT
BETWEEN
CO-OP GRANTEE
AND
TEXAS PARKS AND WILDLIFE DEPARTMENT**

1. **TERM.** This Logo Use Agreement will begin on the date this agreement is signed by both parties: Dana Lagarde, TPWD Recreational Grants Director and the authorized CO-OP Grantee representative. This grant will be in effect until the end date of the current grant period, or within thirty days of any decision made by Texas Parks and Wildlife Department to terminate this agreement, whichever comes first.
2. **LICENSE OF TPWD MARK.** Texas Parks and Wildlife Department referred to hereinafter as TPWD, hereby grants CO-OP grantee referred to hereinafter as CO-OP grantee a non-exclusive right, license and privilege of utilization of the TPWD logo, hereinafter referred to as the MARK, only in conjunction with the words PROUD PARTNER as shown on Exhibit A.
3. **USAGE.** The MARK may be used by CO-OP grantee only in connection with activities or projects related directly to the CO-OP grant received from TPWD, and is not to be used in any other context or in any manner as to suggest TPWD’s endorsement of the organization.
4. The MARK can only be used only in context of the CO-OP Grant’s funded activity(s) or project(s) and only for the following specific uses: on flyers or brochures; t-shirts/sweatshirts, water bottles, caps, bandanas, website and equipment trailers.
5. CO-OP grantee recognizes and agrees with the MARK and all goodwill associated or to be associated with the MARK belongs exclusively to TPWD in any form or embodiment thereof. CO-OP grantee hereby agrees that every use of the MARK shall inure to the benefit of TPWD and that shall not at any time acquire any rights in such MARK by virtue of any use it may make of such MARK. CO-OP grantee shall not, at any time, do or suffer to be done any act or thing which may in any way adversely affect any rights of TPWD in and to the MARK or any registrations thereof.
6. The color usage of the MARK as indicated on Exhibit A is PMS 341 or black. When a four-color process is used and PMS 341 cannot be matched properly, then the logo must be presented in black. The secondary logo is always a black rectangle with white text. When either logo is used within a block of color, caution should be taken to ensure that there is sufficient contrast for easy identification.
7. Dana Lagarde, or his designee, will provide to the CO-OP Grantee high-resolution digital files of the Proud Partner logo, in both color and black and white, upon execution of this logo use agreement.
8. A sample of all uses of the MARK during the agreement period should be submitted by e-mail to Cappy Smith, CO-OP Grant Manager, so that TPWD may retain a record of how its logo has been used and can address any incorrect uses of the logo if such occurs.

- 9. TPWD reserves the right to terminate this agreement upon written notification.
- 10. This logo release agreement has been reviewed and approved by Darcy Bontempo, TPWD Marketing Director.

Signature of Darcy Bontempo, with date

- 11. It is understood that any intended uses of the logo other than what has been specified herein must be submitted as a request directly to Darcy Bontempo via email at darcy.bontempo@tpwd.texas.gov and must be approved prior to use.

Dana Lagarde
Signature

01/06/2021
Date

Signature

Date

Printed Name: Dana Lagarde

Title: Director of Recreational Grants

Organization Name: Texas Parks & Wildlife Dept.

Address: 4200 Smith School Rd.

City, State, Zip: Austin, Texas 78744

Phone: (512) 389-8712

Email: dana.lagarde@tpwd.texas.gov

Printed Name: _____

Title: _____

Organization Name: _____

Address: _____

City, State, Zip: _____

Phone: _____

Email: _____

Complete this Logo Use Agreement Document in your RGO account. Once it is approved, an email will be sent to you with the logos attached.

Exhibit A

COLOR: The color usage of the TPWD logo is PMS 341 or black. When a four-color process is used and PMS 341 cannot be matched properly, then the logo must be presented in black. The secondary logo is always a black rectangle with white text. When either logo is used within a block of color, caution should be taken to ensure that there is sufficient contrast for easy identification. "Proud Partner" is presented in black or white, depending on the background.

REGISTRATION: When either logo is used within a block of color, caution should be taken to ensure that there is sufficient contrast for easy identification. Good color registration is essential, since poorly registered print can distort the logo.

ASPECT RATIO AND SIZE The aspect ratio of the logo should never be changed. The logo should always be undistorted and appear as a perfect square. Although the logo can be used in a wide range of sizes, it should appear no smaller than .75 inches. The orientation of the logo must not be rotated.

IMPROPER USE: The logo may not appear in outlined or in negative (reversed) form. The logo must not be screened, such as a halftone. The logo may not be embossed or have 3D effects applied or shadows added to the logo. No copy or other visual material may be printed over or superimposed on the TPWD logo.



PROUD PARTNER



PROUD PARTNER



PROUD PARTNER



PROUD PARTNER

Project Cost Summary and Budget Narrative

Do you charge a program or a membership fee to participate in this proposed project?
 Yes No

If yes, explain the cost breakout and what specific budget items those fees are used to support. CO-OP prefers grant funded programs to be free or low cost to program participants. (4000 characters or less)

Itemized Budget

Provide your budget for the proposed project which must be supported by your narrative. General categories such as "kayaking supplies" and "fishing supplies" are allowed, but provide examples of items in these categories in the Budget Summary section below. Do not use "Program Supplies" or "Education Supplies" categories as they are too broad.

Requested funding will be disallowed for any ineligible items listed in your budget. For additional guidelines on eligible items, please refer to the budget portion of the [CO-OP Program Guidance](#) and see the [Sample Budget](#). You must complete the table on this page for your application, but you can use the [Budget Template](#) for planning purposes.

	# of Units	Cost Per Unit	Grantee Cost	TPWD Cost	Total Cost	For TPWD use only	
						Approved TPWD Cost	Approved Total Cost
PROJECT COSTS							
Personnel and Fringe			\$0	\$16,560.00	\$16,560.00	\$16,560.00	\$16,560.00
Grant Coordinator	240	\$30.00		\$7,200.00	\$7,200.00	\$7,200.00	\$7,200.00
Guide Fees	52	\$180.00		\$9,360.00	\$9,360.00	\$9,360.00	\$9,360.00
				\$0	\$0	\$0	\$0
PROJECT COSTS							
Food/Travel			\$0	\$4,410.00	\$4,410.00	\$4,410.00	\$4,410.00
Food and supplies for events	1	\$3,850.00		\$3,850.00	\$3,850.00	\$3,850.00	\$3,850.00
Mileage expenses	1,000	\$0.56		\$560.00	\$560.00	\$560.00	\$560.00

\$0
\$0
\$0
\$0
\$0

	# of Units	Cost Per Unit	Grantee Cost	TPWD Cost	Total Cost	Approved TPWD Cost	Approved Total Cost
PROJECT COSTS							
Fees (Park, Program, Housing, Liability Insurance, Training)							
Annual youth group park pass	1	\$100.00	\$0	\$840.00	\$840.00	\$840.00	\$840.00
Texas Parks Pass	2	\$70.00		\$100.00	\$100.00	\$100.00	\$100.00
Park pavilion rentals/entrance fees	1	\$560.00		\$140.00	\$140.00	\$140.00	\$140.00
TPWD campsite fees	2	\$20.00		\$560.00	\$560.00	\$560.00	\$560.00
				\$40.00	\$40.00	\$40.00	\$40.00

	# of Units	Cost Per Unit	Grantee Cost	TPWD Cost	Total Cost	Approved TPWD Cost	Approved Total Cost
PROJECT COSTS							
Service Project							
Native seeds for wildflower planting project	1	\$1,800.00	\$0	\$1,940	\$1,940.00	\$1,940.00	\$1,940.00
Bags of compost for making seedballs	10	\$8.00		\$1,800.00	\$1,800.00	\$1,800.00	\$1,800.00
Bags of clay for making seedballs	6	\$10.00		\$80.00	\$80.00	\$80.00	\$80.00
				\$60.00	\$60.00	\$60.00	\$60.00
				\$0	\$0	\$0	\$0

	# of Units	Cost Per Unit	Grantee Cost	TPWD Cost	Total Cost	Approved TPWD Cost	Approved Total Cost
PROJECT COSTS							
Supplies							
Fishing supplies and related	1	\$600.00	\$0	\$5,250.00	\$5,250.00	\$5,250.00	\$5,250.00
Fishing/Angling				\$600.00	\$600.00	\$600.00	\$600.00

First aid supplies, coolers and storage totes have been listed under "Other" because their use will fall under multiple categories. For instance, coolers will be used on almost every trip. The storage totes will be used to store everything from PFD's and kayak seatbacks, climbing gear, camping gear and biking supplies. Some of these totes will also be used to securely transport food, trip supplies and related gear on each trip.

In addition, in-kind contributions will include the following:

Administrative/financial staff members who oversee the administering of all financial aspects of the grant --

\$10,800 over 18 months

Field Probation staff and Residential Supervision staff who will accompany and supervise youth during all activities -- \$8,000

Williamson County Juvenile Services will also provide transportation to and from all outdoor activities involving youth (families will transport themselves to and from the family events).

TPWD Staff - Itemized Budget Notes: For TPWD use only

\$500 in sponsor contribution removed from budget - CO-OP doesn't require match so projects aren't required to report those expenses.
No disallowed expenses.

Commissioners Court - Regular Session

40.

Meeting Date: 04/12/2022

3866 Forest North Drainage Improvements Phase 3 - Change Order #10 (COA Balancing)

Submitted By: Julissa Vasquez, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding Change Order No. 10 in the amount of \$142,048.42 for Project 3866 Forest North Drainage Improvements Phase 3 (DeNucci Constructors) P:225 Funding Source: Road Bond.

Background

This Change Order provides the balancing for the overrun and underrun of Contract quantities on the project paid for by the City of Austin (COA). These changes are the result of addressing additional work desired by the City of Austin. Austin Water Utilities has reviewed and approved these changes and pricing. All changes were approved prior to the performance of the work.

This Change Order results in a net increase of \$142,048.42 to the Contract amount, for an adjusted Contract total of \$5,245,680.16. The original Contract amount was \$4,793,058.15. As a result of this and all Change Orders to-date, \$452,622.01 has been added to the Contract, resulting in a 9.4% net increase in the overall Contract cost. No time will be added to the Contract for this Change Order.

This Change Order results in a net increase of \$142,048.42 for an adjusted City Contract amount of \$1,957,024.87. The original water line portion of the Contract was \$1,762,567.00. As a result of this and all Change Orders to-date, \$194,457.87 has been added to the City portion of the Contract resulting in a 11.0% increase in the overall COA water line Contract.

Fiscal Impact

From/To	Acct No.	Description	Amount
---------	----------	-------------	--------

Attachments

3866-ForestNorthPh3-CO#10(COA-Balancing)

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Julissa Vasquez

Final Approval Date: 04/07/2022

Reviewed By

Becky Pruitt

Date

04/07/2022 09:12 AM

Started On: 04/06/2022 07:52 AM

WILLIAMSON COUNTY, TEXAS
CHANGE ORDER NUMBER: 10

1. CONTRACTOR: DeNucci Constructors
2. Change Order Work Limits: Sta. _____ to Sta. _____
3. Type of Change(on federal-aid non-exempt projects): Minor (Major/Minor)
4. Reasons: 3F (3 Max. - In order of importance - Primary first)

Project:	<u>Forest North Phase III</u>
Roadway:	<u>Rdwy Improvements</u>
CSJ Number:	<u>3866</u>


5. Describe the work being revised:

3F: Additional work desired by the County. County Convenience. This Change Order provides the balancing for the overrun and underrun of Contract quantities on the project paid for by the City of Austin. These changes are a result of addressing field conditions not accounted for in the original plans. All changes were approved by the City prior to the work being performed.


See Attached

7. New or revised plan sheet(s) are attached and numbered: N/A
8. New Special Provisions/Specifications to the contract are attached: Yes No
9. New Special Provisions to Item N/A No. N/A, Special Specification Item N/A are attached.

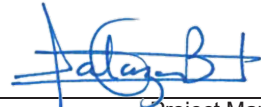
Each signatory hereby warrants that each has the authority to execute this Change Order (CO).

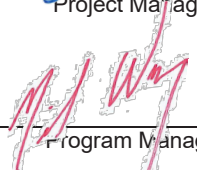
<p><i>The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change.</i></p> <p>THE CONTRACTOR Date <u>3/23/2022</u></p> <p>By <u></u></p> <p>Typed/Printed Name <u>Aaron DeNucci</u></p> <p>Typed/Printed Title <u>Project Engineer</u></p>	<p align="center">The following information must be provided</p> <p>Time Ext. #: <u>N/A</u> Days added on this CO: <u>0</u></p> <p>Amount added by this change order: <u>\$142,048.42</u></p>
---	--

RECOMMENDED FOR EXECUTION:

 Digitally signed by Wale Odufuye
 DN: c=US,
 E=wale.odufuye@austintexas.gov,
 O=CoA Public Works, OU=Engineering
 Services Division, CN=Wale Odufuye
 Date: 2022.03.29 18:54:39-05'00'

Wale Odufuye 03/29/2022
 City of Austin Project Manager Date

 4/5/2022
 Project Manager Date

 4/5/2022
 Program Manager Date

Design Engineer's Seal:

County Commissioner Precinct 1		Date
<input type="checkbox"/>	APPROVED	<input type="checkbox"/>
<input type="checkbox"/>	REQUEST APPROVAL	
County Commissioner Precinct 2		Date
<input type="checkbox"/>	APPROVED	<input type="checkbox"/>
<input type="checkbox"/>	REQUEST APPROVAL	
County Commissioner Precinct 3		Date
<input type="checkbox"/>	APPROVED	<input type="checkbox"/>
<input type="checkbox"/>	REQUEST APPROVAL	
County Commissioner Precinct 4		Date
<input type="checkbox"/>	APPROVED	<input type="checkbox"/>
<input type="checkbox"/>	REQUEST APPROVAL	
County Judge		Date
<input type="checkbox"/>	APPROVED	

CHANGE ORDER REASON(S) CODE CHART

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

Williamson County Road Bond Program

Forest North Drainage Phase 3 Williamson County Project No. 3866

Change Order No. 10

Reason for Change

This Change Order provides the balancing for the overrun and underrun of Contract quantities on the project paid for by the City of Austin (COA). These changes are the result of addressing field conditions not accounted for in the original plans. Austin Water Utilities has reviewed and approved these changes and pricing. All changes were approved prior to the performance of the work.

This Change Order results in a net increase of \$142,048.42 to the Contract amount, for an adjusted Contract total of \$5,245,680.16. The original Contract amount was \$4,793,058.15. As a result of this and all Change Orders to-date, \$452,622.01 has been added to the Contract, resulting in a 9.4% net increase in the overall Contract cost. No time will be added to the Contract for this Change Order. Austin Water Utilities has reviewed and approved these changes and pricing.

This Change Order results in a net increase of \$142,048.42 for an adjusted City Contract amount of \$1,957,024.87. The original water line portion of the Contract was \$1,762,567.00. As a result of this and all Change Orders to-date, \$194,457.87 has been added to the City portion of the Contract resulting in a 11.0% increase in the overall COA water line Contract.

HNTB Corporation

Oscar Salazar-Bueno, P.E.

Eddie R. Church

From: Bruce Thurin
Sent: Thursday, February 17, 2022 2:39 PM
To: Clayton Weber
Subject: FW: COA Forest North III Overruns
Attachments: Copy of Forest North Quantity Overruns.xlsx; RE: 3866 FN PH III Walk Through and Valve Turn

From: Ridgway, Raymond <Raymond.Ridgway@austintexas.gov>
Sent: Thursday, February 17, 2022 1:51 PM
To: Bruce Thurin <bthurin@HNTB.com>
Cc: 34275_RB_ForestNorthDrainage <ForestNorthDrainage_P225@hntb.com>; Glosson, Rick <Rick.Glosson@austintexas.gov>
Subject: RE: COA Forest North III Overruns

Bruce,

Please find attached quantity overruns for FN. As discussed, the New FH overrun will need to be corrected by reducing by 1 each, and adding 1 each to FH removal from DeNucci in the next pay app. Email from DeNucci committing to this is attached.

Thanks,

Raymond Ridgway
City of Austin - CMD Construction Coordinator I
(512) 228-0634 / raymond.ridgway@austintexas.gov

Eddie R. Church

From: aarond@denucciconstructors.com
Sent: Monday, January 10, 2022 1:37 PM
To: Ridgway, Raymond; Glosson, Rick
Cc: Bruce Thurin; Paul DeNucci; 34275_RB_ForestNorthDrainage
Subject: RE: 3866 FN PH III Walk Through and Valve Turn

Thanks Raymond. That will work.

Aaron J. DeNucci
DeNucci Constructors, LLC
8310-1 Cap Tx Hwy N. Ste 275
Austin, Texas 78731
512-335-0600 office
512-342-0600 fax
512-423-0770 cell
aarond@denucciconstructors.com
www.denucciconstructors.com

----- Original Message -----

Subject: RE: 3866 FN PH III Walk Through and Valve Turn
From: "Ridgway, Raymond" <Raymond.Ridgway@austintexas.gov>
Date: Mon, January 10, 2022 10:21 am
To: "aarond@denucciconstructors.com" <aarond@denucciconstructors.com>, "Glosson, Rick" <Rick.Glosson@austintexas.gov>
Cc: Bruce Thurin <bthurin@hntb.com>, Paul DeNucci <paul@denucciconstructors.com>, 34275_RB_ForestNorthDrainage <34275_RB_ForestNorthDrainage@HNTB.com>

Aaron,

Per our discussion, on the next pay app you will reverse the charge for new FH (bid item 87), and instead charge for remove FH (bid item 88) for the work done to add riser to existing FH 58889.

Thanks,

Raymond Ridgway
City of Austin - CMD Construction Coordinator I
(512) 228-0634 / raymond.ridgway@austintexas.gov

From: aarond@denucciconstructors.com <aarond@denucciconstructors.com>
Sent: Monday, January 10, 2022 7:56 AM
To: Glosson, Rick <Rick.Glosson@austintexas.gov>; Ridgway, Raymond <Raymond.Ridgway@austintexas.gov>
Cc: Bruce Thurin <bthurin@hntb.com>; Paul DeNucci

Item #	Description	Plan Sheet	STA	Address	Reason	Note
79	New 6" Dia. DI Pipe	C-124	7+91		AWU	additional 6" DI for service connections
79	New 6" Dia. DI Pipe	C-124	5+51		AWU	additional 6" DI for service connections
79	New 6" Dia. DI Pipe	C-124	3+13		AWU	additional 6" DI for service connections
91	Relocate 2" Single Service as new 2" Single Service	C-133	1+44	12514 Shaasta Ln	AWU	Single Service beyond property line, meter moved up to property line
91	Relocate 2" Single Service as new 2" Single Service	C-139	1+32	9517 Lonvale Dr	AWU	Relocated single service because of tree and FH location
92	Relocate 2" Double Service as new 2" Single Services	C-145	3+95	9312/9400 Eddystone	AWU	relocated double to 2 single because of tree conflict
92	Relocate 2" Double Service as new 2" Single Services	C-151	9+51	9101/12912 Broadmeade A	AWU	relocated double service per previous inspector
92	Relocate 2" Double Service as new 2" Single Services	C-113	3+83	9419/9417 Shady Oaks Dr	AWU/TC	relocated to save existing oak tree
81	New 2" Single Service Connection	C-113	3+85	12701 Parklaid Dr	DD	service not shown in plan
81	New 2" Single Service Connection	C-128	1+28		DD	single service shown as double on plan (1 of 2)
81	New 2" Single Service Connection	C-128	1+49		DD	single service shown as double on plan (2 of 2)
81	New 2" Single Service Connection	C-134	1+58		DD	reconnected 1 single service not on plans but affected by new water main
82	New 2" Double Service Connection	C-109	4+60	13416/13414 Wisterwood St	DD	reconnected 1 double service not on plans but affected by new water main
82	New 2" Double Service Connection	C-129	3+00	12911/12909 Springvale	DD	reconnected 1 double service not on plans but affected by new water main
82	New 2" Double Service Connection	C-136	6+96		DD	reconnected 1 double service not on plans but affected by new water main
91	Relocate 2" Single Service as new 2" Single Service	C-153	4+26	12906/12904 Broadmeade	DD	relocated double service - storm drain conflict
91	Relocate 2" Single Service as new 2" Single Service	C-106	7+95		DD	existing meter conflict with new sidewalk
92	Relocate 2" Double Service as new 2" Single Services	C-109	2+09	9705 Perthshire St	DD	storm drain conflict CHECK
92	Relocate 2" Double Service as new 2" Single Services	C-109	4+50	13416/13414 Westerwood	DD	13416/13414 Westerwood
92	Relocate 2" Double Service as new 2" Single Services	C-124	3+13	13003/13001 Stillforest St	DD	relocated 1 double service to property line - storm drain conflict
97	Relocate 2" Double Service as new 2" Single Services	SH 28		9513/9511 Eddystone	DD	relocated double service storm drain conflict/storm sewer plans
97	Jacking or Boring 18" Pipe, Steel, 3/8", Complete in place	C-135	1+50		DD	Plan Calls out 8" Line to be bored, line is running through creek and required 15" casing. No qty for boring or casing
90	AC Pipe Connections, 6" Dia. x 6" Dia.	C-124	7+91		DD	Plans state to remove pipe from joint to joint but do not provide quantities for additional connections x2 each
90	AC Pipe Connections, 6" Dia. x 6" Dia.	C-124	5+51		DD	Plans state to remove pipe from joint to joint but do not provide quantities for additional connections x2 each
90	AC Pipe Connections, 6" Dia. x 6" Dia.	C-124	3+13		DD	Plans state to remove pipe from joint to joint but do not provide quantities for additional connections x2 each
89	AC Pipe Connections, 8" Dia. x 8" Dia.	C-113	6+92		DD	Plans state to remove pipe from joint to joint but do not provide quantities for additional connections x2 each
89	AC Pipe Connections, 8" Dia. x 8" Dia.	C-113	5+38		DD	Plans state to remove pipe from joint to joint but do not provide quantities for additional connections x2 each
89	AC Pipe Connections, 8" Dia. x 8" Dia.	C-113	3+83		DD	Plans state to remove pipe from joint to joint but do not provide quantities for additional connections x2 each

Commissioners Court - Regular Session

41.

Meeting Date: 04/12/2022

1810-265-North Mays Extension - Change Order #7 - (Balancing)

Submitted By: Julissa Vasquez, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding Change Order No. 7 in the amount of \$302,109.20 for Project 1810-265-North Mays Extension (Capital Excavation) P: 224 Funding Source: Road Bond.

Background

This Change Order provides the final balancing for the overrun of Contract quantities on the project as a result of addressing field conditions not accounted for in the original plans. This Change Order adds items to compensate the Contractor for various work including installation of soil stabilization measures under the bridge and a Force Account item to pay for the installation of Oncor illumination poles, wire and conduit south of the bridge.

The following is a description of new items added to the Contract by this Change Order:

Item 416-WC01 Drill Shaft Test Cores. This item pays for additional cores at the bottom of the drill shafts to confirm the depth of bearing material supporting the foundation.

Item 730-WC01 Mowing/Maintenance. This item pays for mowing and litter pickup on the project at the request of the City of Round Rock prior to final acceptance of the project.

Item 164-WC01 Seeding for Erosion Control (Under Bridge Seed Mixture Special). This item pays for a special seed mixture recommended by the Lady Bird Wildflower Center placed under the bridge.

Item 550-WC01 Fencing (Chain Link). This item pays for modifications to an existing chain link fence so that it would match the new driveway constructed by the project.

Item 341-WC03 Asphalt Repair. This item pays for repair to asphalt pavement to correct the cross slope in a pedestrian cross-walk to meet the ADA requirements.

Due to the lack of exposure to sunlight and rainfall, vegetation did not establish under the bridge. To provide stabilization, heavy soil retention materials are being added to prevent erosion from drainage under the bridge. The plans and materials have been reviewed and approved by the City of Round Rock and the Water Control and Improvement District (WCID).

Item 999-WC06 Mobilization for Soil Stabilization under the Bridge. This item pays for mobilization of equipment and management for the installation of soil stabilization materials under the bridge.

Item 999-WC07 Survey for Soil Stabilization under the Bridge. This item pays for survey for the installation of soil stabilization materials under the bridge.

Item 999-WC08 Fine Grading for Soil Stabilization under the Bridge. This item pays for grading prior to the installation of the soil stabilization materials. The grading will provide a smooth surface according to the manufacturer's installation directions.

Item 999-WC09 Flexamat. This item pays for the soil stabilization materials to be installed under the bridge. Flexamat will be placed in the areas of the highest flows of water to prevent erosion.

Item 999-WC10 Pyramat. This item pays for the soil stabilization materials to be installed under the bridge. Pyramat will be placed in the remaining areas to prevent sediment loss.

Item 999-WC11 Seeding for Erosion Control (City of Round Rock Mixture under the Bridge). This item pays for application of seed prior to the installation of the soil stabilization materials. The seed is being placed at the request of the City.

Item 999-WC12 Skid Steer for Grading. This item pays for the use of a Skid Steer Loader to make repairs to erosion under the bridge outside the limits of the installation of the materials.

After the project was designed, Oncor notified HNTB that they no longer installed or maintained illumination circuits

on a bridge. Oncor requested that the illumination on the bridge be separated from the remaining illumination circuits on the project. To accommodate this request, the illumination on the bridge will be added to a circuit just south of the bridge. Adding to the existing circuit minimized the impact of the changes. A Force Account Item is being added to pay for the installation of five (5) more illumination poles, additional wire and conduit to address Oncor's request.

Item 999-WC13 Force Account for Oncor Illumination. This item is a force account item to pay for the installation of poles, wire and conduit for the modifications to the Oncor illumination circuits south of the bridge. The actual cost of the work will be tracked and paid in the new item.

This Change Order results in an increase of \$302,109.20 to the Contract amount, for an adjusted Contract total of \$11,750,980.68. The original Contract amount was \$10,775,835.75. Because of this and all other Change Orders, \$975,144.93 has been added to the Contract, resulting in a 9.05% net increase in the Contract cost. No additional days will be added to or deducted from the Contract as a result of this Change Order.

Fiscal Impact

From/To	Acct No.	Description	Amount
---------	----------	-------------	--------

Attachments

1810-265 North Mays Extension-CO#7

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Julissa Vasquez

Final Approval Date: 04/07/2022

Reviewed By

Becky Pruitt

Date

04/07/2022 09:16 AM

Started On: 04/06/2022 01:34 PM

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 7


1. CONTRACTOR: Capital Excavation
2. Change Order Work Limits: Sta. 31+00 to Sta. 50+00
3. Type of Change (on federal-aid non-exempt projects): Minor (Major/Minor)
4. Reasons: 2E, 4B (3 Max. - In order of importance - Primary first)
5. Describe the work being revised:

Project:	<u>1810-265</u>
Roadway:	<u>North Mays Ext</u>
CSJ Number:	_____


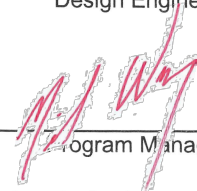
2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable). This Change Order provides the interim final balancing for the overrun/underrun of Contract quantities on the project as a result of addressing field conditions not accounted for in the original plans. This Change Order adds items to compensate the contractor for various work including installation of soil stabilization measures under the bridge. **4B: Third Party Accommodation. Third party requested work.** This Change Order also adds a Force Account item to pay for the installation of Oncor illumination poles, wire and conduit south of the bridge.

6. Work to be performed in accordance with Items: See attached.
7. New or revised plan sheet(s) are attached and numbered: Sheet 240A
8. New Special Provisions/Specifications to the contract are attached: Yes No
9. New Special Provisions to Item N/A No. N/A, Special Specification Item N/A are attached.

Each signatory hereby warrants that each has the authority to execute this Change Order (CO).

<p><small>The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change.</small></p> <p>THE CONTRACTOR _____ Date <u>04/05/22</u></p> <p>By <u></u></p> <p>Typed/Printed Name <u>Scott J. Budd</u></p> <p>Typed/Printed Title <u>Vice President</u></p>	<p style="text-align: center;">The following information must be provided</p> <p>Time Ext. #: <u>N/A</u> Days added on this CO: <u>0</u></p> <p>Amount added by this change order: <u>\$302,109.20</u></p>
---	---

RECOMMENDED FOR EXECUTION:

<p><u></u></p> <p>Project Manager</p>	<p><u>4/5/2022</u></p> <p>Date</p>
<p><u>N/A</u></p> <p>Design Engineer</p>	<p>_____</p> <p>Date</p>
<p><u></u></p> <p>Program Manager</p>	<p><u>4/5/2022</u></p> <p>Date</p>

Design Engineer's Seal:

<p>County Commissioner Precinct 1</p> <p><input type="checkbox"/> APPROVED <input type="checkbox"/> REQUEST APPROVAL</p>	<p>_____</p> <p>Date</p>
<p>County Commissioner Precinct 2</p> <p><input type="checkbox"/> APPROVED <input type="checkbox"/> REQUEST APPROVAL</p>	<p>_____</p> <p>Date</p>
<p>County Commissioner Precinct 3</p> <p><input type="checkbox"/> APPROVED <input type="checkbox"/> REQUEST APPROVAL</p>	<p>_____</p> <p>Date</p>
<p>County Commissioner Precinct 4</p> <p><input type="checkbox"/> APPROVED <input type="checkbox"/> REQUEST APPROVAL</p>	<p>_____</p> <p>Date</p>
<p>County Judge</p> <p><input type="checkbox"/> APPROVED</p>	<p>_____</p> <p>Date</p>

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 7

Project # 1810-265

TABLE B: Contract Items (Continued)

ITEM	DESCRIPTION	UNIT	UNIT PRICE	ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		OVERRUN/ UNDERRUN
				QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	
400-6005	CEM STABIL BKFL	CY	\$150.00	257.40	\$38,610.00	(42.40)	215.00	\$32,250.00	(\$6,360.00)
401-6001	FLOWABLE BACKFILL	CY	\$140.00	161.00	\$22,540.00	(25.60)	135.40	\$18,956.00	(\$3,584.00)
402-6001	TRENCH EXCAVATION PROTECTION	LF	\$5.00	4231.00	\$21,155.00	(1,030.00)	3,201.00	\$16,005.00	(\$5,150.00)
420-6037	CL C CONC (COLUMN)	CY	\$720.00	201.60	\$145,152.00	0.40	202.00	\$145,440.00	\$288.00
432-6002	RIPRAP (CONC)(5 IN)	CY	\$405.00	57.00	\$23,085.00	25.00	82.00	\$33,210.00	\$10,125.00
432-6008	RIPRAP (CONC)(CL B)(RR8)	CY	\$375.00	315.50	\$118,312.50	92.50	408.00	\$153,000.00	\$34,687.50
432-6045	RIPRAP (MOW STRIP)(4 IN)	CY	\$520.00	22.00	\$11,440.00	6.23	28.23	\$14,679.60	\$3,239.60
464-6003	RC PIPE (CL III)(18 IN)	LF	\$65.00	2827.00	\$183,755.00	112.00	2,939.00	\$191,035.00	\$7,280.00
496-6007	REMOV STR (PIPE)	LF	\$10.00	360.00	\$3,600.00	36.00	396.00	\$3,960.00	\$360.00
506-6003	ROCK FILTER DAMS (INSTALL) (TY 3)	LF	\$44.00	1511.00	\$66,484.00	(1,511.00)	0.00	\$0.00	(\$66,484.00)
506-6012	ROCK FILTER DAMS (REMOVE)	CY	\$16.00	1511.00	\$24,176.00	(1,511.00)	0.00	\$0.00	(\$24,176.00)
506-6035	SANDBAGS FOR EROSION CONTROL	EA	\$7.00	144.00	\$1,008.00	(144.00)	0.00	\$0.00	(\$1,008.00)
506-6038	TEMP SEDMT CONT FENCE (INSTALL)	LF	\$3.00	5347.00	\$16,041.00	1,537.00	6,884.00	\$20,652.00	\$4,611.00
506-6039	TEMP SEDMT CONT FENCE (REMOVE)	LF	\$1.00	5347.00	\$5,347.00	1,537.00	6,884.00	\$6,884.00	\$1,537.00
RR 506-WW04	48" DIA PRECAST CONCRETE MANHOLE EXTRA DEPTH	VF	\$250.00	15.50	\$3,875.00	0.50	16.00	\$4,000.00	\$125.00
RR 510-WW09	6" SERVICE LINE, ASTM D3034 SDR 26, BY OPEN CUT (ALL DEPTHS), INCLUDING EXCAVATION AND BACKFILL	LF	\$40.00	251.00	\$10,040.00	34.00	285.00	\$11,400.00	\$1,360.00
RR 510-WW13	TRANSITION COUPLING	EA	\$480.00	6.00	\$2,880.00	2.00	8.00	\$3,840.00	\$960.00
RR 510-W01	6" RJ DIP, CL350 WATER LINE, BY OPEN CUT (ALL DEPTHS) INCLUDING EXCAVATION AND BACKFILL	LF	\$130.00	6.00	\$780.00	5.00	11.00	\$1,430.00	\$650.00
RR 510-W03	DUCTILE IRON FITTINGS	TN	\$10,000.00	1.50	\$15,000.00	0.50	2.00	\$20,000.00	\$5,000.00
RR 510-W04	12" WET CONNECTION	EA	\$4,000.00	2.00	\$8,000.00	5.00	7.00	\$28,000.00	\$20,000.00
RR 511-W08	FIRE HYDRANT ASSEMBLY	EA	\$4,500.00	1.00	\$4,500.00	2.00	3.00	\$13,500.00	\$9,000.00
529-6015	CONC CURB (TY C1)	LF	\$100.00	66.00	\$6,600.00	178.00	244.00	\$24,400.00	\$17,800.00
530-6004	DRIVEWAYS (CONC)	SY	\$75.00	1159.00	\$86,925.00	88.00	1,247.00	\$93,525.00	\$6,600.00
540-6001	MTL W-BEAM GD FEN (TIM POST)	LF	\$22.00	462.50	\$10,175.00	0.50	463.00	\$10,186.00	\$11.00
RR 610-001	PROTECTIVE FENCING TYPE A CHAIN LINK (INSTALL)	LF	\$4.00	509.00	\$2,036.00	483.00	992.00	\$3,968.00	\$1,932.00
RR 610-002	PROTECTIVE FENCING TYPE A CHAIN LINK (REMOVE)	LF	\$1.00	509.00	\$509.00	483.00	992.00	\$992.00	\$483.00
RR 610-003	PROTECTIVE FENCING TYPE C OTHER MATERIAL (INSTALL)	LF	\$2.00	271.00	\$542.00	(271.00)	0.00	\$0.00	(\$542.00)
RR 610-004	PROTECTIVE FENCING TYPE C OTHER MATERIAL (REMOVE)	LF	\$1.00	271.00	\$271.00	(271.00)	0.00	\$0.00	(\$271.00)
620-6007	ELEC CONDR (NO.8) BARE	LF	\$1.00	1737.00	\$1,737.00	(1,737.00)	0.00	\$0.00	(\$1,737.00)
620-6008	ELEC CONDR (NO.8) INSULATED	LF	\$1.00	3474.00	\$3,474.00	(3,474.00)	0.00	\$0.00	(\$3,474.00)
624-6010	GROUND BOX TY D (162922)W/APRON	EA	\$815.00	12.00	\$9,780.00	24.00	36.00	\$29,340.00	\$19,560.00
658-6053	GROUND BOX TY D (162922)W/APRON	EA	\$300.00	2.00	\$600.00	(2.00)	0.00	\$0.00	(\$600.00)
666-6006	REFL PAV MRK TY I (W)4"(DOT)(100MIL)	LF	\$1.00	34.00	\$34.00	(14.00)	20.00	\$20.00	(\$14.00)
The "Totals" from Table B of the previous work sheet:						\$1,557,495.45		\$1,568,124.68	\$10,629.23
TOTALS						\$2,405,958.95		\$2,448,797.28	\$42,838.33

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 7

Project # 1810-265

TABLE B: Contract Items (Continued)

ITEM	DESCRIPTION	UNIT	UNIT PRICE	ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		OVERRUN/ UNDERRUN
				QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	
666-6036	REFL PAV MRK TY I (W)8"(SLD)(100MIL)	LF	\$1.00	780.00	\$780.00	60.00	840.00	\$840.00	\$60.00
666-6042	REFL PAV MRK TY I (W)12"(SLD)(100MIL)	LF	\$3.00	213.00	\$639.00	(32.00)	181.00	\$543.00	(\$96.00)
666-6048	REFL PAV MRK TY I (W)24"(SLD)(100MIL)	LF	\$6.00	81.00	\$486.00	(41.00)	40.00	\$240.00	(\$246.00)
666-6147	REFL PAV MRK TY I (Y)24"(SLD)(100MIL)	LF	\$6.00	66.00	\$396.00	112.00	178.00	\$1,068.00	\$672.00
666-6300	RE PM W/RET REQ TY I (W)4"(BRK)(100MIL)	LF	\$1.00	2362.00	\$2,362.00	58.00	2,420.00	\$2,420.00	\$58.00
666-6303	RE PM W/RET REQ TY I (W)4"(SLD)(100MIL)	LF	\$1.00	3025.00	\$3,025.00	(1,032.00)	1,993.00	\$1,993.00	(\$1,032.00)
666-6312	RE PM W/RET REQ TY I (Y)4"(BRK)(100MIL)	LF	\$1.00	142.00	\$142.00	28.00	170.00	\$170.00	\$28.00
666-6315	RE PM W/RET REQ TY I (Y)4"(SLD)(100MIL)	LF	\$1.00	3365.00	\$3,365.00	856.00	4,221.00	\$4,221.00	\$856.00
672-6007	REFL PAV MRKR TY I-C	EA	\$6.00	164.00	\$984.00	3.00	167.00	\$1,002.00	\$18.00
672-6009	REFL PAV MRKR TY II-A-A	EA	\$6.00	82.00	\$492.00	52.00	134.00	\$804.00	\$312.00
677-6001	ELIM EXT PAV MRK & MRKS (4")	LF	\$1.00	1963.00	\$1,963.00	1,601.00	3,564.00	\$3,564.00	\$1,601.00
678-6001	PAV SURF PREP FOR MRK (4")	LF	\$0.10	8928.00	\$892.80	(104.00)	8,824.00	\$882.40	(\$10.40)
678-6004	PAV SURF PREP FOR MRK (8")	LF	\$0.20	780.00	\$156.00	60.00	840.00	\$168.00	\$12.00
678-6006	PAV SURF PREP FOR MRK (12")	LF	\$0.30	213.00	\$63.90	(32.00)	181.00	\$54.30	(\$9.60)
678-6008	PAV SURF PREP FOR MRK (24")	LF	\$0.60	147.00	\$88.20	71.00	218.00	\$130.80	\$42.60
RR 824-001	TRAFFIC SIGNS STREET END MARKER	EA	\$125.00	8.00	\$1,000.00	16.00	24.00	\$3,000.00	\$2,000.00
5001-6002	GEOGRID BASE REINFORCEMENT (TY II)	SY	\$2.00	38049.00	\$76,098.00	3,230.00	41,279.00	\$82,558.00	\$6,460.00
999-WC01	FORCE ACCOUNT	DOL	\$1.00	25000.00	\$25,000.00	(25,000.00)	0.00	\$0.00	(\$25,000.00)
341-WC01	FORCE ACCOUNT - ESTIMATED PLACEMENT AND PRODUCTION BONUS/PENALTY (TY B)	DOL	\$1.00	25100.00	\$25,100.00	(19,612.36)	5,487.64	\$5,487.64	(\$19,612.36)
341-WC02	FORCE ACCOUNT - ESTIMATED PLACEMENT AND PRODUCTION BONUS/PENALTY (TY C SURFACE)	DOL	\$1.00	16800.00	\$16,800.00	(13,893.21)	2,906.79	\$2,906.79	(\$13,893.21)
585-WC01	FORCE ACCOUNT - ESTIMATED RIDE QUALITY BONUS/PENALTY	DOL	\$1.00	9700.00	\$9,700.00	(4,021.80)	5,678.20	\$5,678.20	(\$4,021.80)
416-WC01	DRILL SHAFT TEST CORES (CO#7)	EA	\$212.10	0.00	\$0.00	9.00	9.00	\$1,908.90	\$1,908.90
730-WC01	MOWING/MAINTENANCE (CO#7)	LS	\$2,704.28	0.00	\$0.00	10.00	10.00	\$27,042.80	\$27,042.80
164-WC01	SEEDING FOR EROSION CONTROL(UNDER BRIDGE SEED MIX SPECIAL)(CO#7)	SY	\$0.212	0.00	\$0.00	9,955.55	9,955.55	\$2,110.58	\$2,110.58
550-WC01	FENCING (CHAIN LINK)(CO#7)	LS	\$4,620.79	0.00	\$0.00	1.00	1.00	\$4,620.79	\$4,620.79
341-WC03	ASPHALT REPAIR (CO#7)	LS	\$6,247.62	0.00	\$0.00	1.00	1.00	\$6,247.62	\$6,247.62
999-WC06	MOBILIZATION FOR SOIL STABILIZATION UNDER THE BRIDGE (CO#7)	LS	\$9,943.78	0.00	\$0.00	1.00	1.00	\$9,943.78	\$9,943.78
999-WC07	SURVEY FOR SOIL STABILIZATION UNDER THE BRIDGE (CO#7)	LS	\$1,301.13	0.00	\$0.00	1.00	1.00	\$1,301.13	\$1,301.13
999-WC08	FINE GRADING FOR SOIL STABILIZATION UNDER THE BRIDGE (CO#7)	SY	\$1.90	0.00	\$0.00	5,760.00	5,760.00	\$10,944.00	\$10,944.00
999-WC09	FLEXAMAT (CO#7)	SF	\$10.48	0.00	\$0.00	9,048.00	9,048.00	\$94,823.04	\$94,823.04
999-WC10	PYRAMAT (CO#&7)	SY	\$20.68	0.00	\$0.00	4,760.00	4,760.00	\$98,436.80	\$98,436.80
999-WC11	SEEDING FOR EROSION CONTROL(CITY OF ROUND ROCK MIXTURE UNDER BRIDGE)(CO#7)	SY	\$0.27	0.00	\$0.00	5,760.00	5,760.00	\$1,555.20	\$1,555.20
999-WC12	SKID STEER FOR GRADING (CO#7)	HR	\$213.80	0.00	\$0.00	10.00	10.00	\$2,138.00	\$2,138.00
999-WC13	FORCE ACCOUNT FOR ONCOR ILLUMINATION(CO#7)	DOL	\$1.00	0.00	\$0.00	50,000.00	50,000.00	\$50,000.00	\$50,000.00
The "Totals" from Table B of the previous work sheet:						\$2,405,958.95		\$2,448,797.28	\$42,838.33
TOTALS						\$2,575,491.85		\$2,877,601.05	\$302,109.20

CHANGE ORDER REASON(S) CODE CHART

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

Williamson County Road Bond Program

North Mays Extension

Williamson County Project No. 1810-265

Change Order No. 7

Reason for Change

This Change Order provides the final balancing for the overrun of Contract quantities on the project as a result of addressing field conditions not accounted for in the original plans. This Change Order adds items to compensate the Contractor for various work including installation of soil stabilization measures under the bridge and a Force Account item to pay for the installation of Oncor illumination poles, wire and conduit south of the bridge.

The following is a description of new items added to the Contract by this Change Order:

Item 416-WCO1 Drill Shaft Test Cores. This item pays for additional cores at the bottom of the drill shafts to confirm the depth of bearing material supporting the foundation.

Item 730-WC01 Mowing/Maintenance. This item pays for mowing and litter pickup on the project at the request of the City of Round Rock prior to final acceptance of the project.

Item 164-WC01 Seeding for Erosion Control (Under Bridge Seed Mixture Special). This item pays for a special seed mixture recommended by the Lady Bird Wildflower Center placed under the bridge.

Item 550-WC01 Fencing (Chain Link). This item pays for modifications to an existing chain link fence so that it would match the new driveway constructed by the project.

Item 341-WC03 Asphalt Repair. This item pays for repair to asphalt pavement to correct the cross slope in a pedestrian cross walk to meet the ADA requirements.

Due to the lack of exposure to sunlight and rainfall, vegetation did not establish under the bridge. To provide stabilization, heavy soil retention materials are being added to prevent erosion from drainage under the bridge. The plans and materials have been reviewed and approved by the City of Round Rock and the Water Control and Improvement District (WCID).

Item 999-WC06 Mobilization for Soil Stabilization under the Bridge. This item pays for mobilization of equipment and management for the installation of soil stabilization materials under the bridge.

Item 999-WC07 Survey for Soil Stabilization under the Bridge. This item pays for survey for the installation of soil stabilization materials under the bridge.

Item 999-WC08 Fine Grading for Soil Stabilization under the Bridge. This item pays for grading prior to the installation of the soil stabilization materials. The grading will provide a smooth surface according to the manufacturer's installation directions.

Item 999-WC09 Flexamat. This item pays for the soil stabilization materials to be installed under the bridge. Flexamat will be placed in the areas of the highest flows of water to prevent erosion.

Item 999-WC10 Pyramat. This item pays for the soil stabilization materials to be installed under the bridge. Pyramat will be placed in the remaining areas to prevent sediment loss.

Item 999-WC11 Seeding for Erosion Control (City of Round Rock Mixture under the Bridge. This item pays for application of seed prior to the installation of the soil stabilization materials. The seed is being placed at the request of the City.

Item 999-WC12 Skid Steer for Grading. This item pays for the use of a Skid Steer Loader to make repairs to erosion under the bridge outside the limits of the installation of the materials.

After the project was designed, Oncor notified HNTB that they no longer installed or maintained illumination circuits on a bridge. Oncor requested that the illumination on the bridge be separated from the remaining illumination circuits on the project. To accommodate this request, the illumination on the bridge will be added to a circuit just south of the bridge. Adding to the existing circuit minimized the impact of the changes. A Force Account Item is being added to pay for the installation of five (5) more illumination poles, additional wire and conduit to address Oncor's request.

Item 999-WC13 Force Account for Oncor Illumination. This item is a force account item to pay for the installation of poles, wire and conduit for the modifications to the Oncor illumination circuits south of the bridge. The actual cost of the work will be tracked and paid in the new item.

Following is a summary of the items required for this change order.

ITEM	DESCRIPTION	UNIT	UNIT COST	QUANTITY
416-WC01	DRILL SHAFT TEST CORES	EA	\$212.10	9.00
730-WC01	MOWING/MAINTENANCE	EA	\$2704.28	10.00
164-WC01	SEEDING FOR EROSION CONTROL (UNDER BRIDGE SEED MIX SPL)	SY	\$0.21	9955.55
550-WC01	FENCING (CHAIN LINK)	LS	\$4620.79	1.00
341-WC03	ASPHALT REPAIR	LS	\$6247.62	1.00
999-WC06	MOBILIZATION AND SURVEY FOR STABILIZATION UNDER THE BRIDGE	LS	\$9943.78	1.00
999-WC07	SURVEY FOR SOIL STABILIZATION UNDER THE BRIDGE	LS	1301.13	1.00
999-WC08	FINE GRADING FOR STABILIZATION UNDER THE BRIDGE	SY	\$1.90	5760.00
999-WC09	FLEXAMAT	SF	\$10.48	9048.00
999-WC10	PYRAMAT	SY	\$20.68	4760.00
999-WC11	SEEDING FOR EROSION CONTROL (CITY OF ROUND ROCK MIXTURE UNDER THE BRIDGE)	SY	\$0.27	5760.00
999-WC12	SKID STEER FOR GRADING	HR	\$213.80	10.00
999-WC13	FORCE ACCOUNT FOR ONCOR ILLUMINATION	DOL	\$1.00	50,000.00

This Change Order results in an increase of \$302,109.20 to the Contract amount, for an adjusted Contract total of \$11,750,980.68. The original Contract amount was \$10,775,835.75. Because of this and all other Change Orders, \$975,144.93 has been added to the Contract, resulting in an 9.05% net increase in the Contract cost. No additional days will be added to or deducted from the Contract as a result of this Change Order.

HNTB Corporation

Oscar Salazar-Bueno, P.E.

Item: 164-WC01



FORCE ACCOUNT INVOICE
Capital Excavation Company

PROJECT: N Mays Extension **DATE:** 6/14/2021
DESCRIPTION: Drill Seed Under Bridge
QUANTITY: 9955.55 SY
UNIT PRICE: \$0.21 SY

	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTALS</u>
SUBS				
ESSI				
Drill Seed Under Bridge	9955.55	SY	\$0.20	\$1,991.11
			SUBTOTAL:	\$1,991.11
			Mark Up @ 5%	\$99.56
			SUBS TOTAL	\$2,090.67
			TOTAL LESS BOND	\$2,090.67
			BOND 1%	\$20.91
			THIS CHANGE ORDER	\$2,111.57

Item 164-WC01



FORCE ACCOUNT INVOICE
Capital Excavation Company

PROJECT: N Mays Extension
 DESCRIPTION: ADA Asphalt Repair
 QUANTITY: 1 LS
 UNIT PRICE: \$6,247.62 LS

DATE: 6/14/2021

	QUANTITY	UNIT	UNIT PRICE	TOTALS
SUBS				
Lone Star Paving				
ADA Asphalt Repair	1	LS	\$5,891.20	\$5,891.20
			SUBTOTAL:	\$5,891.20
			Mark Up @ 5%	\$294.56
			SUBS TOTAL	\$6,185.76
			TOTAL LESS BOND	\$6,185.76
			1%	\$61.86
BOND				
THIS CHANGE ORDER				\$6,247.62

Item 341-WC03



FORCE ACCOUNT INVOICE
 Capital Excavation Company

PROJECT: N Mays Extension DATE: 6/14/2021
 DESCRIPTION: Dee Property Fence
 QUANTITY: 1 LS
 UNIT PRICE: \$4,620.79 LS

	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTALS</u>
SUBS				
Viking Fence				
Dee Property Fence	1	LS	\$4,620.79	\$4,620.79
			SUBTOTAL:	\$4,620.79
			Mark Up @ 5%	\$0.00
			SUBS TOTAL	\$4,620.79
			TOTAL LESS BOND	\$4,620.79
			1%	\$0.00
			THIS CHANGE ORDER	\$4,620.79

Item 550-WC01

Item: 730-WC01



FORCE ACCOUNT INVOICE
Capital Excavation Company

PROJECT: N Mays Extension **DATE:** 6/14/2021
DESCRIPTION: MowingMaint
QUANTITY: 1 LS
UNIT PRICE: \$2,704.28 LS

	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTALS</u>
SUBS				
Landart America				
Mowing/Maintenance	1	LS	\$2,550.00	\$2,550.00
			SUBTOTAL:	\$2,550.00
			Mark Up @ 5%	\$127.50
			SUBS TOTAL	\$2,677.50
			TOTAL LESS BOND	\$2,677.50
			1%	\$26.78
				\$2,704.28
			BOND	
			THIS CHANGE ORDER	

Item 730-WC01



CHANGE ORDER REQUEST
Capital Excavation Company

999-WC07

PROJECT: N Mays Extension
DESCRIPTION: Survey Crew
QUANTITY: 1.00 Day
UNIT PRICE: \$1,301.13 Day

DATE: 3/25/2022

	<u>REGULAR</u> HRS	<u>OVERTIME</u> HRS	<u>UNIT</u>	<u>REG.</u> <u>UNIT</u> <u>PRICE</u>	<u>OT. UNIT PRICE</u>	<u>TOTALS</u>
LABOR						
Survey Rod Man	10	0	HR	\$15.00	\$22.50	\$150.00
Survey Instrument Man	10	0	HR	\$18.00	\$27.00	\$180.00
Survey Party Chief	10	0	HR	\$21.00	\$31.50	\$210.00
	0	0	HR	\$0.00	\$0.00	\$0.00
	0	0	HR	\$0.00	\$0.00	\$0.00
	0	0	HR	\$0.00	\$0.00	\$0.00
				SUBTOTAL:		\$540.00
				Labor Mark Up @ 25%		\$135.00
				Ins. & Taxes Mark Up @ 55%		\$297.00
				LABOR TOTAL		\$972.00
EQUIPMENT						
Survey Crew Truck	10		HR	\$27.50		\$275.00
	0		HR	\$0.00		\$0.00
	0		HR	\$0.00		\$0.00
	0		HR	\$0.00		\$0.00
	0		HR	\$0.00		\$0.00
				SUBTOTAL:		\$275.00
				Mark Up @ 15%		\$41.25
				EQUIPMENT TOTAL		\$316.25
MATERIALS						
	0		CY	\$0.00		\$0.00
	0		EA	\$0.00		\$0.00
	0		Ton	\$0.00		\$0.00
	0		Ton	\$0.00		\$0.00
				SUBTOTAL:		\$0.00
				Mark Up @ 25%		\$0.00
				MATERIALS TOTAL		\$0.00
SUBS						
				\$0.00		\$0.00
				SUBTOTAL:		\$0.00
				Mark Up @ 5%		\$0.00
				SUBS TOTAL		\$0.00
				TOTAL LESS BOND		\$1,288.25
				1%		\$12.88
				THIS CHANGE ORDER		\$1,301.13

999-WC08



CHANGE ORDER REQUEST
Capital Excavation Company

PROJECT: N Mays Extension
DESCRIPTION: Fine Grading
QUANTITY: 5,760.00 SY
UNIT PRICE: \$1.90 SY

DATE: 3/25/2022

	<u>REGULAR</u> <u>HRS</u>	<u>OVERTIME</u> <u>HRS</u>	<u>UNIT</u>	<u>REG.</u> <u>UNIT</u> <u>PRICE</u>	<u>OT. UNIT PRICE</u>	<u>TOTALS</u>
LABOR						
Foreman	30	0	HR	\$49.90	\$74.85	\$1,497.00
Skid Steer Operator	30	0	HR	\$24.91	\$37.37	\$747.30
Backhoe Operator	30	0	HR	\$27.84	\$41.76	\$835.20
Laborer	30	0	HR	\$25.64	\$38.46	\$769.20
	0	0	HR	\$0.00	\$0.00	\$0.00
	0	0	HR	\$0.00	\$0.00	\$0.00
	0	0	HR	\$0.00	\$0.00	\$0.00
				SUBTOTAL:		\$3,848.70
				Labor Mark Up @ 25%		\$962.18
				Ins. & Taxes Mark Up @ 55%		\$2,116.79
				LABOR TOTAL		\$6,927.66
EQUIPMENT						
Foreman Truck	30		HR	\$19.38		\$581.40
Skid Steer	30		HR	\$47.60		\$1,428.00
Backhoe	30		HR	\$49.50		\$1,485.00
	0		HR	\$0.00		\$0.00
	0		HR	\$0.00		\$0.00
				SUBTOTAL:		\$3,494.40
				Mark Up @ 15%		\$524.16
				EQUIPMENT TOTAL		\$4,018.56
MATERIALS						
	0		CY	\$0.00		\$0.00
	0		EA	\$0.00		\$0.00
	0		Ton	\$0.00		\$0.00
	0		Ton	\$0.00		\$0.00
				SUBTOTAL:		\$0.00
				Mark Up @ 25%		\$0.00
				MATERIALS TOTAL		\$0.00
SUBS						
				\$0.00		\$0.00
				SUBTOTAL:		\$0.00
				Mark Up @ 5%		\$0.00
				SUBS TOTAL		\$0.00
				TOTAL LESS BOND		\$10,946.22
				BOND 1%		\$0.00
				THIS CHANGE ORDER		\$10,946.22



CHANGE ORDER REQUEST
Capital Excavation Company

Item: 999-WC09

999-WC09

PROJECT: N Mays Extension
 DESCRIPTION: Flexamat
 QUANTITY: 9,048.00 SF
 UNIT PRICE: \$10.48 SF

DATE: 3/25/2022

	<u>REGULAR</u> HRS	<u>OVERTIME</u> HRS	<u>UNIT</u>	<u>REG.</u> <u>UNIT</u> PRICE	<u>OT. UNIT PRICE</u>	<u>TOTALS</u>
LABOR						
	0	0	HR	\$0.00	\$0.00	\$0.00
	0	0	HR	\$0.00	\$0.00	\$0.00
	0	0	HR	\$0.00	\$0.00	\$0.00
	0	0	HR	\$0.00	\$0.00	\$0.00
	0	0	HR	\$0.00	\$0.00	\$0.00
	0	0	HR	\$0.00	\$0.00	\$0.00
	0	0	HR	\$0.00	\$0.00	\$0.00
				SUBTOTAL:		\$0.00
					Labor Mark Up @ 25%	\$0.00
					Ins. & Taxes Mark Up @ 55%	\$0.00
				LABOR TOTAL		\$0.00
EQUIPMENT						
	0		HR	\$0.00		\$0.00
	0		HR	\$0.00		\$0.00
	0		HR	\$0.00		\$0.00
	0		HR	\$0.00		\$0.00
	0		HR	\$0.00		\$0.00
				SUBTOTAL:		\$0.00
					Mark Up @ 15%	\$0.00
				EQUIPMENT TOTAL		\$0.00
MATERIALS						
	0		CY	\$0.00		\$0.00
	0		EA	\$0.00		\$0.00
	0		Ton	\$0.00		\$0.00
	0		Ton	\$0.00		\$0.00
				SUBTOTAL:		\$0.00
					Mark Up @ 25%	\$0.00
				MATERIALS TOTAL		\$0.00
SUBS						
ESSI						
Flexamat	9048		SF	\$9.88		\$89,394.24
				SUBTOTAL:		\$89,394.24
					Mark Up @ 5%	\$4,469.71
				SUBS TOTAL		\$93,863.95
				TOTAL LESS BOND		\$93,863.95
				BOND 1%		\$938.64
				THIS CHANGE ORDER		\$94,802.59



ESSI
ENVIRONMENTAL SAFETY SERVICES, INC.

Environmental Safety Services, Inc.
 14101 US 290 W #2000-B
 Austin, TX 78737
 Phone: 512-989-2259

**** CERTIFIED DBE / MBE / HUB / HABE / SBE CONTRACTOR ****

COA/TXDOT MBE/DBE #: VS0000012711, SCTRCA SBE/MBE/HABE #: 215049005, Texas HUB #: 1260203041800

Bid Date:
Project: N. Mays Stabilization Under Bridge
For: Capital Excavation - Scott Budd

Proposal #: 032239

Environmental Safety Services proposes to provide all the materials, labor, equipment and supervision necessary to perform the following work at the above referenced project per plans and specifications.

ITEM #	DESCRIPTION	UNIT	QUANTITIES	BID PRICE	EXT. PRICE
1	Flexamat	SF	9,048.00	\$9.88	\$89,394.24
2	Pyramat	SY	4,760.00	\$19.50	\$92,820.00
3	Seeding - Broadcast Bermuda or TXDOT mix.	SY	5,760.00	\$0.25	\$1,440.00
***	Estimated Sales Tax (8.25%)	LS	1.00	\$15,151.47	\$15,151.47
				TOTAL	\$198,805.71

Notes:

- All permits, lane closures and traffic control are excluded.
- All layout is excluded.
- General Contractor to provide access and staging area for ESSi materials & equipment.
- All maintenance is excluded.
- All clearing, topsoil, soil preparation (including disking!), herbicide, mowing, weeding and watering are excluded.
- Seeding and blanket prices are based on a \$1,000.00 minimum per move-in.
- Flexamat price reflects placement of mat on to subgrade prepared by others. ESSi will apply seed on topsoil and then place flexamat then overseed with additional seed. All topsoil and grading are excluded.
- General Contractor to provide initial and subsequent watering of revegetated & flexamat covered areas.
- All shoring and mass excavation are excluded.
- All dewatering is excluded.
- *** Sales tax is included in above pricing. If exempt, please send an exemption certificate.
- If bond is required, add 2.5% of contract amount and place in mobilization.
- Pricing is good for thirty (30) days.
- *****All bid prices are negotiable.*****

Respectfully submitted by Stacey Reinhart, Lead Project Manager/Estimator

**** CERTIFIED DBE / MBE / HUB / HABE / SBE CONTRACTOR ****

COA/TXDOT MBE/DBE #: VS0000012711, SCTRCA SBE/MBE/HABE #: 215049005, Texas HUB #: 1260203041800

Bid Date:
Project: N. Mays Stabilization Under Bridge
For: Capital Excavation - Scott Budd

Proposal #: 032239

Environmental Safety Services proposes to provide all the materials, labor, equipment and supervision necessary to perform the following work at the above referenced project per plans and specifications.

ITEM #	DESCRIPTION	UNIT	QUANTITIES	BID PRICE	EXT. PRICE
1	Flexamat	SF	9,048.00	\$9.88	\$89,394.24
2	Pyramat	SY	4,760.00	\$19.50	\$92,820.00
3	Seeding - Broadcast Bermuda or TXDOT mix.	SY	5,760.00	\$0.25	\$1,440.00
***	Estimated Sales Tax (8.25%)	LS	1.00	\$15,151.47	\$15,151.47
				TOTAL	\$198,805.71

Notes:

- All permits, lane closures and traffic control are excluded.
- All layout is excluded.
- General Contractor to provide access and staging area for ESSi materials & equipment.
- All maintenance is excluded.
- All clearing, topsoil, soil preparation (including disking!), herbicide, mowing, weeding and watering are excluded.
- Seeding and blanket prices are based on a \$1,000.00 minimum per move-in.
- Flexamat price reflects placement of mat on to subgrade prepared by others. ESSi will apply seed on topsoil and then place flexamat then overseed with additional seed. All topsoil and grading are excluded.
- General Contractor to provide initial and subsequent watering of revegetated & flexamat covered areas.
- All shoring and mass excavation are excluded.
- All dewatering is excluded.
- *** Sales tax is included in above pricing. If exempt, please send an exemption certificate.
- If bond is required, add 2.5% of contract amount and place in mobilization.
- Pricing is good for thirty (30) days.
- *****All bid prices are negotiable.*****

Respectfully submitted by Stacey Reinhart, Lead Project Manager/Estimator

999-WC11



CHANGE ORDER REQUEST
Capital Excavation Company

PROJECT: N Mays Extension
DESCRIPTION: Seeding
QUANTITY: 5,760.00 SY
UNIT PRICE: \$0.27 SY

DATE: 3/25/2022

	<u>REGULAR</u> HRS	<u>OVERTIME</u> HRS	<u>UNIT</u>	<u>REG.</u> <u>UNIT</u> PRICE	<u>OT. UNIT PRICE</u>	<u>TOTALS</u>
LABOR						
	0	0	HR	\$0.00	\$0.00	\$0.00
	0	0	HR	\$0.00	\$0.00	\$0.00
	0	0	HR	\$0.00	\$0.00	\$0.00
	0	0	HR	\$0.00	\$0.00	\$0.00
	0	0	HR	\$0.00	\$0.00	\$0.00
	0	0	HR	\$0.00	\$0.00	\$0.00
	0	0	HR	\$0.00	\$0.00	\$0.00
				SUBTOTAL:		\$0.00
				Labor Mark Up @ 25%		\$0.00
				Ins. & Taxes Mark Up @ 55%		\$0.00
				LABOR TOTAL		\$0.00
EQUIPMENT						
	0		HR	\$0.00		\$0.00
	0		HR	\$0.00		\$0.00
	0		HR	\$0.00		\$0.00
	0		HR	\$0.00		\$0.00
	0		HR	\$0.00		\$0.00
				SUBTOTAL:		\$0.00
				Mark Up @ 15%		\$0.00
				EQUIPMENT TOTAL		\$0.00
MATERIALS						
	0		CY	\$0.00		\$0.00
	0		EA	\$0.00		\$0.00
	0		Ton	\$0.00		\$0.00
	0		Ton	\$0.00		\$0.00
				SUBTOTAL:		\$0.00
				Mark Up @ 25%		\$0.00
				MATERIALS TOTAL		\$0.00
SUBS						
ESSI						
Seeding - Broadcast Bermuda or TXDOT mix	5760		SY	\$0.25		\$1,440.00
				SUBTOTAL:		\$1,440.00
				Mark Up @ 5%		\$72.00
				SUBS TOTAL		\$1,512.00
				TOTAL LESS BOND		\$1,512.00
				1%		\$15.12
				THIS CHANGE ORDER		\$1,527.12



ESSI

Environmental Safety Services, Inc.
14101 US 290 W #2000-B
Austin, TX 78737
Phone: 512-989-2259

**** CERTIFIED DBE / MBE / HUB / HABE / SBE CONTRACTOR ****

COA/TXDOT MBE/DBE #: VS0000012711, SCTRCA SBE/MBE/HABE #: 215049005, Texas HUB #: 1260203041800

Bid Date: March 17, 2022 **Proposal #:** **032239**
Project: **N. Mays Stabilization Under Bridge**
For: **Capital Excavation - Scott Budd**

Environmental Safety Services proposes to provide all the materials, labor, equipment and supervision necessary to perform the following work at the above referenced project per plans and specifications.

ITEM #	DESCRIPTION	UNIT	QUANTITIES	BID PRICE	EXT. PRICE
1	Flexamat	SF	9,048.00	\$9.88	\$89,394.24
2	Pyramat	SY	4,760.00	\$19.50	\$92,820.00
3	Seeding - Broadcast Bermuda or TXDOT mix.	SY	5,760.00	\$0.25	\$1,440.00
***	Estimated Sales Tax (8.25%)	LS	1.00	\$15,151.47	\$15,151.47
				TOTAL	\$198,805.71

Notes:

- All permits, lane closures and traffic control are excluded.
- All layout is excluded.
- General Contractor to provide access and staging area for ESSI materials & equipment.
- All maintenance is excluded.
- All clearing, topsoil, soil preparation (including disking!), herbicide, mowing, weeding and watering are excluded.
- Seeding and blanket prices are based on a \$1,000.00 minimum per move-in.
- Flexamat price reflects placement of mat on to subgrade prepared by others. ESSI will apply seed on topsoil and then place flexamat then overseed with additional seed. All topsoil and grading are excluded.
- General Contractor to provide initial and subsequent watering of revegetated & flexamat covered areas.
- All shoring and mass excavation are excluded.
- All dewatering is excluded.

*** Sales tax is included in above pricing. If exempt, please send an exemption certificate.
 If bond is required, add 2.5% of contract amount and place in mobilization.
 Pricing is good for thirty (30) days.
 *****All bid prices are negotiable.*****

Respectfully submitted by Stacey Reinhart, Lead Project Manager/Estimator



CHANGE ORDER REQUEST
Capital Excavation Company

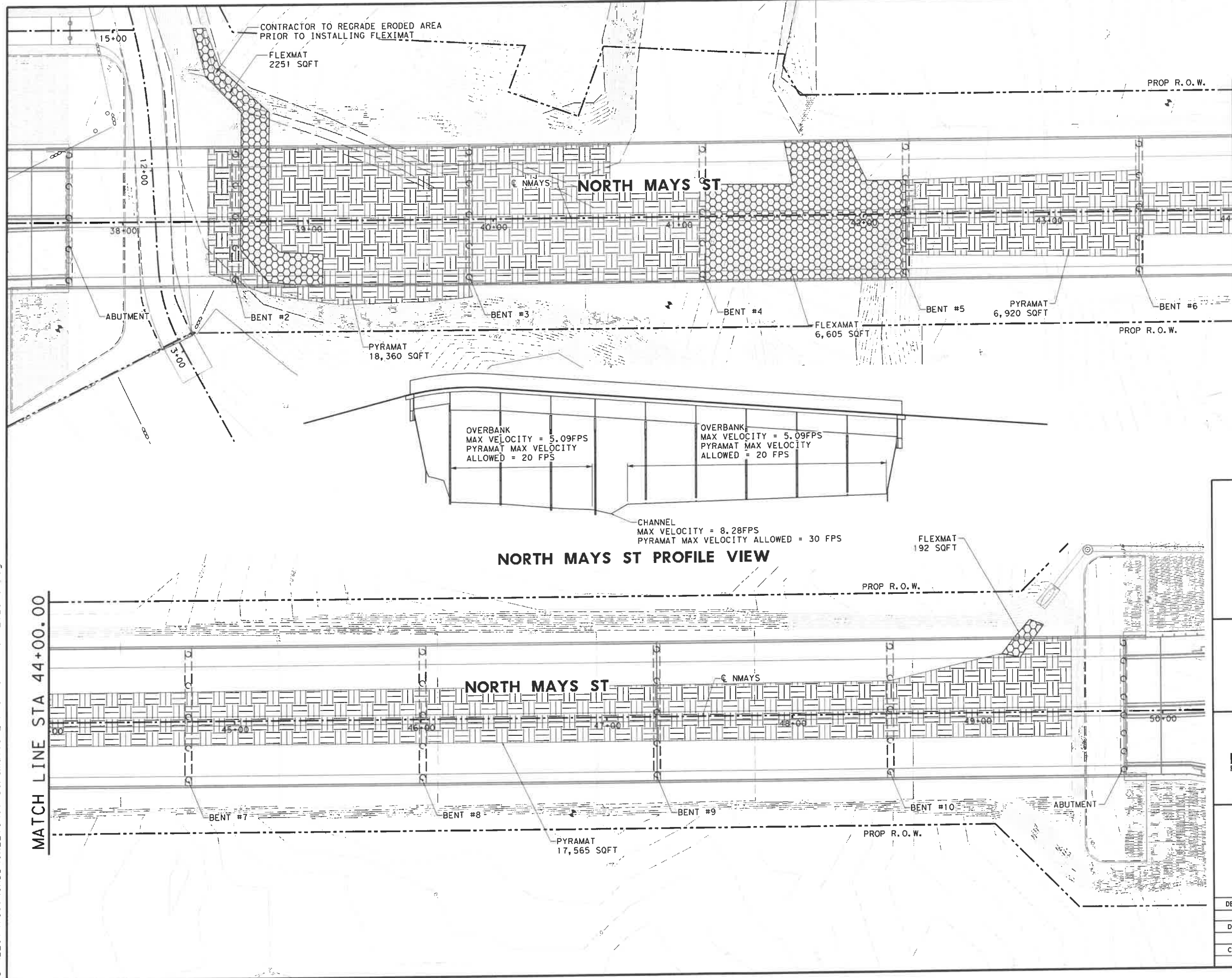
999-WC12

PROJECT: N Mays Extension
DESCRIPTION: Daily Skid Steer Crew Rate
QUANTITY: 10.00 HR
UNIT PRICE: \$213.80 HR

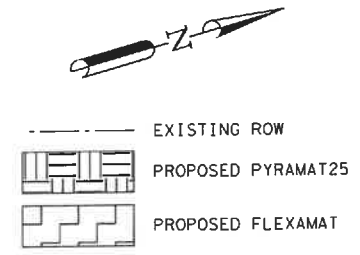
DATE: 3/25/2022

	<u>REGULAR</u> <u>HRS</u>	<u>OVERTIME</u> <u>HRS</u>	<u>UNIT</u>	<u>REG.</u> <u>UNIT</u> <u>PRICE</u>	<u>OT. UNIT PRICE</u>	<u>TOTALS</u>
LABOR						
Foreman	10	0	HR	\$49.90	\$74.85	\$499.00
Skid Steer Operator	10	0	HR	\$24.91	\$37.37	\$249.10
	0	0	HR	\$0.00	\$0.00	\$0.00
	0	0	HR	\$0.00	\$0.00	\$0.00
	0	0	HR	\$0.00	\$0.00	\$0.00
	0	0	HR	\$0.00	\$0.00	\$0.00
	0	0	HR	\$0.00	\$0.00	\$0.00
	0	0	HR	\$0.00	\$0.00	\$0.00
				SUBTOTAL:		\$748.10
				Labor Mark Up @ 25%		\$187.03
				Ins. & Taxes Mark Up @ 55%		\$411.46
				LABOR TOTAL		\$1,346.58
EQUIPMENT						
Foreman Truck	10		HR	\$19.38		\$193.80
Skid Steer	10		HR	\$47.60		\$476.00
	0		HR	\$0.00		\$0.00
	0		HR	\$0.00		\$0.00
	0		HR	\$0.00		\$0.00
				SUBTOTAL:		\$669.80
				Mark Up @ 15%		\$100.47
				EQUIPMENT TOTAL		\$770.27
MATERIALS						
	0		CY	\$0.00		\$0.00
	0		EA	\$0.00		\$0.00
	0		Ton	\$0.00		\$0.00
	0		Ton	\$0.00		\$0.00
				SUBTOTAL:		\$0.00
				Mark Up @ 25%		\$0.00
				MATERIALS TOTAL		\$0.00
SUBS						
				\$0.00		\$0.00
				SUBTOTAL:		\$0.00
				Mark Up @ 5%		\$0.00
				SUBS TOTAL		\$0.00
				TOTAL LESS BOND		\$2,116.85
				BOND 1%		\$21.17
				THIS CHANGE ORDER		\$2,138.02

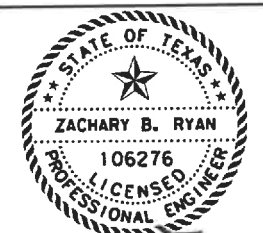
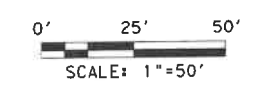
3/7/2022 11:36:27 AM
 I:\2291\1601\CADD\SHEETS\01-Schematic-Exhibits\NMAYS*REVEG*01.dgn



MATCH LINE STA 44+00.00



- NOTES:
1. PYRAMAT AND FLEXAMAT SHALL BE PLACED IN ACCORDANCE WITH THE MATERIAL SPECIFICATION PROVIDED.
 2. ALL PYRAMAT SHALL INCLUDE GRASS SEED MIXTURE PLACED UNDER THE MAT. SEED MIXTURE SHALL BE APPROVED BY THE COUNTY.
 3. VELOCITY INFORMATION IS FOR THE 100-YEAR STORM EVENT.



3/7/2022



LJA Engineering, Inc.
 FRN-F-1386

**NORTH MAYS EXTENSION
 UNDER BRIDGE
 RE-VEGETATION PLAN**

1"=50' SHEET 1 OF 1

DESIGN	FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.	SHEET NO.
ZR	6	-	240A
DRAWN	STATE	DIST. NO.	COUNTY
AM	TX	AUS	WILLIAMSON
CHECK	CONTROL	SECTION	JOB
BY			HIGHWAY NO.

Commissioners Court - Regular Session

42.

Meeting Date: 04/12/2022

RM 2243 RAISE Grant Application

Submitted For: Robert Daigh

Submitted By: Vicky Edwards, Infrastructure

Department: Infrastructure

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on the RM 2243 Improvement Grant Application.

Background

Williamson County is seeking Federal RAISE grant funding for the initial construction of one three-lane road from 183A to Garey Park. This RM 2243 Resiliency Project includes phased improvements to Hero Way/RM 2243 between 183A and Southwest Bypass. The Project will modernize and replace dilapidated infrastructure by constructing a new roadway built to modern safety and design standards. This Project is critical to connecting intermodal facilities in the City of Leander and City of Georgetown; provides drainage improvements that meet current Federal Emergency Management Agency floodplain requirements and alleviate flooding conditions; protects sensitive habitats through water quality measures that reduce runoff; and connects users of all abilities by providing space to construct a future shared-use path to the key activity centers along the corridor. Improvements will provide safe access of suburban and rural residents to nearby high-quality technology and light industrial jobs including those generated by the new Apple campus and the Tesla Gigafactory. Williamson County and TxDOT have the technical resources available to deliver this Project.

The anticipated construction cost is \$19.6M, and our grant request is 50% of construction costs equaling \$9.8M.

Fiscal Impact

From/To	Acct No.	Description	Amount
---------	----------	-------------	--------

Attachments

RM 2243 RAISE Grant Application

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Vicky Edwards

Final Approval Date: 04/06/2022

Reviewed By

Becky Pruitt

Date

04/06/2022 11:12 AM

Started On: 04/06/2022 09:34 AM

Grant Title/Project Name:	RAISE Grant / RM 2243 Project
Department:	Road Bond
Requestor:	Bob Daigh
Contact Email:	bdaigh@wilco.org
Contact Phone Number:	512.943.3330
Start Date:	3/20/2023
End Date:	12/20/2024
Please select request category:	Asset, Personnel, Transportation
Describe the purpose of the grant in detail to include all requirements.	Construction funding for RM 2243 from 183A to Garey Park.
Select the type of grant your department is applying for:	Federal
What is the amount of the grant?	\$9,800,000.00
Please provide a breakdown of the total cost above.	Construction - \$9.8M
Is there a match requirement?	Yes
What is the source of the match?	Anticipated to come from Road Bond Funds.
Does the grant cover the cost of the request 100%?	No
If not, how much is left unpaid?	\$9,800,000.00
What is the plan to obtain grants/funds for the remaining amount?	Anticipated to come from Road Bond Funds.
List other similar assets in the County and/or region and if they are available for use?	
How is this asset request different from any similar assets currently in the County and/or region?	
What types of events/purpose would this asset be used for that cannot be accomplished with a current County asset?	
How often do these events occur?	
Identify the number of personnel required to operate this asset and/or be available for the function where it is to be used? How much time is required of those personnel? What is the cost of the personnel?	
Where will the asset be stored?	
What is the useful life of the asset?	
Will a replacement be requested from general funds when useful life has been exhausted?	
Will other agencies be billed for the use of this asset (e.g. vendors paid, employee worked hours and paid, inventory costs etc.)?	
Does this asset require insurance coverage?	
If yes, what is the estimate of asset insurance	

coverage?	
Will this asset require on-going maintenance? Please describe the maintenance required along with an estimate for these costs.	
How will this asset be funded when the grant ends?	
What is the impact if the grant is not received?	
New Personnel position is:	
Where will this position office?	
Who will this position report to?	
What tasks will this position perform? Include the five primary functions and the percentage of time spent to be spent on each function.	
Will this position take over tasks from current County employee?	
If yes, please explain the impact to current employee.	
How will this position be funded when the grant ends?	
Does this position or a similar position currently exist within the department?	
If "yes" how many of these similar positions exist	
Describe any alternatives considered to achieve desired outcome in lieu of a position (i.e. equipment, software, technology or change in business practice).	
Describe how workload will be accomplished/re-allocated should grant not be approved.	
List other similar items in the County and/or region and if they available for use?	N/A
How is this item request different from any similar assets currently in the County and/or region?	N/A
What types of events/purpose would this item be used for that cannot be accomplished with a current County asset?	N/A
Identify the number of personnel required to operate this item and/or be available for the function where it is to be used?	N/A
Please explain how this item will create the need for more or less personnel (or mark n/a for no change)?	N/A
Where will the item be stored?	N/A
What is the useful life of the item?	N/A
Will other agencies be billed for the use of this item (e.g. vendors paid, employee worked hours and paid, inventory costs etc.)?	
Does this item require insurance coverage?	No
Will this item require any form of licensing?	No

Will this item require on-going maintenance? Please describe the maintenance required along with an estimate for these costs?	N/A
How will this item be funded when the grant ends?	N/A
What is the overall budgetary impact? (i.e. revenue generation, expense reduction, etc.)	N/A
Please identify any additional equipment needed/required (now or in the future) should the grant/asset is awarded.	No additional equipment needed.
What is the cost and frequency to maintain/update the additional equipment?	N/A
What is the impact of this grant application on other internal/county departments?	No impact as the roadway will be maintained by TxDOT after construction is complete.
If yes, what is the estimate of that license fee?	
If yes, what is the estimate of insurance coverage?	
Will a replacement be requested from general funds when useful life has been exhausted? (OR)	No
If yes, how much is the match amount?	50% match
ID	86
Version	5.0
Attachments	False
Created	4/6/2022 9:54 AM
Created By	Vicky Edwards
Modified	4/6/2022 10:10 AM
Modified By	Vicky Edwards

Commissioners Court - Regular Session

43.

Meeting Date: 04/12/2022

Hero Way Real Estate Contract

Submitted For: Charlie Crossfield

Submitted By: Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Real Estate Contract with Prelude Ventures, LLC for 0.288 acres of right of way needed for the Hero Way project (Parcel 318). Funding Source: Road Bonds P326

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
---------	----------	-------------	--------

Attachments

Contract

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 04/07/2022

Reviewed By

Becky Pruitt

Date

04/07/2022 09:14 AM

Started On: 04/06/2022 10:40 AM

REAL ESTATE CONTRACT

Hero Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **PRELUDE VENTURES, LLC** (referred to in this Contract as "Seller") and **WILLIAMSON COUNTY, TEXAS** (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

**ARTICLE I
PURCHASE AND SALE**

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

All of that certain 0.288-acre tract of land out of the Elijah D. Harmon survey, abstract no. 6, Williamson county, Texas; being a portion of lot 1 and lot 2, block "a" of liberty heights, a subdivision as recorded in document number 2020092083 of the official public records of Williamson county, Texas; said lot 1 and lot 2 being conveyed to prelude ventures LLC by special warranty deed with vendor's lien recorded in document number 2019005550 of the Official Public Records of Williamson County, Texas, being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 318**);

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 shall be the sum of EIGHTY-SIX THOUSAND TWENTY-TWO and 00/100 Dollars (\$86,022.00).

2.01.1 As Additional Compensation Purchaser shall pay the amount of SIX THOUSAND THREE HUNDRED FORTY-NINE and 00/100 Dollars (\$6,349.00) for the acquisition of any improvements on the Property or for the replacement of driveway.

Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash at the Closing.

**ARTICLE III
PURCHASER'S OBLIGATIONS**

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

Miscellaneous Conditions

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 May 15, 2022, or at such time, date, and place as Seller and Purchaser may otherwise agree, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Deed conveying good and indefeasible title to Williamson County, Texas in fee simple to all of the Property described in Exhibit "A", free and clear of any and all liens and restrictions, except for the following:

- (a) General real estate taxes for the year of closing and subsequent years not yet due and payable.
- (b) Any exceptions approved by Purchaser pursuant to Article III hereof; and
- (c) Any exceptions approved by Purchaser in writing.

(2) The Deed shall be in the form as shown in Exhibit "B" attached hereto and incorporated herein.

(3) Provide reasonable assistance as requested, at no cost to Seller, to cause Title Company to issue Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, in Grantee's favor in the full amount of the Purchase Price, insuring Purchaser's contracted interests in and to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

- (a) The boundary and survey exceptions shall be deleted.
- (b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and
- (c) The exception as to the lien for taxes shall be limited to the year of Closing and shall be endorsed "Not Yet Due and Payable".
- (d) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

- (a) Pay the cash portion of the Purchase Price.

Prorations

5.04. General real estate taxes for the then current year relating to the Property shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation but shall otherwise be the continuing obligation of Seller to fully satisfy. Agricultural roll-back taxes, if any, which directly result from the completion of this transaction and conveyance shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

- (1) Owner's Title Policy and survey to be paid by Purchaser.
- (2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.
- (3) All other closing costs shall be paid by Purchaser.
- (4) Attorney's fees paid by each respectively.

**ARTICLE VI
BREACH BY SELLER**

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

**ARTICLE VII
BREACH BY PURCHASER**

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made, then Seller shall receive the amount of \$500 as liquidated damages for any failure by Purchaser.

**ARTICLE VIII
MISCELLANEOUS**

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

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

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10 This Contract shall be effective as of the date it is approved by Williamson County, Texas which date is indicated beneath the County Judge's signature below.

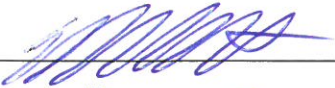
Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

[signature page follows]

SELLER:

PRELUDE VENTURES, LLC

By: 

Name: MICHAEL E. HAGGARD

Its: MANAGING MEMBER

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: 318
Highway: FM 2243

METES & BOUNDS DESCRIPTION FOR PARCEL 318

METES & BOUNDS DESCRIPTION FOR A 0.288 ACRE TRACT OF LAND OUT OF THE ELIJAH D. HARMON SURVEY, ABSTRACT NO. 6, WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF LOT 1 AND LOT 2, BLOCK "A" OF LIBERTY HEIGHTS, A SUBDIVISION AS RECORDED IN DOCUMENT NUMBER 2020092083 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID LOT 1 AND LOT 2 BEING CONVEYED TO PRELUDE VENTURES LLC BY SPECIAL WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN DOCUMENT NUMBER 2019005550 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 0.288 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS AND SHOWN ON THE ATTACHED SKETCH:

BEGINNING at a 1/2-inch iron rod found on the south right-of-way line of Hero Way (f/k/a County Road 269) (width varies) (no deed of record found), at the northwest corner of the above described Lot 1, and at the northeast corner of a called 9.1064 acre tract of land as conveyed to Mauck Properties, LLC by General Warranty Deed recorded in Document Number 2019000260 of the Official Public Records of Williamson County, Texas, for the northwest corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, with the south right-of-way line of said Hero Way and the north lines of said Lot 1 and Lot 2, N 68°57'52" E a distance of 369.96 feet to a 3/8-inch iron rod found at the northeast corner of said Lot 2 and the northwest corner of a called 4.95 acre tract of land as conveyed to Jerry Wayne Droptini and Jan Droptini by Warranty Deed with Vendor's Lien recorded in Volume 1919, Page 373 of the Official Records of Williamson County, Texas, for the northeast corner of the herein described tract, from which a 3/4-inch iron rod found at the northeast corner of said Droptini Tract bears N 68°59'05" E a distance of 239.86 feet;

THENCE, with the east line of said Lot 2 and the west line of said Droptini Tract, S 21°00'17" E a distance of 56.79 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" (NAD-83, Central Zone Grid Coordinates: N: 10,187,176.62, E: 3,084,360.57) set for the southeast corner of the herein described tract, 204.21 feet right of FM 2243 baseline station 130+85.56, from which a 1/2-inch iron rod found at the southeast corner of said Lot 1 bears S 21°00'17" E a distance of 698.94 feet;

THENCE, over and across said Lot 2, S 79°56'38" W a distance of 40.17 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set for an angle point, 201.00 feet right of FM 2243 baseline station 130+45.51;

THENCE, continuing over and across said Lot 2, S 75°22'22" W a distance of 90.72 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set at the point of curvature of a curve to the left, 201.01 feet right of FM 2243 baseline station 129+54.79;

THENCE, continuing over and across said Lot 2 and Lot 1, along said curve to the left, an arc distance of 241.41 feet, having a radius of 6,503.00 feet, a central angle of 02°07'37" and a chord which bears S 74°18'34" W a distance of 241.39 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set on the west line of said Lot 1 and the east line of said Mauck Properties, LLC Tract, 205.49 feet right of FM 2243 baseline station 127+13.44, for the southwest corner of the herein described tract;

THENCE, with the west line of said Lot 1 and the east line of said Mauck Properties, LLC Tract, N 21°01'02" W a distance of 16.53 feet to the **POINT OF BEGINNING** and containing 0.288 acre (12,558 square feet) of land, more or less.

Bearing orientation is based on the Texas State Plane Coordinate System NAD-83, Central Zone 4203. All distances are surface and may be converted to grid by dividing by a scale factor of 1.00012.

I hereby certify that these notes were prepared by BGE from a survey made on the ground under my supervision on August 17, 2021 and are true and correct to the best of my knowledge. A sketch accompanies this description.

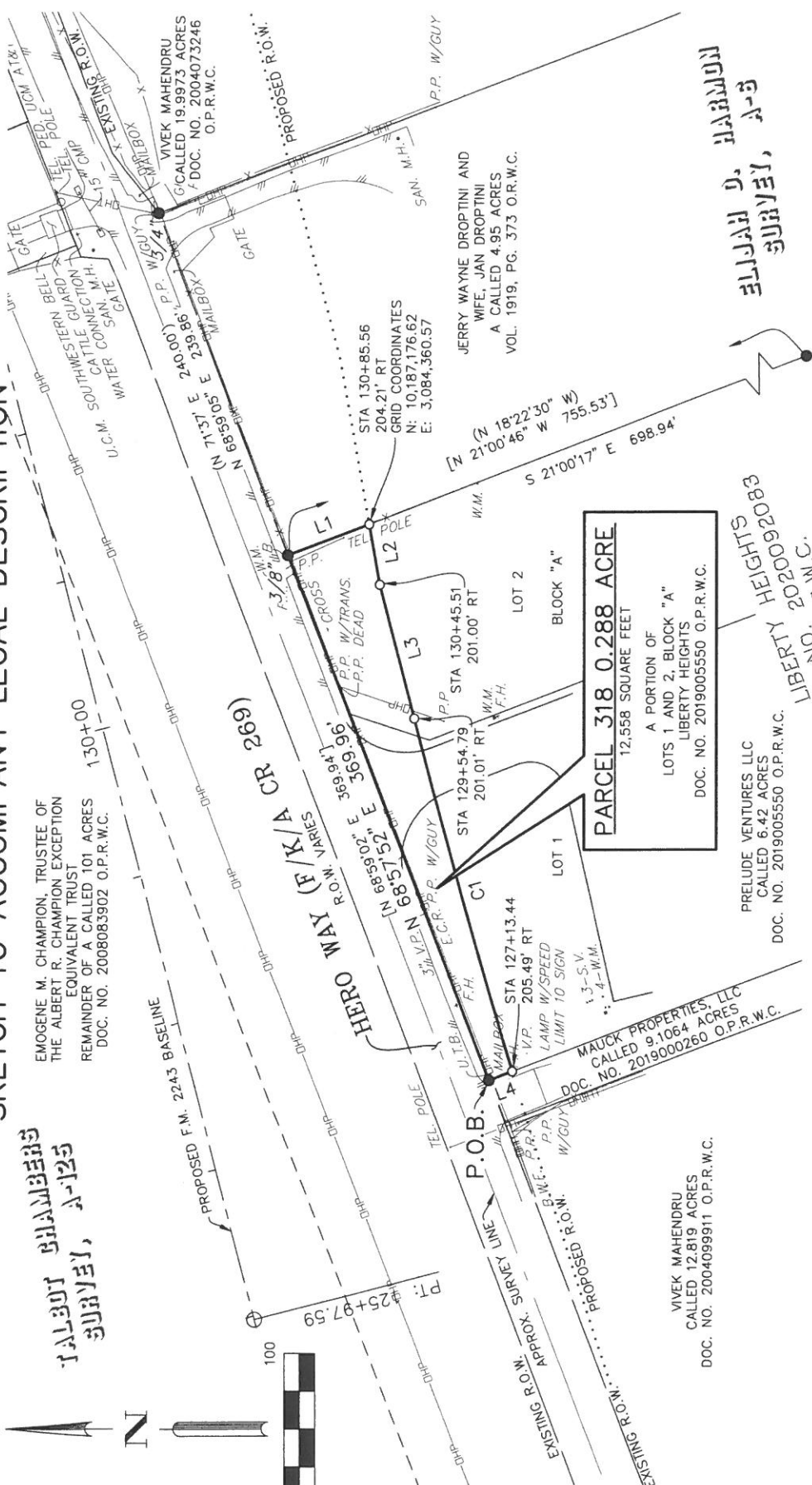
PRELIMINARY
This document shall not be
recorded for any purpose.

Jonathan O. Nobles RPLS Number 5777
BGE, Inc.
101 West Louis Henna Blvd., Suite 400
Austin, TX 78728
Telephone: 512-879-0400
TBPELS Licensed Surveying Firm Number 10106502

Date

Client: Williamson County
Date: October 27, 2021
Project Number: 7473-00

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



EMOGENE M. CHAMPION, TRUSTEE OF
THE ALBERT R. CHAMPION EXCEPTION
EQUIVALENT TRUST
REMAINDER OF A CALLED 101 ACRES
DOC. NO. 2008083902 O.P.R.W.C.

تالوت شامبند
سورتي، ا-125

VIVEK MAHENDRU
CALLED 19.973 ACRES
F.DOC. NO. 2004073246
O.P.R.W.C.

JERRY WAYNE DROPTINI AND
WIFE, JAN DROPTINI
A CALLED 4.95 ACRES
VOL. 1919, PG. 373 O.R.W.C.

PARCEL 318 0.288 ACRE
12,558 SQUARE FEET
A PORTION OF
LOTS 1 AND 2, BLOCK "A"
LIBERTY HEIGHTS
DOC. NO. 2019005550 O.P.R.W.C.

PRELUDE VENTURES LLC
CALLED 6.42 ACRES
DOC. NO. 2019005550 O.P.R.W.C.

VIVEK MAHENDRU
CALLED 12.819 ACRES
DOC. NO. 2004099911 O.P.R.W.C.

MAUCK PROPERTIES, LLC
CALLED 9.1064 ACRES
DOC. NO. 2019000260 O.P.R.W.C.

السورتي، ا-125

BGE, Inc.
101 West Louis Herma Blvd, Suite 400, Austin, TX 78728
Tel: 512-879-0400 • www.bgeinc.com
TBPLS Licensed Surveying Firm No. 10106502

PARCEL PLAT
SHOWING PARCEL 318
0.288 ACRE
FM 2243
WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	10/27/2021	3 of 4

**PRELIMINARY
PENDING FINAL
REVIEW**

LEGEND

- B.
 - B.W.F.
 - CMP
 - DOC.
 - E.C.R.
 - F.H.
 - G.P.
 - M.H.
 - NO.
 - O.P.R.W.C.
 - O.R.W.C.
 - PED.
 - PG.
 - P.O.B.
 - P.P.
 - R.O.W.
 - SAN.
 - S.V.
 - TEL.
 - TRANS.
 - U.C.M.
 - U.T.B.
 - VOL.
 - V.P.
 - W.M.
 - W.V.
 - ()
 - []
 - { }
 -
 -
 - △
 - x—
 - DHT—
 - DHP—
 - //—
- BOLLARD
 - BARBED WIRE FENCE
 - CORRUGATED METAL PIPE
 - DOCUMENT
 - ELECTRIC CONDUIT RISER
 - FIRE HYDRANT
 - GATE POST
 - MANHOLE
 - NUMBER
 - OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY
 - OFFICIAL RECORDS OF WILLIAMSON COUNTY
 - PEDESTAL
 - PAGE
 - POINT OF BEGINNING
 - POWER POLE
 - RIGHT-OF-WAY
 - SANITARY
 - SPRINKLER VALVE
 - TELEPHONE
 - TRANSFORMER
 - UNDERGROUND CABLE MARKER
 - UNDERGROUND TELEPHONE BOX
 - VOLUME
 - VERTICAL PIPE
 - WATER METER
 - WATER VALVE
 - RECORD INFO FOR VOL. 1919, PG. 373 O.R.W.C.
 - RECORD INFO FOR DOC. NO. 2020092083 O.P.R.W.C.
 - RECORD INFO FOR DOC. NO. 2019000260 O.P.R.W.C.
 - FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)
 - SET 1/2" IRON ROD W/CAP "WILCO ROW 5777"
 - CALCULATED POINT
 - WIRE FENCE
 - OVERHEAD TELEPHONE
 - OVERHEAD POWER
 - EDGE OF ASPHALT

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	S 21°00'17" E	56.79'
L2	S 79°56'38" W	40.17'
L3	S 75°22'22" W	90.72'
L4	N 21°01'02" W	16.53'


RECORD LINE TABLE		
NUMBER	BEARING	DISTANCE
{L4}	[N 21°01'31" W]	
{L4}	{N 18°23'09" W}	

CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	241.41'	6,503.00'	2°07'37"	S 74°18'34" W	241.39'

**PRELIMINARY
PENDING FINAL
REVIEW**

GENERAL NOTES:

1. BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD83. DISTANCES SHOWN HEREON ARE IN SURFACE AND CAN BE CONVERTED TO GRID BY DIVIDING BY THE COMBINED SCALE FACTOR = 1.00012
2. A METES AND BOUNDS DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS SKETCH.
3. NO TITLE COMMITMENT WAS PROVIDED AND THE SURVEYOR DID NOT ABSTRACT THE PROPERTY FOR RECORD INSTRUMENTS THAT MAY AFFECT, RESTRICT, OR OTHERWISE ENCUMBER THE SUBJECT TRACT.



BCE, Inc.
101 West Louis Henna Blvd, Suite 400, Austin, TX 78728
Tel: 512-675-0400 • www.bceinc.com
TBPLS Licensed Surveying Firm No. 10106502

PARCEL PLAT
SHOWING PARCEL 318
0.288 ACRE
FM 2243
WILLIAMSON COUNTY, TEXAS

Scale: 1"=100'
Job No.: 7473-00
Date: 10/27/2021
Page: 4 of 4

Exhibit "B"

Hero Way Parcel 318

DEED
Hero Way

THE STATE OF TEXAS

§

COUNTY OF WILLIAMSON

§

§

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

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:

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

All of that certain 0.288-acre tract of land out of the Elijah D. Harmon survey, abstract no. 6, Williamson county, Texas; being a portion of lot 1 and lot 2, block "a" of liberty heights, a subdivision as recorded in document number 2020092083 of the official public records of Williamson county, Texas; said lot 1 and lot 2 being conveyed to prelude ventures LLC by special warranty deed with vendor's lien recorded in document number 2019005550 of the Official Public Records of Williamson County, Texas, being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 318**);

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

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

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

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

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas and/or the State of Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of Hero Way.

TO HAVE AND TO HOLD the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof by and through Grantor but not otherwise.

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2022.

[signature pages follow]

Commissioners Court - Regular Session

44.

Meeting Date: 04/12/2022

CR 245 Real Estate Contract

Submitted For: Charlie Crossfield

Submitted By: Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Real Estate Contract with Aaronson Tierra, LLC a Texas limited liability company for 0.8518 acres of right of way needed on the CR 245 project (Parcel 11). Funding Source: Road Bonds P353

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
---------	----------	-------------	--------

Attachments

Contract

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 04/07/2022

Reviewed By

Becky Pruitt

Date

04/07/2022 09:15 AM

Started On: 04/06/2022 10:54 AM

REAL ESTATE CONTRACT

County Road 245 Right of Way—Parcel 11

THIS REAL ESTATE CONTRACT (“Contract”) is made by **AARONSON TIERRA, LLC, a Texas limited liability 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 0.8518 acre (37,105 square foot) parcel of land out of the F. Foy Survey, Abstract No. 229, in Williamson County, Texas; said parcel of land being more particularly described by metes and bounds in Exhibit "A" attached hereto and made a part hereof. (**Parcel 11**);

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” shall be the sum of ONE HUNDRED THIRTY-FIVE THOUSAND TWO HUNDRED EIGHTY-THREE and 00/100 Dollars (\$135,283.00).

Payment of Purchase Price and Additional Compensation

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.

PURCHASER ACKNOWLEDGES AND AGREES THAT PURCHASER HAS HAD (OR WILL HAVE PURSUANT TO THE PROVISIONS OF THIS AGREEMENT) ACCESS TO AND SUFFICIENT TIME TO REVIEW ALL INFORMATION, DOCUMENTS, AGREEMENTS, STUDIES AND TESTS RELATING TO THE PROPERTY WHICH IT DEEMS NECESSARY OR DESIRABLE, AND THAT IT HAS CONDUCTED OR WILL CONDUCT TO ITS SATISFACTION A COMPLETE AND THOROUGH INSPECTION, TESTING, ANALYSIS AND EVALUATION OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO ENVIRONMENTAL ISSUES, IF ANY, AND IT IS QUALIFIED TO MAKE SUCH INSPECTION. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT IT IS RELYING SOLELY ON PURCHASER'S INDEPENDENT INVESTIGATION AND INSPECTION OF THE PROPERTY, AND IS NOT RELYING ON ANY INFORMATION PROVIDED BY SELLER, OR ANY OF ITS EMPLOYEES, PARTNERS, DIRECTORS, OFFICERS, MANAGERS, MEMBERS, AGENTS, CONSULTANTS, CONTRACTORS,

SUBCONTRACTORS, ATTORNEYS OR BROKERS, OR ANY STATEMENTS (ORAL OR WRITTEN) WHICH MAY HAVE BEEN MADE OR MAY BE MADE (OR PURPORTEDLY MADE) BY SELLER OR ANY OF ITS REPRESENTATIVES OR EMPLOYEES, IN DETERMINING WHETHER TO PURCHASE THE PROPERTY. PURCHASER FURTHER ACKNOWLEDGES THAT AT CLOSING, IT WILL BE FULLY AND COMPLETELY SATISFIED THAT THE PROPERTY IS SATISFACTORY IN ALL RESPECTS FOR ITS INTENDED USE AND PURCHASER SHALL HAVE NO RECOURSE WHATSOEVER AGAINST SELLER IN CONNECTION WITH THE PROPERTY. SELLER IS CONVEYING THE PROPERTY TO PURCHASER "AS IS, WHERE IS", AND "WITH ALL FAULTS" AND SPECIFICALLY AND EXPRESSLY WITHOUT ANY WARRANTIES, REPRESENTATIONS OR GUARANTEES, EITHER EXPRESS OR IMPLIED, OF ANY KIND, NATURE, OR TYPE WHATSOEVER FROM OR ON BEHALF OF SELLER.

**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 (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 Special Warranty Deed conveying good and indefeasible title to the City of Georgetown, Texas in fee simple to all of the Property described in Exhibit "A", free and clear of any and all monetary liens and restrictions, except for the following:

- (a) General real estate taxes for the year of closing and subsequent years not yet due and payable;
- (b) Any exceptions approved by Purchaser pursuant to Article III hereof; and
- (c) Any exceptions approved by Purchaser in writing.

The Deed shall be in the form as shown in Exhibit "B" attached hereto and incorporated herein.

(2) Provide reasonable assistance as requested, at no cost to Seller, to cause the Title Company to deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, in Grantee's favor in the full amount of the Purchase Price, insuring Purchaser's contracted interests in and to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

- (a) The boundary and survey exceptions shall be deleted;
- (b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and
- (c) The exception as to the lien for taxes shall be limited to the year of Closing and shall be endorsed "Not Yet Due and Payable".
- (d) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

- (a) Pay the cash portion of the Purchase Price.

Prorations

5.04. General real estate taxes for the then current year relating to the Property shall be prorated as of the Closing Date (and prorated based on acreage if part of a larger parcel at the time of Closing) 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 terminate this Agreement and 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.

8.08. Intentionally Omitted.

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 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:

AARONSON TIERRA, LLC,
a Texas limited liability company

By:  _____
574D1964989748E...

Address: P.O. Box 41805 _____

Name: Max Aaronson _____

Austin, TX, 78704 _____

Its: Managing Member _____

Date: 4/4/2022 _____

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
County Judge

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

Date: _____

EXHIBIT A

County: Williamson
Highway: County Road 245
Project Limits: From RM 2338 to Ronald Reagan Blvd.

Page 1 of 6
September 20, 2021

PROPERTY DESCRIPTION FOR PARCEL 11

DESCRIPTION OF a 37,105 square foot (0.8518 of one acre) parcel of land out of the F. Foy Survey, Abstract No. 229, in Williamson County, Texas, and being out of a called 32.169 acre tract conveyed to Plazo Tierra, LLC by Special Warranty Deed dated August 30, 2019, as recorded in Document No. 2019110962, Official Public Records, Williamson County, Texas (O.P.R.W.C.T.); said 37,105 square foot (0.8518 of one acre) parcel of land being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2-inch iron rod found at the northeast corner of a called 20 acre tract conveyed to Diane Miller O'Rourke and Janet Miller Rode by Order Admitting to Probate as a Muniment of Title dated July 30, 2019, as recorded in Document No. 2019069263, O.P.R.W.C.T., said 20 acre tract being further described in Volume 2501, Page 322, Official Records, Williamson County, Texas (O.R.W.C.T.);

THENCE S 68°56'14" W, along the north line of said 20 acre O'Rourke tract, and partially along the south line of said 32.169 acre Plazo Tierra tract, a distance of 1,743.04 feet to a 1/2-inch iron rod with "McGray McGray" cap set in the proposed east right-of-way line of CR 245, for the **POINT OF BEGINNING**, being 67.50 feet right of Engineer's Baseline Station 142+49.25 and having Surface Coordinates of North=10,240,683.24, East=3,101,669.64;

- 1) **THENCE, S 68°56'14" W**, continuing along the south line of said 32.169 acre Plazo Tierra tract and the north line of said 20 acre O'Rourke tract, a distance of **47.28 feet** to a calculated point at the southwest corner of said 32.169 acre Plazo Tierra tract, being at the northwest corner of said 20 acre O'Rourke tract, and being in the existing east right-of-way line of CR 245 (varying width);

THENCE, along the west line of said 32.169 acre Plazo Tierra tract and the existing east right-of-way line of CR 245, the following three (3) courses, numbered 2 through 4:

- 2) **N 20°08'05" W**, a distance of **226.88 feet** to a 1/2-inch iron rod found;
- 3) **N 19°21'35" W**, a distance of **182.32 feet** to a 1/2-inch iron rod found; and
- 4) **N 19°15'02" W**, a distance of **849.49 feet** to a 1/2-inch iron rod with "McKim & Creed" cap found at the northwest corner of said 32.169 acre Plazo Tierra tract and in the south line of a called 51.41 acre tract conveyed to Williamson County, Texas as recorded in Document No. 2010006962, O.P.R.W.C.T., being in the existing south right-of-way line of Ronald Reagan Boulevard (220 foot width);

EXHIBIT A

County: Williamson
Highway: County Road 245
Project Limits: From RM 2338 to Ronald Reagan Blvd.

Page 2 of 6
September 20, 2021

PROPERTY DESCRIPTION FOR PARCEL 11

- 5) **THENCE, N 84°05'11" E**, along the north line of said 32.169 acre Plazo Tierra tract, the south line of said 51.41 acre Williamson County, Texas tract, and the existing south right-of-way line of Ronald Reagan Boulevard, a distance of **8.99 feet** to a 1/2-inch iron rod with "McGray McGray" cap set in the proposed east right-of-way line of CR 245, being 67.50 feet right of Engineer's Baseline Station 155+05.05, from which a 1/2-inch iron rod with "McKim & Creed" cap found at the northeast corner of said 32.169 acre Plazo Tierra tract, bears N 84°05'11" E, a distance of 1,615.17 feet;

- 6) **THENCE, S 21°11'01" E**, along the proposed east right-of-way line of CR 245, crossing said 32.169 acre Plazo Tierra tract, a distance of **1,255.81 feet** to the **POINT OF BEGINNING** and containing 37,105 square feet (0.8518 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.

Page 3 of 6
September 20, 2021

PROPERTY DESCRIPTION FOR PARCEL 11

A parcel plat of even date was prepared in conjunction with this property description.

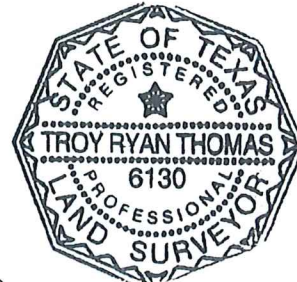
STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TRAVIS §

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 20th day of September, 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



T.R. Thomas

9/20/2021

Troy R. Thomas, Reg. Professional Land Surveyor No. 6130
2021/Descriptions/CR 245 Williamson County/Parcel 11

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
- PROPERTY LINE (OWNERSHIP DIVISION)
- 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

CR 245 EXISTING R.O.W.

P.O.C. PARCEL 11

PROPOSED R.O.W.

(11)

0.8518 AC.
37,105 SQ.FT.

PLAZO TIERRA, LLC
DOC. NO. 2019110962
O.P.R.W.C.T.
AUGUST 30, 2019
(32.169 ACRES)

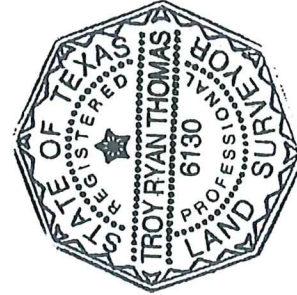
F. FOY SURVEY
ABSTRACT NO. 229

P.O.B. PARCEL 11

PROPERTY INSET
NOT TO SCALE

568° 56' 14" W 1,743.04'

EXISTING R.O.W.
RONALD REAGAN BLVD.



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.

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.

T.R. Thomas
TROY R. THOMAS, REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6130

9/20/2021

DATE

THE SURVEY SHOWN WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE OF NO. 2129185-KFO ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE JULY 1, 2021, ISSUED DATE JULY 13, 2021.

10. THE FOLLOWING MATTERS AND ALL TERMS OF THE DOCUMENTS CREATING OR OFFERING EVIDENCE OF THE MATTERS:

- A. CHISHOLM TRAIL WATER SUPPLY CORPORATION WATER LINES AS DESCRIBED IN VOLUME 700, PAGE 580, DEED RECORDS, WILLIAMSON COUNTY, TEXAS AND BEING TRANSFERRED TO CHISHOLM TRAIL SPECIAL UTILITY DISTRICT BY INSTRUMENT RECORDED IN VOLUME 2168, PAGE 44, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS - BLANKET EASEMENT (UNABLE TO PLOT)
- B. CHISHOLM TRAIL WATER SUPPLY CORPORATION POTABLE WATER PIPELINE AS DESCRIBED IN VOLUME 939, PAGE 311, DEED RECORDS, WILLIAMSON COUNTY, TEXAS AND BEING TRANSFERRED TO CHISHOLM TRAIL SPECIAL UTILITY DISTRICT BY INSTRUMENT RECORDED IN VOLUME 2168, PAGE 44, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS - BLANKET EASEMENT (UNABLE TO PLOT)
- C. CHISHOLM TRAIL WATER SUPPLY CORPORATION WATER DISTRIBUTION LINE AS DESCRIBED IN VOLUME 1596, PAGE 458, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS AND BEING TRANSFERRED TO CHISHOLM TRAIL SPECIAL UTILITY DISTRICT BY INSTRUMENT RECORDED IN VOLUME 2168, PAGE 44, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS - BLANKET EASEMENT (UNABLE TO PLOT)
- D. CITY OF GEORGETOWN ELECTRIC UTILITY LINES AS DESCRIBED IN DOCUMENT NO. 2008048277, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS - AFFECTS AS SHOWN (0.5766 ACRE EASEMENT ONLY)

REVISIONS

RECORD	ACQUISITION	REMAINING RT
32.169 AC. (1,401,281 SQ. FT.)	0.8518 AC. (37,105 SQ. FT.)	31.317 AC. (1,364,176 SQ. FT.)

MCGRAY & MCGRAY
LAND SURVEYORS, INC.
TBPELS SURVEY FIRM # 10095500
3301 HANCOCK DRIVE #6
AUSTIN, TEXAS 78731
(512) 451-8591
www.rmcgray.com

PARCEL PLAT SHOWING
PROPOSED R.O.W. AT

PARCEL 11
CR 245 - FROM R.M. 2338
TO RONALD REAGAN BLVD.
WILLIAMSON COUNTY, TEXAS

DATE: SEPTEMBER 2021 SCALE: N.T.S.

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S68°56'14"W	47.28'

CONTINENTAL HOMES OF TEXAS, L.P.
 DOC. NO. 2020153571
 O.P.R.W.C.T. DECEMBER 3, 2020
 (33.006 ACRES)

L.P. DYCHES SURVEY
 ABSTRACT NO. 171

HIGHLAND VILLAGE GEORGETOWN, LP
 DOC. NO. 2018043854
 O.P.R.W.C.T. MAY 9, 2018
 (TRACT 2-120.53 ACRES)

R.O.W. DEDICATION
 DOC. NO. 9553392
 O.R.W.C.T. (3.07 ACRES)

EXISTING R.O.W.

ENGINEER'S-BASELINE (R.O.W.-WIDTH-VARIES) 145+00 N21°11'01"W 2,063.35' 148+00
 EXISTING R.O.W. N20°08'05"W 226.88' (N19°26'28"W 182.29') N19°21'35"W 182.32' N19°15'02"W 849.49' (N19°14'10"W 849.42')

PROPOSED R.O.W.

S21°11'01"E 1,255.81'

0.8518 AC.
 37,105 SQ.FT.

ELECTRIC UTILITY EASEMENT
 DOC. NO. 2008048277
 O.P.R.W.C.T. (0.5766 ACRE, 25,115 SQ.FT.)

11

P.O.B. PARCEL 11
 N=10,240.683.24
 E=3,101.669.64
 STA. 142+49.25
 67.50' RT

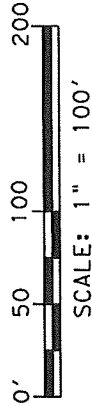
(568°57'17"W 971.57')
 568°56'14"W 1,743.04'

PLAZO TIERRA, LLC
 DOC. NO. 2019110962
 O.P.R.W.C.T. AUGUST 30, 2019
 (32.169 ACRES)

F. FOY SURVEY
 ABSTRACT NO. 229

DIANE MILLER O'ROURKE AND JANET MILLER RODE
 DOC. NO. 2019069263
 O.P.R.W.C.T. JULY 30, 2019
 FURTHER DESCRIBED IN VOL. 2501, PG. 322
 O.R.W.C.T. (20 ACRES)

P.O.C. PARCEL 11



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.

MATCHLINE PG. 6 OF 6

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 11
 CR 245 - FROM R.M. 2338
 TO RONALD REAGAN BLVD.
 WILLIAMSON COUNTY, TEXAS

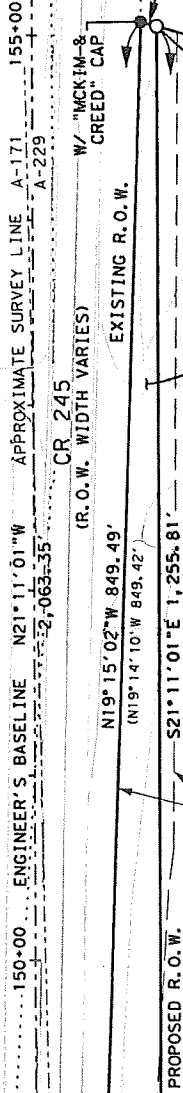
DATE: SEPTEMBER 2021 SCALE: 1"=100'

LINE TABLE		
LINE	BEARING	DISTANCE
L2	N84°05'11"E	8.99'

L. P. DYCHES SURVEY
 ABSTRACT NO. 171
 HIGHLAND VILLAGE GEORGETOWN, LP
 DOC. NO. 2018043854
 O. P. R. W. C. T.
 MAY 9, 2018
 (TRACT 2-120.53 ACRES)

R. O. W. DEDICATION
 DOC. NO. 9553392
 O. R. W. C. T.
 (3.07 ACRES)

EXISTING R. O. W.



PROPOSED R. O. W.
 ELECTRIC UTILITY EASEMENT
 DOC. NO. 2008048277
 O. P. R. W. C. T.
 (0.5766 ACRE, 25,115 SQ. FT.)

0.8518 AC.
 37,105 SQ. FT.

PLAZO TIERRA, LLC
 DOC. NO. 2019110962
 O. P. R. W. C. T.
 AUGUST 30, 2019
 (32.169 ACRES)

F. FOY SURVEY
 ABSTRACT NO. 229

RONALD REAGAN BLVD.
 R.O.W.
 (220' R.O.W. WIDTH)
 WILLIAMSON COUNTY, TEXAS
 DOC. NO. 2010006962
 O. P. R. W. C. T.
 EXHIBIT "B"-51.41 ACRES

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 11
 CR 245 - FROM R.M. 2338
 TO RONALD REAGAN BLVD.
 WILLIAMSON COUNTY, TEXAS

DATE: SEPTEMBER 2021 SCALE: 1"=100'

PAGE 6 OF 6

MATCHLINE PG. 5 OF 6

- 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.



EXHIBIT "B"

Parcel 11

SPECIAL WARRANTY 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 **AARONSON TIERRA, LLC, a Texas limited liability 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 **CITY OF GEORGETOWN, a Texas home-rule municipality**, 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 0.8518 acre (37,105 square foot) parcel of land out of the F. Foy Survey, Abstract No. 229, in Williamson County, Texas; said parcel of land being more particularly described by metes and bounds in Exhibit "A" attached hereto and made a part hereof. (**Parcel 11**)

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

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

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

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall

be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas and/or the City of Georgetown, 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 the City of Georgetown, 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 the City of Georgetown, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through, or under Grantor, but not otherwise.

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2022.

[signature on following page]

GRANTOR:

AARONSON TIERRA, LLC,
a Texas limited liability company

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:

City of Georgetown, Texas
Attn: City Attorney
510 West 9th Street
Georgetown, Texas 78626

AFTER RECORDING RETURN TO:

Commissioners Court - Regular Session

45.

Meeting Date: 04/12/2022

Sam Bass Storage Relocation Claim

Submitted For: Charlie Crossfield

Submitted By: Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on 1 claim for moving expenses related to the right of way acquisition on Sam Bass Road--Parcel 13. Funding Source: Road Bonds P462
Unit O65-Kirkpatrick

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
---------	----------	-------------	--------

Attachments

Unit O65

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 04/07/2022

Reviewed By

Becky Pruitt

Date

04/07/2022 09:17 AM

Started On: 04/06/2022 03:28 PM

CLAIM FOR ACTUAL MOVING EXPENSES

Print or Type All Information

1. Name of Claimant(s) Robert Kirkpatrick		Parcel No: 13	County: Williamson
			Project: Corridor H/Sam Bass Rd
<input checked="" type="checkbox"/> Individual Storage Unit #065		3. Address Moved To: A [REDACTED]	
2. Address of Property Acquired by Williamson County: 4700 Sam Bass Road Round Rock, Texas 78681		5. Distance Moved: 16 Miles	
Claimant's Telephone No.: [REDACTED]		7. Mover's Name and Address: Self-Move based off approved fee schedule TRAILER / JET SKIS	
4. Occupancy of Property Acquired by Williamson County: From (Date): 1-2019 To (Date of Move): 9-30-2021			
<input type="checkbox"/> Owner/Occupant <input checked="" type="checkbox"/> 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		9. Amount of Claim:	
Place Stored (Name and Address): N/A		Moving Expenses	\$300.00
10. Temporary Lodging (attach explanation) From (Date): N/A To (Date of Move): N/A		Total Amount	\$300.00

11. All amounts shown in Block 9 were necessary and reasonable and are supported by attached receipts. Pay of this claim is requested. I certify that I have not submitted any other claim for, or received reimbursement for, an item of expense in this claim, and that I will not accept reimbursement or compensation from any other source for any item of expense paid pursuant to this claim. I further certify that all property was moved and installed at the address shown in Block 3, above, in accordance with the invoices submitted and agreed terms of the move and that all information submitted herewith or included herein is true and correct.

Robert Kirkpatrick
Signature Claimant

Date of Claim: **04-4-22**

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 \$ **300.00**
4-6-2022
Date

[Signature]
Relocation Agent

Date

Williamson County Judge

Parcel 13 Sam Bass Road			Displacee Name <u>Robert Kirkpatrick</u>
Tenant Personal Property Relocation Estimate			Unit Number <u>065</u>
Type of Property		Buehler	Comments: <div style="background-color: black; width: 150px; height: 20px; margin: 5px 0;"></div> <div style="background-color: black; width: 200px; height: 20px; margin: 5px 0;"></div>
		cost per each	
Passenger Vehicles		\$250.00	
Covered Trailers		\$250.00	
Flatbed Trailers		\$250.00	
Various Boats with Trailers		\$300.00	
Motorhome Bus		\$500.00	
Motorhome		\$400.00	
Box Truck		\$450.00	
Food Truck		\$450.00	
Travel Trailers All Sizes		\$400.00	
8' X 8' Storage Bins (contents only)		\$850.00	
Slide in Truck Camper		\$350.00	
Office Trailer		\$650.00	

CERTIFICATION OF ELIGIBILITY

Project Sam Bass Road
Parcel: 13

Tenant Name: Robert Kirkpatrick

Unit/Space #: 065

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.

Robert Kirkpatrick
Signature

Date: 03-18-22

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

Date:

Claimant

PLEASE COMPLETE, SIGN, DATE AND RETURN

Contact Notes

Project Corridor H/Sam Bass Road

Parcel 13

Unit # 065

Name Robert Kirkpatrick

Phone [REDACTED]

Email [REDACTED]

Date	Comments
08-03-2021	Relocation letter returned as undeliverable. Resent letter by email.
09-16-2021	Robert Kirkpatrick call and said that he had received my letter and has moved. I explained his relocation eligibility he has a boat and is eligible for \$300. I said I would prepare and send him the appropriate claim forms.
09-17-2021	Sent Robert Kirkpatrick all documents for signature.
11-04-2021	Move Verified
03-09-2022	Sent email to Robert asking him to send in the signed claim forms that were previously sent to him
03-22-2022	Received signed claim document back from Mr. Kirkpatrick.
04-06-2022	Prepared move claim and sent to Sheets and Crossfield for approval and payment.

Commissioners Court - Regular Session

46.

Meeting Date: 04/12/2022

Long Range Transportation- 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 Ashby Capital Investments, LLC for 155+- acres needed for future right of way on Corridor F, CR 214 extension to US 183 and Corridor I. Funding Source: Tax Anticipation Notes P588.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
---------	----------	-------------	--------

Attachments

Contract

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 04/07/2022

Reviewed By

Becky Pruitt

Date

04/07/2022 11:31 AM

Started On: 04/07/2022 08:31 AM

REAL ESTATE CONTRACT

THIS REAL ESTATE CONTRACT ("Contract") is made by ASHBY CAPITAL INVESTMENTS, L.L.C. (referred to in this Contract as "Seller") and WILLIAMSON COUNTY, TEXAS (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

Being approximately 155.228 acres, more or less, in Williamson County, Texas, as described in the sketch shown as Exhibit "A", attached hereto. The final acquisition will be based on a final survey prepared prior to closing.

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 shown 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, any improvements on the Property shall be \$2.94 per square foot, based on the final survey as described above.

Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash at the Closing.

ARTICLE III PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

This contract is conditioned upon Seller's successful acquisition of the Property prior to 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;

**ARTICLE V
CLOSING
Closing Date**

5.01. The Closing shall be held at the office of American Title Company, 1111 N. Mays Street, Round Rock, Texas on or before April 18, 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.

(2) 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 and as otherwise stated herein, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

**ARTICLE VII
BREACH BY PURCHASER**

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made then Seller shall receive the amount of \$500 as liquidated damages for any failure by Purchaser.

**ARTICLE VIII
MISCELLANEOUS**

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

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

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09. In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10. This Contract shall be effective as of the date it is approved by Williamson County, Texas which date is indicated beneath the County Judge's signature below.


Counterparts

8.11. This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

[signature page follows]

SELLER:

ASHBY CAPITAL INVESTMENTS, L.L.C.

By:  _____
Printed Name: Norm Ashby _____
Title: President _____

Address: _____

Date: Apr 7, 2022 _____

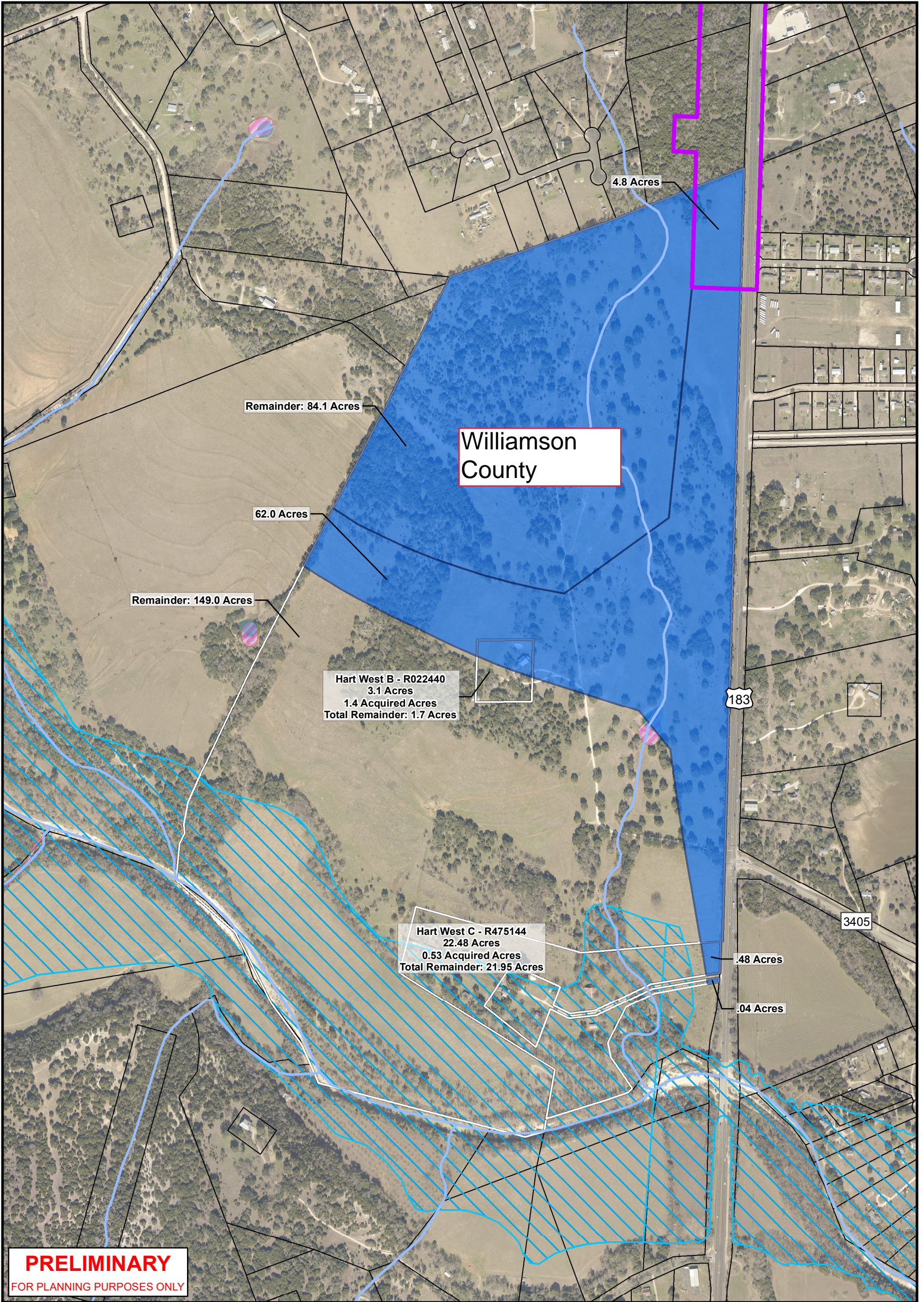
PURCHASER:

WILLIAMSON COUNTY, TEXAS

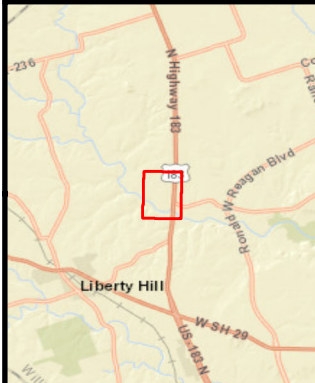
By: _____
Bill Gravell, Jr
County Judge

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

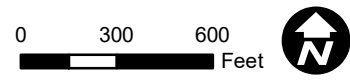
Date: _____



PRELIMINARY
FOR PLANNING PURPOSES ONLY



- Property Boundary
- Area of Proposed ROW Acquisition
- Stream/River (NHD)
- Corridor F ROW
- 100 - Year Floodplain (FEMA)
- Pond (National Hydrography Dataset)
- National Wetlands Inventory (USFWS)



ATKINS

R475144, R022441 and R022440
Don Hart

Corridor I1 Project
Williamson Co. Texas

Prepared By: Atkins/VORO5913	Scale: 1:7,200
Job No.: 100070555	Date: Apr 07, 2022
File: N:\Clients\U_Z\WilliamsonCounty\Corridor_I\geofigs\Parcels\Don_Hart_Exhibit_vr5.mxd	

Commissioners Court - Regular Session

47.

Meeting Date: 04/12/2022

CR 401 Resolution for Condemnation

Submitted For: Charlie Crossfield

Submitted By: Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a resolution determining the necessity and authorizing the use of eminent domain to condemn (2.255 acres) required for the construction of CR 401, and take appropriate action. (Taylor 47 Business, LLC a Texas limited liability company/Parcel 4). Funding Source: Road Bonds P390

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
---------	----------	-------------	--------

Attachments

Resolution

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 04/07/2022

Reviewed By

Becky Pruitt

Date

04/07/2022 09:13 AM

Started On: 04/06/2022 10:34 AM

**IN THE COMMISSIONERS' COURT
OF WILLIAMSON COUNTY, TEXAS**

RESOLUTION

WHEREAS, the Commissioners' Court of Williamson County, Texas, has found and determined that in order to promote the public safety, to facilitate the safety and movement of traffic, and to preserve the financial investment of the public in its roadways, public necessity requires acquisition of fee simple title to that certain tract of land being 2.255 acres (Parcel 4) described by metes and bounds in Exhibit "A" owned by **TAYLOR 47 BUSINESS, LLC, a Texas limited liability company** for the purpose of constructing, reconstructing, maintaining, and operating the County Road 401 roadway improvements ("Project"), excluding all the oil, gas, and sulphur which can be removed from beneath said real property, without any right whatever remaining to the owner of such oil, gas, and sulphur of ingress to or egress from the surface of said real property for the purpose of exploring, developing, or mining of the same, as a part of the improvements to the Project, at such locations as are necessary and that such constructing, reconstructing, maintaining, and operating shall extend across and upon, and will cross, run through, and be upon the hereinafter described real properties; and

WHEREAS, the Commissioners' Court of Williamson County, Texas, has, through agents employed by the said office, entered into bona fide good faith negotiations with the owners of the hereinafter described properties and has failed to agree with the owners on the compensation and damages, if any, due to said owners. Now, therefore, the Commissioners' Court of Williamson County, Texas is authorizing the use of its power of eminent domain to condemn property.

BE IT RESOLVED BY THE COMMISSIONERS' COURT OF THE COUNTY OF WILLIAMSON, that the County Attorney or his designated agent be and he is hereby authorized and directed to file or cause to be filed against the owners of any interest in, and the holders of any lien secured by, the following described tracts of land, described in Exhibit "A" attached hereto, a suit in eminent domain to acquire the property interests for the aforesaid purposes; and

It is the intent of the Commissioners' Court that this resolution authorizes the condemnation of all property interests required to complete the construction and maintenance of the Project and associated public purposes. If it is later determined that there are any errors in the descriptions contained herein or if later surveys contain more accurate revised descriptions, the County Attorney is authorized to have such errors corrected or revisions made without the necessity of obtaining a new resolution of the Commissioners' Court authorizing the condemnation of the corrected or revised Property.

BE IT FURTHER RESOLVED that the County Attorney or his designated agent be and he is hereby authorized and directed to incur such expenses and to employ such experts as he shall deem necessary to assist in the prosecution of such suit in eminent domain, including, but not limited to, appraisers, engineers, and land use planners or other required expert consultants.

Adopted this _____ day of _____, 2022.

Bill Gravell, Jr.
Williamson County Judge

EXHIBIT "A"

County: Williamson
Parcel No.: 4
Highway: C.R. 401/404
Limits: From: FM 973
To: Intersection of US 79

Page 1 of 7
March 25, 2022

PROPERTY DESCRIPTION FOR PARCEL 4

DESCRIPTION OF A 2.255 ACRE (98,226 SQ. FT.) PARCEL OF LAND LOCATED IN THE J.C. EAVES SURVEY, ABSTRACT NO. 214, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 47.634 ACRE TRACT OF LAND, DESCRIBED IN A DEED TO TAYLOR 47 BUSINESS, LLC, A TEXAS LIMITED LIABILITY, RECORDED DECEMBER 3, 2021 IN DOCUMENT NO. 2021184603, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.); SAID 2.255 ACRE (98,226 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 stamped "BAKER AICKLEN" found 732.85 feet right of County Road (C.R. 401) Engineer's Centerline Station (E.C.S.) 166+40.75, for an interior ell corner of said 47.634 acre tract, same being the northeast corner of a called 1.50 acre tract of land, described in a deed to Immanuel Lutheran Church, recorded in Document No. 2014088879, O.P.R.W.C.TX.;

THENCE N 83°06'10" W, with the common line of said 1.50 acre tract and said 47.634 acre tract, a distance of 669.31 feet to a 1/2-inch iron rod with a plastic cap stamped "BAKER AICKLEN" found on the existing east right-of-way line of C.R. 401, a variable width right-of-way, no record information found, for the northwest corner of said 1.50 acre tract, same being the most westerly southwest corner of said 47.634 acre tract;

THENCE N 06°51'51" E, departing the common line of said 1.50 acre tract and said 47.634 acre tract, with the existing east right-of-way line of said C.R. 401, a distance of 108.35 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set (Surface Coordinates: N=10,178,086.48, E=3,203,558.33) set 61.09 feet right of C.R. 401 E.C.S 167+51.84 on the proposed east right-of-way line of C.R. 401, for the south corner and the **POINT OF BEGINNING** of the parcel described herein;

1) **THENCE** N 06°51'51" E, departing the proposed east right-of-way line of said C.R. 401, continuing with the existing east right-of-way line of said C.R. 401, a distance of 1,385.74 feet to a 2-inch metal fence post found 18.34 feet left of C.R. 401 E.C.S 181+38.78 on the south right-of-way line of the Union Pacific Railroad, a 200 foot wide right-of-way, as depicted on a right-of-way and track map dated June 30, 1917, same being the south right-of-way line of C.R. 403, no record information found, for the northwest corner of said 47.634 acre tract and the parcel described herein, said point being the beginning of a curve to the left;

2) **THENCE** departing the existing east right-of-way line of said C.R. 401, with the said south right-of-way line of the Union Pacific Railroad and said curve to the left, an arc distance of 94.84 feet, through a central angle 01°49'58", having a radius of 2,964.79 feet, and a chord that bears N 73°14'16" E, a distance of 94.84 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 68.00 feet right of C.R. 401 E.C.S 181+78.03 on the proposed east right-of-way line of said C.R. 401, for the northeast corner of the parcel described herein, from which a 3/4-inch iron pipe found, for the northeast corner of said 47.634 acre tract bears with said curve to the left, an arc distance of 560.49 feet, through a central angle 10°49'54", having a radius of 2,964.79 feet, and a chord bearing N 66°54'19" E, a distance of 559.65 feet;

EXHIBIT "A"

County: Williamson
Parcel No.: 4
Highway: C.R. 401/404
Limits: From: FM 973
To: Intersection of US 79

Page 2 of 7
March 25, 2022

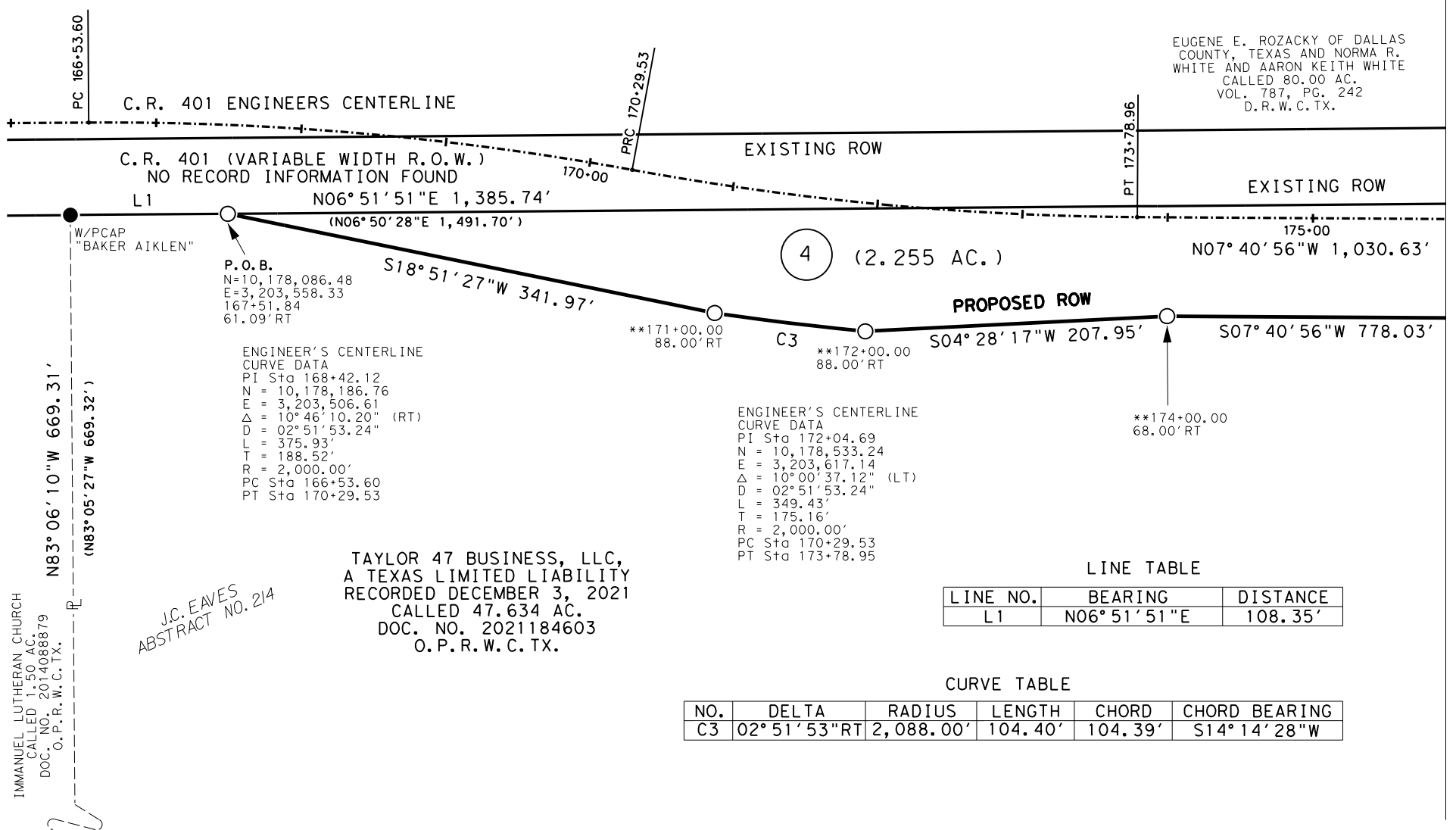
THENCE departing said south right-of-way line of the Union Pacific Railroad, with the proposed east right-of-way line of said C.R. 401, over and across said 47.634 acre tract, following four (4) courses and distances numbered 3-6:

- 3) S 07°40'56" W, a distance of 778.03 feet to a **5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 68.00 feet right of C.R. 401 E.C.S 174+00.00,
- 4) S 04°28'17" W, a distance of 207.95 feet to a **5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 88.00 feet right of C.R. 401 E.C.S 172+00.00, said point being the beginning of a curve to the right,
- 5) With said curve to the right, an arc distance of 104.40 feet, through a central angle 02°51'53", having a radius of 2,088.00 feet, and a chord that bears S 14°14'28" W, a distance of 104.39 feet to a **5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 88.00 feet right of C.R. 401 E.C.S 171+00.00, and

THIS SPACE INTENTIONALLY LEFT BLANK

EXHIBIT "A"

EUGENE E. ROZACKY OF DALLAS COUNTY, TEXAS AND NORMA R. WHITE AND AARON KEITH WHITE CALLED 80.00 AC. VOL. 787, PG. 242 D.R.W.C.TX.



P.O.B.
N=10,178,086.48
E=3,203,558.33
167+51.84
61.09' RT

ENGINEER'S CENTERLINE
CURVE DATA
PI Sta 168+42.12
N = 10,178,186.76
E = 3,203,506.61
Δ = 10° 46' 10.20" (RT)
D = 02° 51' 53.24"
L = 375.93'
T = 188.52'
R = 2,000.00'
PC Sta 166+53.60
PT Sta 170+29.53

ENGINEER'S CENTERLINE
CURVE DATA
PI Sta 172+04.69
N = 10,178,533.24
E = 3,203,617.14
Δ = 10° 00' 37.12" (LT)
D = 02° 51' 53.24"
L = 349.43'
T = 175.16'
R = 2,000.00'
PC Sta 170+29.53
PT Sta 173+78.95

TAYLOR 47 BUSINESS, LLC,
A TEXAS LIMITED LIABILITY
CORPORATION
RECORDED DECEMBER 3, 2021
CALLED 47.634 AC.
DOC. NO. 2021184603
O.P.R.W.C.TX.

J.C. EAVES
ABSTRACT NO. 214

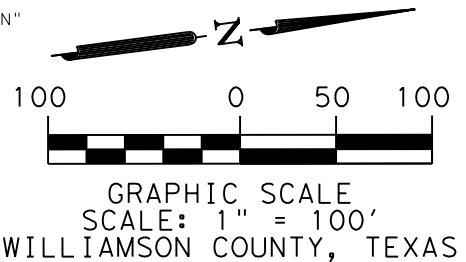
IMMANUEL LUTHERAN CHURCH
CALLED 1.50 AC.
DOC. NO. 2014088879
O.P.R.W.C.TX.

LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	N06° 51' 51" E	108.35'

CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C3	02° 51' 53" RT	2,088.00'	104.40'	104.39'	S14° 14' 28" W



P.O.C.
1/2" W/PCAP
"BAKER AICKLEN"
166+40.75
732.85' RT

MATCH SHEET 5 OF 7

FILE: \\saminc\AUS\PROJECTS\1020058261B\100\Survey\03Exhibits\4\PLAT\01\P-4_1.dgn

EXISTING	47.634 AC.	ACQUIRE	2.255 AC.	REMAINING	45.379 AC. RIGHT
----------	------------	---------	-----------	-----------	------------------



4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
TAYLOR 47 BUSINESS, LLC,
A TEXAS LIMITED LIABILITY
CORPORATION
PARCEL 4
2.255 AC. (98,226 SQ. FT.)

EXHIBIT "A"

EUGENE E. ROZACKY OF DALLAS COUNTY, TEXAS AND NORMA R. WHITE AND AARON KEITH WHITE CALLED 80.00 AC. VOL. 787, PG. 242 D. R. W. C. TX.

ENGINEER'S CENTERLINE CURVE DATA
 PI Sta 187+43.03
 N = 12,345,678.90
 E = 123,456.78
 Δ = 34° 01' 09.37" (RT)
 D = 05° 15' 23.38"
 L = 647.19'
 T = 333.45'
 R = 1,090.00'
 PC Sta 184+09.59
 PT Sta 190+56.77

EXISTING ROW C.R. 401 (VARIABLE WIDTH R.O.W.)
 NO RECORD INFORMATION FOUND

EXISTING ROW N06° 51' 51" E 1,385.74'
 (N06° 50' 28" E 1,491.70')

C.R. 401 ENGINEERS CENTERLINE N07° 40' 56" E 1,030.63' 180+00

PROPOSED ROW 4 (2.255 AC.)

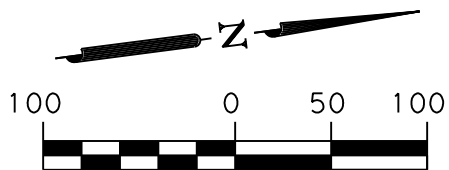
S07° 40' 56" W 778.03'

TAYLOR 47 BUSINESS, LLC,
 A TEXAS LIMITED LIABILITY
 RECORDED DECEMBER 3, 2021
 CALLED 47.634 AC.
 DOC. NO. 2021184603
 O. P. R. W. C. TX.

CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	01° 49' 58" LT	2,964.79'	94.84'	94.84'	N73° 14' 16" E
(C1)	(LT)	(2,924.55')	(656.76')	(655.38')	(N67° 47' 29" E)
C2	10° 49' 54" LT	2,964.79'	560.49'	559.65'	N66° 54' 19" E

J.C. EAVES
 ABSTRACT NO. 214



GRAPHIC SCALE
 SCALE: 1" = 100'
 WILLIAMSON COUNTY, TEXAS

UNION PACIFIC RAILROAD
 (200' WIDE R.O.W.) AND
 TRACK MAP DATED JUNE 30, 1917
 DEGREE OF CURVATURE=2° 00'
 (DELTA=37° 12')

MATCH SHEET 4 OF 7

FILE: \\saminc\AUS\PROJECTS\1020058261B\100\Survey\03Exhibits\4\PLAT\01\P-4_2.dgn

EXISTING	47.634 AC.	ACQUIRE	2.255 AC.	REMAINING	45.379 AC. RIGHT
----------	------------	---------	-----------	-----------	------------------



4801 Southwest Parkway
 Building Two, Suite 100
 Austin, Texas 78735
 (512) 447-0575
 Fax: (512) 326-3029
 Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
 SHOWING PROPERTY OF
 TAYLOR 47 BUSINESS, LLC,
 A TEXAS LIMITED LIABILITY
 PARCEL 4
 2.255 AC. (98,226 SQ. FT.)

EXHIBIT "A"

SCHEDULE B:

THIS SURVEY HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. 21061677, ISSUED BY TEXAS TITLE INSURANCE COMPANY, EFFECTIVE DATE JANUARY 28, 2022, AND ISSUED DATE FEBRUARY 8, 2022.

10. THE FOLLOWING MATTERS AND ALL TERMS OF THE DOCUMENTS CREATING OR OFFERING EVIDENCE OF THE MATTERS (WE MUST INSERT MATTERS OR DELETE THIS EXCEPTION.):

A. RIGHT OF WAY EASEMENT DATED JUNE 18, 1936, EXECUTED BY MISS IDA H. F. SCHULTZ TO TEXAS POWER & LIGHT COMPANY, RECORDED IN VOLUME 282, PAGE 61, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (UNABLE TO DETERMINE LOCATION, MAY AFFECT)

B. EASEMENT DATED DECEMBER 13, 1955, EXECUTED BY MARVIN G. ROZNOVAK AND ARTIE B. ROZNOVAK TO TEXAS POWER & LIGHT COMPANY, RECORDED IN VOLUME 410, PAGE 41, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (UNABLE TO DETERMINE LOCATION, MAY AFFECT)

C. EASEMENT DATED OCTOBER 24, 1972, EXECUTED BY MARVIN G. ROZNOVAK AND ARTIE B. ROZNOVAK TO TEXAS POWER & LIGHT COMPANY AND THE SOUTHWESTERN BELL TELEPHONE COMPANY, RECORDED IN VOLUME 570, PAGE 76, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (UNABLE TO DETERMINE LOCATION, MAY AFFECT)

D. RIGHT OF WAY EASEMENT DATED AUGUST 23, 1974, EXECUTED BY MARVIN G. ROZNOVAK AND ARTIE B. ROZNOVAK TO JONAH WATER SUPPLY CORP., RECORDED IN VOLUME 597, PAGE 979, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)

E. A 30' RIGHT OF WAY EASEMENT CONVEYED TO DONALD W. KUNZE AND NANCY L. KUNZE BY W. A. KUNZE AND ANNIE MAE KUNZE IN WARRANTY DEED DATED OCTOBER 25, 1983, RECORDED IN VOLUME 948, PAGE 561, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (DOES NOT AFFECT)

F. RIGHT OF WAY EASEMENT DATED OCTOBER 18, 1994, EXECUTED BY FRED GOLA AND ANGELEE GOLA TO JONAH WATER SPECIAL UTILITY DIST., RECORDED UNDER DOCUMENT NO. 9458612, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)

G. PUBLIC UTILITY AND ACCESS EASEMENT DATED FEBRUARY 3, 2006, EXECUTED BY FREDDY GOLA TO JONAH WATER SPECIAL UTILITY DISTRICT, RECORDED UNDER DOCUMENT NO. 2006009994, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)

H. THE RIGHTS OF LOWER BRUSHY CREEK WATER CONTROL AND IMPROVEMENT DISTRICT LEVY TAXES AND ISSUE BONDS.


I. ALL LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF COAL, LIGNITE, OIL, GAS OR OTHER MINERALS, TOGETHER WITH ALL RIGHTS, PRIVILEGES, AND IMMUNITIES RELATING THERETO, APPEARING IN THE PUBLIC RECORDS WHETHER LISTED IN SCHEDULE B OR NOT, THERE MAY BE LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF MINERALS THAT ARE NOT LISTED.

I. ALL VISIBLE AND APPARENT EASEMENTS AND ALL UNDERGROUND EASEMENTS, THE EXISTENCE OF WHICH MAY ARISE BY UNRECORDED GRANT OR BY USE. (OWNER'S TITLE POLICY ONLY)

K. RIGHTS OF PARTIES IN POSSESSION. (OWNER'S TITLE POLICY ONLY)

I. "ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE SURVEY OF THE LAND." (NOTE: UPON RECEIPT OF A SURVEY ACCEPTABLE TO COMPANY, THIS EXCEPTION WILL BE DELETED. COMPANY RESERVES THE RIGHT TO ADD ADDITIONAL EXCEPTIONS PER ITS EXAMINATION OF SAID SURVEY)

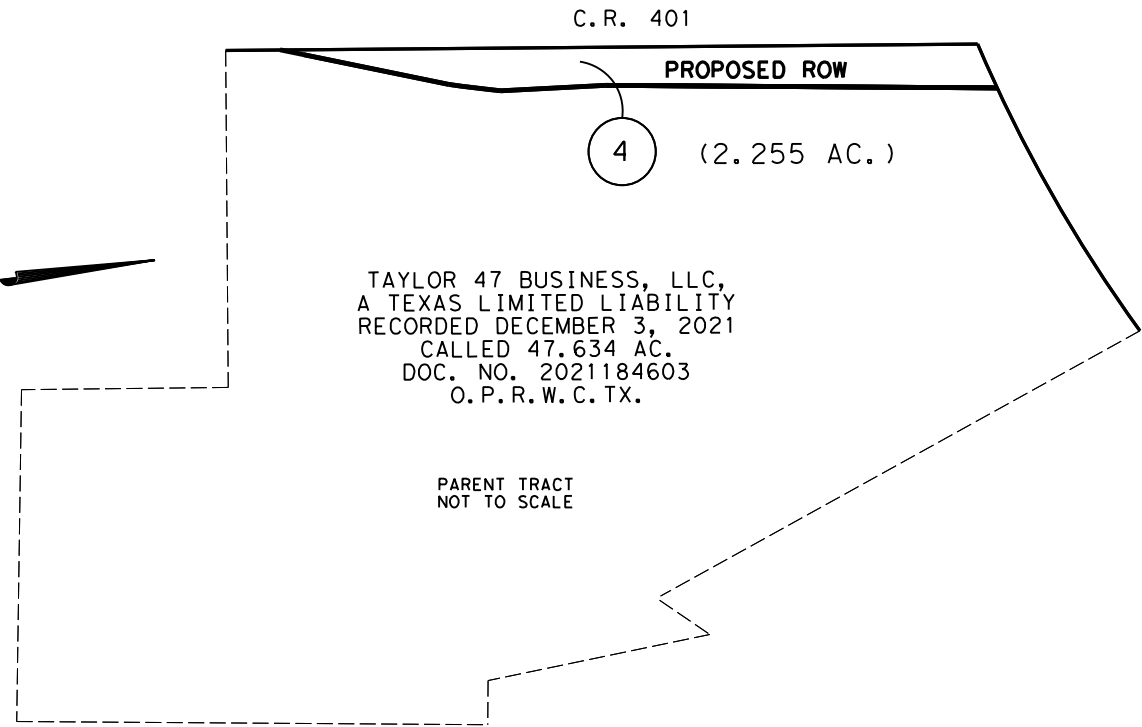
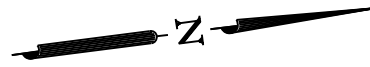
FILE: \\saminc\AUS\PROJECTS\1020058261B\100\Survey\03Exhibits\4\PLAT\01\P-4_2.dgn

EXISTING	47.634 AC.	ACQUIRE	2.255 AC.	REMAINING	45.379 AC.	RIGHT
			4801 Southwest Parkway Building Two, Suite 100 Austin, Texas 78735 (512) 447-0575 Fax: (512) 326-3029 Texas Firm Registration No. 10064300		RIGHT-OF-WAY SKETCH SHOWING PROPERTY OF TAYLOR 47 BUSINESS, LLC, A TEXAS LIMITED LIABILITY PARCEL 4 2.255 AC. (98,226 SQ. FT.)	

LEGEND

EXHIBIT "A"

- 5/8" IRON ROD SET WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY"
- 1/2" IRON ROD FOUND UNLESS NOTED
- ⬡ FENCE POST (TYPE NOTED)
- TYPE I CONCRETE MONUMENT FOUND
- ◻ TXDOT TYPE II BRONZE DISK IN CONCRETE FOUND
- ⊙ 1/2" IRON PIPE FOUND UNLESS NOTED
- ▲ 80D NAIL FOUND
- ⊕ MAGNAIL FOUND
- ⊗ SPINDLE FOUND
- ✕ RAILROAD TIE
- △ CALCULATED POINT
- ℙ PROPERTY LINE
- () RECORD INFORMATION
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCING
- P.O.R. POINT OF REFERENCE
- N.T.S. NOT TO SCALE
- D.R.W.C.TX. DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
- O.R.W.C.TX. OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
- O.P.R.W.C.TX. OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
- DISTANCE NOT TO SCALE
- - - DEED LINE (COMMON OWNERSHIP)



NOTES:

1. ALL BEARINGS SHOWN ARE BASED ON NAD83/2011/NAVD88 TEXAS COORDINATE SYSTEM, CENTRAL ZONE. ALL DISTANCES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A SURFACE ADJUSTMENT FACTOR OF 1.00012352. ALL COORDINATES SHOWN ARE IN SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY THE SAME FACTOR. PROJECT UNITS ARE IN U.S. SURVEY FEET.
 2. THIS SURVEY WAS COMPLETED WITH THE BENEFIT OF TITLE REPORT, PROVIDED BY TEXAS TITLE INSURANCE COMPANY, GF NO. 21061677, EFFECTIVE DATE JANUARY 28, 2022, AND ISSUED DATE FEBRUARY 8, 2022. THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOT SHOWN.
 3. C.R. 401 ENGINEER'S CENTERLINE ALIGNMENT DERIVED FROM HNTB. SCHEMATIC RECEIVED BY SAM, LLC. IN MAY, 2021.
 4. THIS PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.
- * AREA CALCULATED BY SAM, LLC.
- **UNABLE TO SET AT TIME OF SURVEY, 5/8" IRON ROD WITH AN ALUMINUM CAP STAMPED "WILLIAMSON COUNTY" MAY BE SET UPON COMPLETION OF THE ROAD CONSTRUCTION PROJECT UNDER THE SUPERVISION OF A REGISTERED PROFESSIONAL LAND SURVEYOR.



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

PAGE 7 OF 7
REF. FIELD NOTE NO. 48889

FILE: \\saminc\AUS\PROJECTS\1020058261B\100\Survey\03Exhibits\4\PLAT\01\P-4_2.dgn

EXISTING	47.634 AC.	ACQUIRE	2.255 AC.	REMAINING	45.379 AC. RIGHT
----------	------------	---------	-----------	-----------	------------------

Scott C. Brashear

03/24/2022

DATE

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



4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
TAYLOR 47 BUSINESS, LLC,
A TEXAS LIMITED LIABILITY
PARCEL 4
2.255 AC. (98,226 SQ. FT.)

Commissioners Court - Regular Session

48.

Meeting Date: 04/12/2022

CR 401 Resolution for Condemnation

Submitted For: Charlie Crossfield

Submitted By: Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a resolution determining the necessity and authorizing the use of eminent domain to condemn (2.787 acres) required for the construction of CR 401, and take appropriate action. (C. Ernest Lawrence Family Limited Partnership) Funding Source: Road Bonds P390

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
---------	----------	-------------	--------

Attachments

Resolution

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 04/07/2022

Reviewed By

Becky Pruitt

Date

04/07/2022 09:13 AM

Started On: 04/06/2022 10:37 AM

**IN THE COMMISSIONERS' COURT
OF WILLIAMSON COUNTY, TEXAS**

RESOLUTION

WHEREAS, the Commissioners' Court of Williamson County, Texas, has found and determined that in order to promote the public safety, to facilitate the safety and movement of traffic, and to preserve the financial investment of the public in its roadways, public necessity requires acquisition of fee simple title to that certain tract of land being 2.787 acres (Parcel 6) described by metes and bounds in Exhibit "A" owned by **C. ERNEST LAWRENCE FAMILY LIMITED PARTNERSHIP** for the purpose of constructing, reconstructing, maintaining, and operating the County Road 401 roadway improvements ("Project"), excluding all the oil, gas, and sulphur which can be removed from beneath said real property, without any right whatever remaining to the owner of such oil, gas, and sulphur of ingress to or egress from the surface of said real property for the purpose of exploring, developing, or mining of the same, as a part of the improvements to the Project, at such locations as are necessary and that such constructing, reconstructing, maintaining, and operating shall extend across and upon, and will cross, run through, and be upon the hereinafter described real properties; and

WHEREAS, the Commissioners' Court of Williamson County, Texas, has, through agents employed by the said office, entered into bona fide good faith negotiations with the owners of the hereinafter described properties and has failed to agree with the owners on the compensation and damages, if any, due to said owners. Now, therefore, the Commissioners' Court of Williamson County, Texas is authorizing the use of its power of eminent domain to condemn property.

BE IT RESOLVED BY THE COMMISSIONERS' COURT OF THE COUNTY OF WILLIAMSON, that the County Attorney or his designated agent be and he is hereby authorized and directed to file or cause to be filed against the owners of any interest in, and the holders of any lien secured by, the following described tracts of land, described in Exhibit "A" attached hereto, a suit in eminent domain to acquire the property interests for the aforesaid purposes; and

It is the intent of the Commissioners' Court that this resolution authorizes the condemnation of all property interests required to complete the construction and maintenance of the Project and associated public purposes. If it is later determined that there are any errors in the descriptions contained herein or if later surveys contain more accurate revised descriptions, the County Attorney is authorized to have such errors corrected or revisions made without the necessity of obtaining a new resolution of the Commissioners' Court authorizing the condemnation of the corrected or revised Property.

BE IT FURTHER RESOLVED that the County Attorney or his designated agent be and he is hereby authorized and directed to incur such expenses and to employ such experts as he shall deem necessary to assist in the prosecution of such suit in eminent domain, including, but not limited to, appraisers, engineers, and land use planners or other required expert consultants.

Adopted this _____ day of _____, 2022.

Bill Gravell, Jr.
Williamson County Judge

EXHIBIT "A"

County: Williamson
Parcel No.: 6
Highway: C.R. 401/404
Limits: From: FM 973
To: Intersection of US 79

Page 1 of 7
March 25, 2022

PROPERTY DESCRIPTION FOR PARCEL 6

DESCRIPTION OF A 2.787 ACRE (121,416 SQ. FT.) PARCEL OF LAND LOCATED IN THE B.J. TYLER SURVEY, SURVEY NO. 8, ABSTRACT NO. 631, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 79.74 ACRE TRACT OF LAND, DESCRIBED IN A DEED TO ERNEST LAWRENCE, RECORDED OCTOBER 23, 1997 IN DOCUMENT NO. 1997051006, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.), AND A PORTION OF A CALLED 305.22 ACRE TRACT OF LAND, DESCRIBED IN A DEED TO C. ERNEST LAWRENCE, RECORDED JULY 15, 1996 IN DOCUMENT NO. 1996036574, O.P.R.W.C.TX.; SAID 2.787 ACRE (121,416 SQ. FT.) PARCEL, AS SHOWN ON A PLAT PREPARED BY SAM, LLC, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 4" steel fence post found 1,363.85 feet left of County Road 401 (C.R. 401) Engineer's Centerline Station (E.C.S.) 130+33.91 on the south line of the remainder of a called 51.4 acre tract of land, described in a deed to Ed Hehman, recorded in Volume 366, Page 282, Deed Records of Williamson County, Texas (D.R.W.C.TX.), for the northwest corner of a called 95.260 acre tract of land, described in a deed to Brandon Roznovak and wife, Abby Roznovak, recorded in Document No. 2014074516, O.P.R.W.C.TX., from which a 5/8-inch iron rod with a plastic cap found, for the southwest corner of said 95.260 acre tract bears S 07°39'14" W, a distance of 3,022.83 feet;

1

THENCE S 82°30'54" E, with the common line of said 95.260 acre tract and said remainder of a called 51.4 acre tract, a distance of 1,382.27 feet to a 4" wood fence post found on the existing west right-of-way line of C.R. 401, a variable width right-of-way, no record information found, for the northeast corner of said 95.260 acre tract, same being the southeast corner of said remainder of a called 51.4 acre tract;

THENCE N 06°43'09" E, departing the common line of said 95.260 acre tract and said remainder of a called 51.4 acre tract, with the existing west right-of-way line of said C.R. 401, a distance of 980.42 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" (Surface Coordinates: N=10,176,870.11, E=3,203,359.17) set 14.38 feet right of C.R. 401 E.C.S 155+17.38 on the proposed west right-of-way line of C.R. 401, for the northeast corner of called 40.00 acre tract, described in a deed to Harvey Bill Hehman, recorded in Volume 669, Page 935, D.R.W.C.TX., same being the southeast corner of said 79.74 acre tract and the **POINT OF BEGINNING** of the parcel described herein;

1) **THENCE** N 83°16'41" W, departing the existing west right-of-way line of said C.R. 401, with the proposed west right-of-way line of C.R. 401, same being the common line of said 40.00 acre tract and said 79.74 acre tract, a distance of 76.77 feet to a **5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 68.00 feet left of C.R. 401 E.C.S 140+08.65, for the southwest corner of the parcel described herein;

2) **THENCE** N 07°16'57" E, departing the common line of said 40.00 acre tract and said 79.74 acre tract, with the proposed west right-of-way line of said C.R. 401, over and across said 79.74 acre tract and said 305.22 acre tract, a distance of 1,526.48 feet to a **5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 68.00 feet left of C.R. 401 E.C.S 155+35.13 on the common line of said 305.22 acre tract and of a remainder of a called 80.00 acre tract of land, described in a deed to Eugene E. Rozacky of Dallas County, Texas and Norma R. White and Aaron Keith White, recorded in Volume 787, Page 242, D.R.W.C.TX., for the northwest corner of the parcel described herein;

EXHIBIT "A"

P.O.R. 5/8" W/PCAP
 S07° 39' 14" W 3,022.83'
 (N07° 39' 24" E 3,022.99')
 P.O.C. 4" STEEL
 130+33.91
 1363.85' LT

HY. & B.R.R. CO
 SURVEY NO. 8, ABSTRACT NO. 632

B.J. TYLER
 SURVEY NO. 8, ABSTRACT NO. 631

BRANDON ROZNOVAK AND
 WIFE, ABBY ROZNOVAK
 CALLED 95.260 AC.
 DOC. NO. 2014074516
 O.P.R. W. C. TX.

ED HEHMAN
 REMAINDER OF A
 CALLED 51.4 AC.
 VOL. 366, PG. 282
 D. R. W. C. TX.

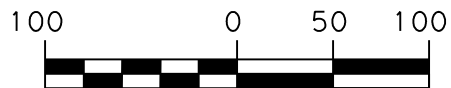
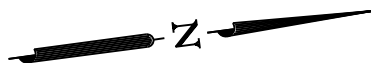
ENGINEER'S CENTERLINE
 CURVE DATA
 PI Sta 128+62.03
 N = 10,174,238.01
 E = 3,203,008.31
 Δ = 00° 40' 35" (RT)
 D = 00° 00' 00"
 L = 118.04'
 T = 59.02'
 R = 10,000.00'
 PC Sta 128+03.01
 PT Sta 129+21.06

APPROXIMATE LOCATION
 OF SURVEY LINE

(S82° 30' 37" E 1,382.27')
 S82° 30' 54" E 1,382.27'

N07° 57' 32" E 2,803.01' PC 128+03.01
 PT 129+21.06
 130+00
 N07° 16' 57" E 2,874.92'
 C.R. 401 ENGINEER'S CENTERLINE 135+00

4" WOOD EXISTING ROW
 N06° 43' 09" E 980.42'
 (N10° E 352.8 VARAS)
 C.R. 401
 (VARIABLE WIDTH R.O.W.)
 (NO RECORD INFORMATION)



GRAPHIC SCALE
 SCALE: 1" = 100'
 WILLIAMSON COUNTY, TEXAS

MATCH SHEET 4 OUT OF 7

PAGE 3 OF 7
 REF. FIELD NOTE NO. 48880

FILE: \\saminc\AUS\PROJECTS\1020058261B\100\Survey\03Exhibits\6\PLAT\01\P-6_1.dgn

EXISTING	384.96 AC.	ACQUIRE	2.787 AC.	REMAINING	382.173 AC. LEFT
----------	------------	---------	-----------	-----------	------------------



4801 Southwest Parkway
 Building Two, Suite 100
 Austin, Texas 78735
 (512) 447-0575
 Fax: (512) 326-3029
 Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
 SHOWING PROPERTY OF
 ERNEST LAWRENCE
 PARCEL 6
 2.787 AC. (121,416 SQ. FT.)

EXHIBIT "A"

LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	N83° 16' 41" W	76.77'
(L1)	(N80° 15' W)	(819.18 VARAS)

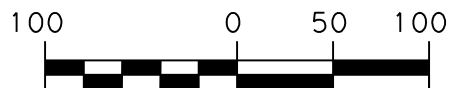
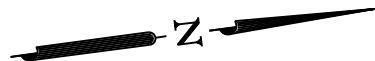
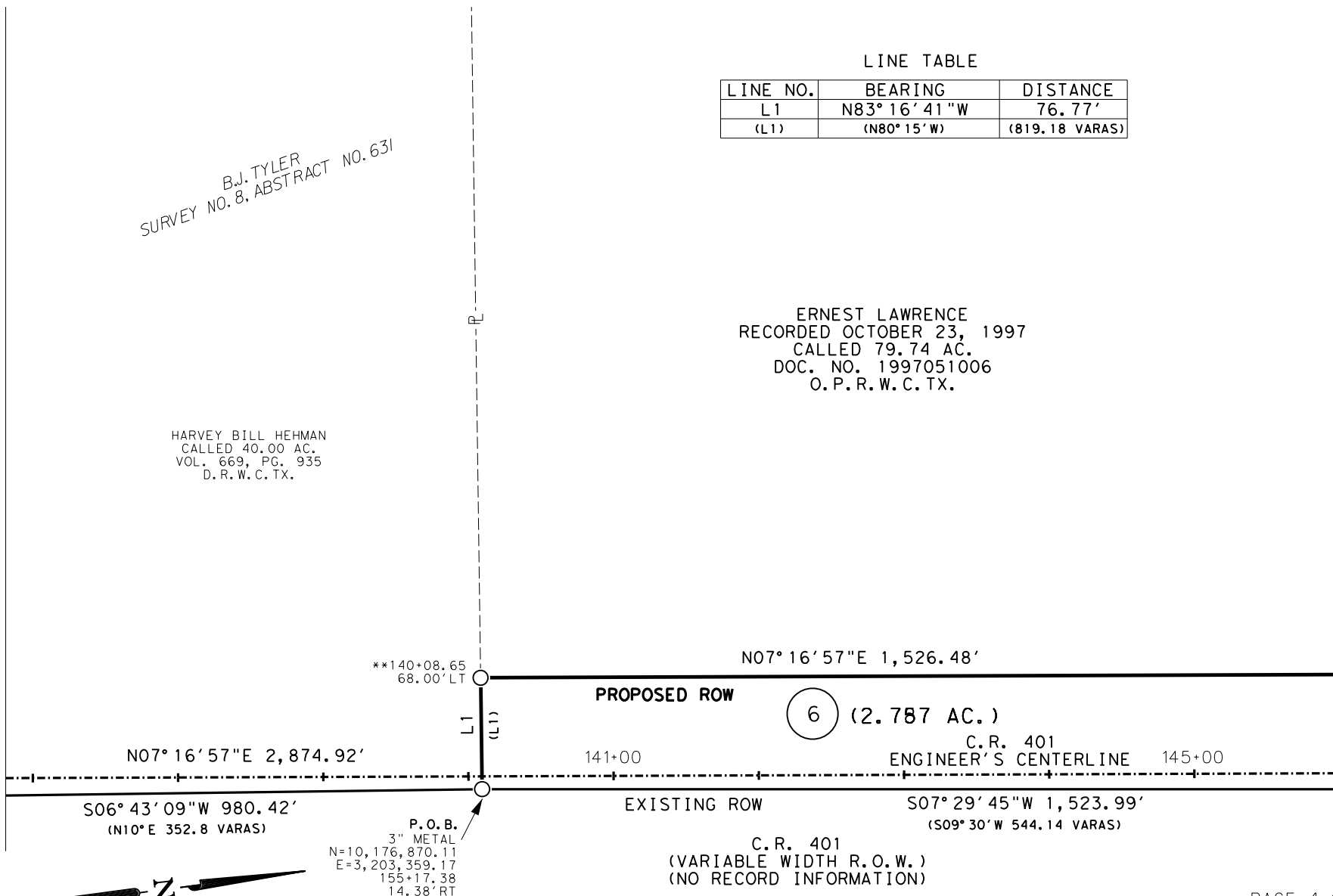
B.J. TYLER
SURVEY NO. 8, ABSTRACT NO. 631

HARVEY BILL HEHMAN
CALLED 40.00 AC.
VOL. 669, PG. 935
D. R. W. C. TX.

ERNEST LAWRENCE
RECORDED OCTOBER 23, 1997
CALLED 79.74 AC.
DOC. NO. 1997051006
O. P. R. W. C. TX.

MATCH SHEET 3 OUT OF 7

MATCH SHEET 5 OUT OF 7



GRAPHIC SCALE
SCALE: 1" = 100'
WILLIAMSON COUNTY, TEXAS

FILE: \\saminc\AUS\PROJECTS\1020058261B\100\Survey\03Exhibits\6\PLAT\01\P-6_2.dgn
PAGE 4 OF 7
REF. FIELD NOTE NO. 48880

EXISTING	384.96 AC.	ACQUIRE	2.787 AC.	REMAINING	382.173 AC. LEFT
----------	------------	---------	-----------	-----------	------------------



4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
ERNEST LAWRENCE
PARCEL 6
2.787 AC. (121,416 SQ. FT.)

EXHIBIT "A"

MATCH SHEET 4 OUT OF 7

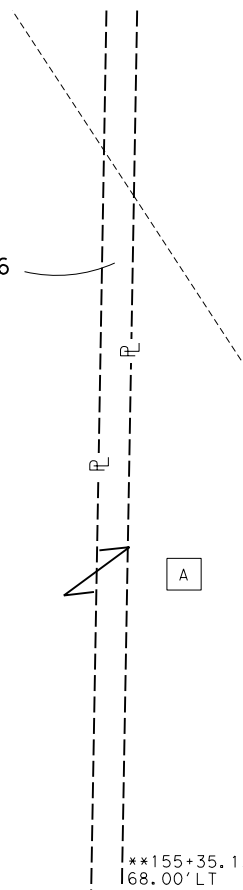
LINE TABLE

LINE NO.	BEARING	DISTANCE
L2	S81° 30' 15" E	82.46'
(L2)	(S79° 10' W)	(1344.8')

C. ERNEST LAWRENCE
 RECORDED JULY 15, 1996
 CALLED 305.22 AC.
 DOC. NO. 1996036574
 O. P. R. W. C. TX.

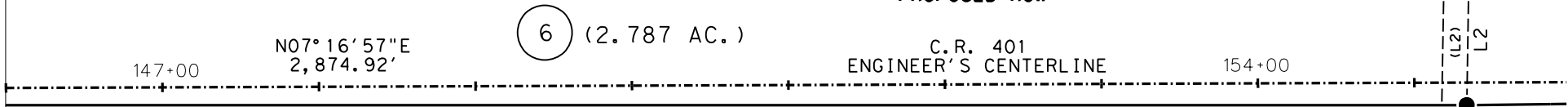
ERNEST LAWRENCE
 RECORDED OCTOBER 23, 1997
 CALLED 79.74 AC.
 DOC. NO. 1997051006
 O. P. R. W. C. TX.

B.J. TYLER
 SURVEY NO. 8, ABSTRACT NO. 631



N07° 16' 57" E 1,526.48'

PROPOSED ROW



N07° 16' 57" E
 2,874.92'

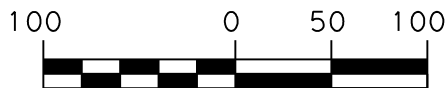
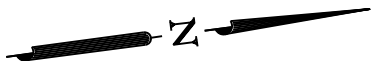
6 (2.787 AC.)

C.R. 401
 ENGINEER'S CENTERLINE

EXISTING ROW

S07° 29' 45" W 1,523.99'
 (S09° 30' W 544.14 VARAS)

C. R. 401
 (VARIABLE WIDTH R. O. W.)
 (NO RECORD INFORMATION)



GRAPHIC SCALE
 SCALE: 1" = 100'
 WILLIAMSON COUNTY, TEXAS

PAGE 5 OF 7
 REF. FIELD NOTE NO. 48880

FILE: \\saminc\AUS\PROJECTS\1020058261B\100\Survey\03Exhibits\6\PLAT\01\P-6_3.dgn

EXISTING	384.96 AC.	ACQUIRE	2.787 AC.	REMAINING	382.173 AC. LEFT
----------	------------	---------	-----------	-----------	------------------



4801 Southwest Parkway
 Building Two, Suite 100
 Austin, Texas 78735
 (512) 447-0575
 Fax: (512) 326-3029
 Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
 SHOWING PROPERTY OF
 ERNEST LAWRENCE
 PARCEL 6
 2.787 AC. (121,416 SQ. FT.)

EXHIBIT "A"

SCHEDULE B:

THIS SURVEY HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. 21061700, ISSUED BY TEXAS TITLE INSURANCE COMPANY, EFFECTIVE DATE FEBRUARY 02, 2022, AND ISSUED DATE FEBRUARY 11, 2022.

10. THE FOLLOWING MATTERS AND ALL TERMS OF THE DOCUMENTS CREATING OR OFFERING EVIDENCE OF THE MATTERS (WE MUST INSERT MATTERS OR DELETE THIS EXCEPTION.):

A. EASEMENT DATED JUNE 21, 1939, EXECUTED BY HENRY FRITZ TO TEXAS POWER & LIGHT COMPANY, RECORDED IN VOLUME 298, PAGE 145, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (DOES NOT AFFECT)

B. EASEMENT DATED JUNE 21, 1939, EXECUTED BY ANNA FRITZ TO TEXAS POWER & LIGHT COMPANY, RECORDED IN VOLUME 298, PAGE 148, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (PLOTTED PER DESCRIPTION, NO VISIBLE EVIDENCE OF UTILITIES, DOES NOT AFFECT)

C. RIGHT OF WAY EASEMENT DATED AUGUST 17, 1980, EXECUTED BY ERIC V. ANDERSON AND FRIEDA ANDERSON TO JONAH WATER SUPPLY, RECORDED IN VOLUME 806, PAGE 119, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)

D. TERMS, PROVISIONS AND CONDITIONS OF MEMORANDUM RIGHT OF ENTRY, POSSESSION AND USE AGREEMENT DATED DECEMBER 30, 2019, EXECUTED BY AND BETWEEN C. ERNEST LAWRENCE FAMILY LIMITED PARTNERSHIP, AS GRANTOR AND M2E3, LLC, AS GRANTEE, RECORDED UNDER DOCUMENT NO. 2020027576, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (DOES NOT AFFECT)

E. INTENTIONALLY DELETED.

F. ALL LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF COAL, LIGNITE, OIL, GAS OR OTHER MINERALS, TOGETHER WITH ALL RIGHTS, PRIVILEGES, AND IMMUNITIES RELATING THERETO, APPEARING IN THE PUBLIC RECORDS WHETHER LISTED IN SCHEDULE B OR NOT. THERE MAY BE LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF MINERALS THAT ARE NOT LISTED.

G. ALL VISIBLE AND APPARENT EASEMENTS AND ALL UNDERGROUND EASEMENTS, THE EXISTENCE OF WHICH MAY ARISE BY UNRECORDED GRANT OR BY USE. (OWNER'S TITLE POLICY ONLY)

H. RIGHTS OF PARTIES IN POSSESSION. (OWNER'S TITLE POLICY ONLY)

I. "ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE SURVEY OF THE LAND." (NOTE: UPON RECEIPT OF A SURVEY ACCEPTABLE TO COMPANY, THIS EXCEPTION WILL BE DELETED. COMPANY RESERVES THE RIGHT TO ADD ADDITIONAL EXCEPTIONS PER ITS EXAMINATION OF SAID SURVEY)

J. MEMORANDUM OF PERMANENT EASEMENT AGREEMENT DATED NOVEMBER 9, 2021, EXECUTED BY AND BETWEEN THE C. ERNEST LAWRENCE FAMILY LIMITED PARTNERSHIP, AS GRANTOR AND M2E3 LLC, A TEXAS LIMITED LIABILITY COMPANY, AS GRANTEE, RECORDED UNDER DOCUMENT NO. 2021178611, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (DOES NOT AFFECT)

FILE: \\saminc\AUS\PROJECTS\1020058261B\100\Survey\03Exhibits\6\PLAT\01\P-6_2.dgn

EXISTING	384.96 AC.	ACQUIRE	2.787 AC.	REMAINING	382.173 AC. LEFT
----------	------------	---------	-----------	-----------	------------------



4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
ERNEST LAWRENCE
PARCEL 6
2.787 AC. (121,416 SQ. FT.)

LEGEND

EXHIBIT "A"

- 5/8" IRON ROD SET WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY"
- 1/2" IRON ROD FOUND UNLESS NOTED
- ◊ FENCE POST (TYPE NOTED)
- TYPE I CONCRETE MONUMENT FOUND
- ◻ TXDOT TYPE II BRONZE DISK IN CONCRETE FOUND
- ⊙ 1/2" IRON PIPE FOUND UNLESS NOTED
- ▲ 80D NAIL FOUND
- ⊕ MAGNAIL FOUND
- ⊗ SPINDLE FOUND
- ✕ RAILROAD TIE
- △ CALCULATED POINT
- ℙ PROPERTY LINE
- () RECORD INFORMATION
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCING
- P.O.R. POINT OF REFERENCE
- N.T.S. NOT TO SCALE
- D.R.W.C.TX. DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
- O.R.W.C.TX. OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
- O.P.R.W.C.TX. OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
- Distance NOT TO SCALE
- / --- DEED LINE (COMMON OWNERSHIP)

A

EUGENE E. ROZACKY OF DALLAS COUNTY, TEXAS AND NORMA R. WHITE AND AARON KEITH WHITE REMAINDER OF A CALLED 80.00 AC. VOL. 787, PG. 242 D. R. W. C. TX.

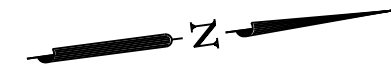
C. ERNEST LAWRENCE
RECORDED JULY 15, 1996
CALLED 305.22 AC.
DOC. NO. 1996036574
O.P.R.W.C.TX.

PARENT TRACTS
NOT TO SCALE

ERNEST LAWRENCE
RECORDED
OCTOBER 23, 1997
CALLED 79.74 AC.
DOC. NO.
1997051006
O.P.R.W.C.TX.

6
(2.787 AC.)

C.R. 401



NOTES:

1. ALL BEARINGS SHOWN ARE BASED ON NAD83/2011/NAVD88 TEXAS COORDINATE SYSTEM, CENTRAL ZONE. ALL DISTANCES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A SURFACE ADJUSTMENT FACTOR OF 1.00012352. ALL COORDINATES SHOWN ARE IN SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY THE SAME FACTOR. PROJECT UNITS ARE IN U.S. SURVEY FEET.
 2. THIS SURVEY WAS COMPLETED WITH THE BENEFIT OF TITLE REPORT, PROVIDED BY TEXAS TITLE INSURANCE COMPANY, GF NO. 21061700, EFFECTIVE DATE FEBRUARY 2, 2022, AND ISSUED DATE FEBRUARY 11, 2022. THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOT SHOWN.
 3. C.R. 401 ENGINEER'S CENTERLINE ALIGNMENT DERIVED FROM HNTB. SCHEMATIC RECEIVED BY SAM, LLC. IN MAY, 2021.
 4. THIS PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.
- * AREA CALCULATED BY SAM, LLC.
- **UNABLE TO SET AT TIME OF SURVEY, 5/8" IRON ROD WITH AN ALUMINUM CAP STAMPED "WILLIAMSON COUNTY" MAY BE SET UPON COMPLETION OF THE ROAD CONSTRUCTION PROJECT UNDER THE SUPERVISION OF A REGISTERED PROFESSIONAL LAND SURVEYOR.

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



PAGE 7 OF 7
REF. FIELD NOTE NO. 48880

FILE: \\saminc\AUS\PROJECTS\1020058261B\100\Survey\03Exhibits\6\PLAT\01\P-6_2.dgn

EXISTING	384.96 AC.	ACQUIRE	2.787 AC.	REMAINING	382.173 AC. LEFT
----------	------------	---------	-----------	-----------	------------------

Scott C. Brashear

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

03/24/2022

DATE



4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
ERNEST LAWRENCE
PARCEL 6
2.787 AC. (121,416 SQ. FT.)

Commissioners Court - Regular Session

49.

Meeting Date: 04/12/2022

US Congressional Delegation

Submitted By: Becky Pruitt, County Judge

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take any appropriate action relating to the submission of matters affecting Williamson County to members of the United States Congressional Delegations.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
---------	----------	-------------	--------

Attachments

No file(s) attached.

Form Review

Form Started By: Becky Pruitt

Started On: 04/08/2022 02:44 PM

Final Approval Date: 04/08/2022

Commissioners Court - Regular Session

50.

Meeting Date: 04/12/2022

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

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 04/07/2022

Reviewed By

Becky Pruitt

Date

04/07/2022 09:19 AM

Started On: 04/07/2022 08:30 AM

Commissioners Court - Regular Session

51.

Meeting Date: 04/12/2022

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

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 04/07/2022

Reviewed By

Becky Pruitt

Date

04/07/2022 09:20 AM

Started On: 04/07/2022 08:30 AM