# NOTICE TO THE PUBLIC
# WILLIAMSON COUNTY COMMISSIONERS COURT
# April 19, 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 District Attorney's Office.

**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---|---|---|---|
| From | 0100-0440-003398 | Video/CD/DVD | $1,500.00 |
| To | 0100-0440-004231 | Travel | $1,500.00 |

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

**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---|---|---|---|
| From | 0100-0405-003011 | Computer Software | $2,995.00 |
| To | 0100-0405-003010 | Computer Equipment | $2,995.00 |

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

**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---|---|---|---|
| From | 0100.0570.003010 | Computer Equipment | $195.18 |
| From | 0100.0570.003398 | Video tapes/CD/DVD | $86.68 |
| From | 0100.0570.004350 | Printed Materials | $5,000.00 |
| From | 0100.0570.003003 | Radio Equipment | $9,000.00 |

| | | | |
|---|---|---|---|
| To | 0100.0570.003111 | Kitchen Supplies | $14,281.86 |

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

**7.** Discuss, consider, and take appropriate action on approving property tax collections for the month of March 2022 for the Williamson County Tax Assessor/Collector.

**8.** Discuss, consider, and take appropriate action to approve the County Attorney March 2022 Monthly Report in compliance with Code of Criminal Procedure 103.005.

**9.** Discuss, consider and take appropriate action to approve Justice of the Peace, Pct. 3, March 2022 Monthly Report in compliance with Code of Criminal Procedure § 103.005.

**10.** Discuss, consider, and take appropriate action on approving Mr. Jake Isbell as the March 21st, 2022, Long Term Recovery Committee Chair.

**11.** Discuss, consider and take appropriate action regarding the engagement of the law firm of Bickerstaff Heath Delgado Acosta LLP to represent Williamson County and Christopher Davis, in his official capacity as Elections Administrator of Williamson County, in Cause No. 2022CI0574; Chris Noel Carlin v. Jacquelyn F. Callanen, et al.; 408th District Court, Bexar County, Texas; and other legal services assigned or requested, only if the scope of which is confirmed by the Williamson County Commissioners Court or its Office of General Counsel; and exemption of these services from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personal or professional services, as set forth under Tex. Loc. Gov't Code § 262.024(a)(4).

**12.** Discuss, consider and take appropriate action on approving the purchase of Kennels from Shore-line in the amount of $4,902.18 for the Williamson County Regional Animal Shelter, and authorizing execution of the quote.

**13.** Discuss, consider and take appropriate action on approving an agreement between Williamson County and Guard1 by TimeKeeping Systems, Inc. for Annual Support & Hosting, SQL Express System in the not-to-exceed amount of $11,385.75 for the three (3) year term starting May 10, 2022- May 09, 2025, utilizing Co-op contract DIR-CPO-4779, and authorizing the execution of this agreement.

**14.** Discuss, consider and take appropriate action on an Amendment No. 1 to the Public Involvement Services Agreement between Williamson County and Rifeline, LLC.

**15.** Discuss, consider and take appropriate action on approving revised contract document(s) for Dell, Inc. to retrieve retired assets approved by the Commissioners Court on November 17, 2020, under agenda Item #60, to add updated location information.

**16.** Discuss, consider and take appropriate action to ratify and approve ongoing equipment lease with Safeware with term through Nov 1, 2023, in the amount of $378,457.58, via U.S. Communities Co-op Contract #4400008468 to support operations of the Williamson County Sheriff's Office and record same into the minutes.

**17.** Discuss, consider and take appropriate action on authorizing the extension of Contract #T2585 Jail Pharmaceuticals, renewal option period #1, for the same pricing, terms and conditions as the existing contract with Westwood Pharmacy for the term of 4/19/22 - 4/18/23.

**18.** Discuss, consider, and take appropriate action on approving the purchase of uniforms for the Williamson County Sheriff's Department Jail in the amount of $87,573.00, pursuant to BuyBoard contract #603-20, and authorizing the execution of this purchase.

**19.** Discuss, consider, and take appropriate action on approving the Contract between Axon Enterprises and Williamson County in the amount of $7,923.00 for Taser Battery Packs pursuant to BuyBoard contract #603-20, and authorizing the execution of the contract.

**20.** Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for Contract Mowing for County Right of Ways under IFB #22IFB102.

**21.** Discuss, consider and take appropriate action on Supplemental Work Authorization No 1 to Work Authorization No 9 under Williamson County Contract between Surveying And Mapping and Williamson County dated May 19, 2020 for Design Survey for CR 118 Corridor. This supplemental is to extend the expiration date to May 31, 2023. Funding source: 01.0200.0210.004150.

**22.** Discuss, consider and take appropriate action on a temporary construction easement in Precinct 4 with David and Nicki Hess, 640 CR 375, Jarrell, TX 76537 for drainage grading.

**23.** Discuss, consider and take appropriate action on approval of the amended plat for Lots 27-29, Block A, Tesoro Sections 2 & 4 subdivision – Precinct 2.

**24.** Discuss, consider and take appropriate action on approval of the revised preliminary plat for the Santa Rita Ranch Phase 1 subdivision (Revision 6) – Precinct 2.

## REGULAR AGENDA

**25.** Discuss, consider and take appropriate action on a donation from Samsung to the Williamson County Rural Relief Fund. The fund was created by the Williamson County Farm Bureau as a non-profit relief fund for rural residents of Williamson County who have been impacted by the recent tornados that hit Williamson County on March 21.

**26.** Discuss, consider and take appropriate action on recognizing the community partners who assisted the Cities of Granger, Hutto, Jarrell, Round Rock, and Taylor and the unincorporated areas of our community during the tornadoes on March 21st, 2022.

**27.** Discuss, consider, and take appropriate action on a Proclamation recognizing April 24-30, 2022 as Crime Victims's Rights Week.

**28.** Hear a presentation from Dr. Donald Kelm, District 8 Extension Administrator, on the impact of Williamson County Extension Agents on the community.

**29.** Discuss, consider, and recognize Williamson County Public Affairs for receiving the 2022 Golden Post Award for Best Use of Long-Form Video at the Government in Social Media conference.

**30.** Receive, review and discuss the 2021 Comprehensive Annual Financial Report and the Popular Annual Financial Report. Only if necessary, take action regarding the same.

**31.** Discuss, consider and take appropriate action adding a representative from the following department to the County Risk Committee: Emergency Management.

**32.** Conduct a public hearing relating to a retention request from the County Attorney's Office to increase the budgeted salary amount for the position of Juvenile Prosecutor, PCN 0041 and discuss (1) the reason for the salary increase in excess of the budgeted amount to include the public purpose that will be served by approving the request; and (2) the exact amount of the additional salary request, the source of payment and the schedule of implementation.

**33.** Discuss, consider and take appropriate action on a retention funding request for PCN 0041, Juvenile Prosecutor in the County Attorney's Office.

**34.** Discuss, consider and take appropriate action on the approval of the 2022 Employee of the Year categories, including the Project Team category, processes, and timelines.

**35.** 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 the General Fund.

**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---|---|---|---|
| | 0100.0000.370500 | Miscellaneous Revenue | $400.00 |

**36.** 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 the District Attorney's Office.

**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---|---|---|---|
| | 0100.0440.004999 | Miscellaneous Expense | $400.00 |

**37.** Discuss, consider and take appropriate action on approving the County Addendum for evidence testing from Bode Technology and exempting the procurement pursuant to Texas Local Government Code Discretionary Exemption 262.024(a)(2) - an item necessary to preserve the health and safety of the residents of Williamson County, and authorizing the execution of the agreement.

**38.** Discuss, consider, and take appropriate action on authorizing the purchase and service contract between The Roof Company, LLC and Williamson County for the remodel of the Bob Phillips Historic Building, pursuant to TIPS Co-Op Contract #6929, and authorize execution of the agreement. Funding Source is P580.

**39.** Receive the April 2022 Construction Summary Report and PowerPoint Presentation.

**40.** Discuss, consider, and take appropriate action regarding Change Order No. 11 in the amount of ($211,080.35) for Project 3866-Forest North Phase 3 Drainage Improvements (DeNucci Constructors) P: 225 Funding Source: Road Bond.

**41.** Discuss, consider, and take appropriate action on an Amended and Restated Contract Amendment No. 2 to RFQ #2572 Flood Plain Maps Update (Atlas 14 Mapping) contract between Williamson County and Halff Associates, Inc. relating to the LRTP Program. P583 Fund Source: LRTP and CIP.

**42.** Discuss, consider, and take appropriate action on an Amended and Restated Contract Amendment No. 1 to RFQ #2572 Flood Plain Maps Update (Atlas 14 Mapping) contract between Williamson County and Doucet & Associates relating to the LRTP Program. P583 Fund Source: LRTP and CIP.

**43.** Discuss, consider, and take appropriate action on an Amended and Restated Contract Amendment No. 1 to RFQ #2572 Flood Plain Maps Update (Atlas 14 Mapping) contract between Williamson County and AECOM Technical Services, Inc. relating to the LRTP Program. P: 583 Fund Source: LRTP and CIP.

**44.** Discuss, consider and take appropriate action on a Temporary Right of Entry Agreement with Clayton Properties Group, Inc. d/b/a Brohn Homes for right of way needs on the proposed SE Loop Segment 2 project. Funding Source: Road Bonds 392

**45.** Discuss, consider and take appropriate action on a Passive Park Agreement with MK Madison, LP and Pulte Homes of Texas, LP.

**46.** Discuss, consider and take appropriate action on an Interlocal Agreement between Williamson County, Texas and the Cedar Park Economic Development Sales Tax (Type A) Corporation for the Conveyance of Real Property.

**47.** Discuss, consider and take appropriate action on a real estate contract with Economic Development Sales Tax Corporation of Cedar Park for the sale of 3.583 AC along US 183 Toll Road at old CR 181. Funding: Long Range Transportation P457

**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)."***

**48.** 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.
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 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.

**49.** 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

**50.** 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

17. Cause Number: 3SC-22-0044; James M. Martin and Rebecca S. Martin v. Williamson County Regional Animal Shelter; In The Justice Court Precinct Three of Williamson County, Texas

18. Civil Action No. 1:22-cv-00254-RP; Rodney A. Hurdsman, #0217082 v. Mike Gleason, et al.; In the United States District Court for the Western District of Texas, Austin Division

**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.

**51.** 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).

**52.** 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).

**53.** Deliberate the appointment, evaluation and employment of the Director of the Williamson County Veterans Services Department, to include possibly conducting interviews of candidates for such position (Executive Session as per Gov. Code Section 551.074 – Personnel Matters: Deliberate the appointment and evaluation of public officer/department head).

REGULAR AGENDA (continued)

**54.** Discuss and take appropriate action concerning economic development.

**55.** Discuss and take appropriate action concerning real estate.

**56.** 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.

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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

17. Cause Number: 3SC-22-0044; James M. Martin and Rebecca S. Martin v. Williamson County Regional Animal Shelter; In The Justice Court Precinct Three of Williamson County, Texas

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**c. EEOC/TWC matters:**

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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.

**57.** 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.

**58.** Discuss, consider and take appropriate action regarding the tender of an offer of employment, hiring and appointment for the position of Director of the Williamson County Veterans Services Department.

**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 14th day of April 2022 at 5:30 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:** 04/19/2022

Line Item Transfer

**Submitted By:** Grace Frias, District Attorney

**Department:** District Attorney

**Agenda Category:** Consent

## Information

### Agenda Item

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

### Background

We are requesting a transfer of $1,500.00 into line item 0100-0440-004231 because this budget line item has been depleted, this amount is needed to be transferred to cover the remainder expenses that will incur for this fiscal year.

## Fiscal Impact

| From/To | Acct No. | Description | Amount |
|---|---|---|---|
| From | 0100-0440-003398 | Video/CD/DVD | $1,500.00 |
| To | 0100-0440-004231 | Travel | $1,500.00 |

## Attachments

*No file(s) attached.*

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Becky Pruitt | 04/07/2022 03:31 PM |
| Budget Office | Ashlie Holladay | 04/07/2022 04:23 PM |
| Form Started By: Grace Frias | | Started On: 04/07/2022 03:19 PM |
| Final Approval Date: 04/07/2022 | | |

**Commissioners Court - Regular Session** **4.**

**Meeting Date:** 04/19/2022

Line Item Transfer

**Submitted By:** Andrea Schiele, County Judge

**Department:** Veteran Services

**Agenda Category:** Consent

## Information

### Agenda Item

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

### Background

This transfer is requested to facilitate purchasing new laptops for Veteran Services due to the existing computers being out of warranty/out-dated per Information Technologies.

## Fiscal Impact

| From/To | Acct No. | Description | Amount |
|---|---|---|---|
| From | 0100-0405-003011 | Computer Software | $2,995.00 |
| To | 0100-0405-003010 | Computer Equipment | $2,995.00 |

## Attachments

*No file(s) attached.*

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget Office | Ashlie Holladay | 04/13/2022 03:00 PM |
| County Judge Exec Asst. (Originator) | Becky Pruitt | 04/14/2022 08:59 AM |
| Budget Office | Ashlie Holladay | 04/14/2022 01:07 PM |
| Form Started By: Andrea Schiele | | Started On: 04/13/2022 02:41 PM |
| Final Approval Date: 04/14/2022 | | |

**Commissioners Court - Regular Session** **5.**

**Meeting Date:** 04/19/2022

Line Item Transfer - Corrections

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

**Department:** Sheriff

**Agenda Category:** Consent

## Information

### Agenda Item

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

### Background

This transfer is to provide funding for replacement of insulated inmate food trays and assorted food service supplies. The most recent inspection by The Texas Commission on Jail Standards stated many food trays must be replaced. Additional supplies include cups, utensils, and cleaning supplies.

## Fiscal Impact

| From/To | Acct No. | Description | Amount |
|---|---|---|---|
| From | 0100.0570.003010 | Computer Equipment | $195.18 |
| From | 0100.0570.003398 | Video tapes/CD/DVD | $86.68 |
| From | 0100.0570.004350 | Printed Materials | $5,000.00 |
| From | 0100.0570.003003 | Radio Equipment | $9,000.00 |
| To | 0100.0570.003111 | Kitchen Supplies | $14,281.86 |

## Attachments

*No file(s) attached.*

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Becky Pruitt | 04/14/2022 12:44 PM |
| Budget Office | Ashlie Holladay | 04/14/2022 01:07 PM |
| Form Started By: Peggy Braun | | Started On: 04/14/2022 11:27 AM |
| Final Approval Date: 04/14/2022 | | |

**Commissioners Court - Regular Session** **6.**

**Meeting Date:** 04/19/2022

Compensation Items

**Submitted By:** Kayla Marek, Human Resources

**Department:** Human Resources

**Agenda Category:** Consent

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**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.

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**Fiscal Impact**

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

**Attachments**

Merit Report

Merit LIT

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| Human Resources (Originator) | Rebecca Clemons | 04/13/2022 05:15 PM |
| County Judge Exec Asst. | Becky Pruitt | 04/14/2022 09:01 AM |
| Form Started By: Kayla Marek | | Started On: 04/13/2022 03:57 PM |
| Final Approval Date: 04/14/2022 | | |

| Department | Position | Emp Num | Current Annual Salary | Annual Merit Amt | Merit% | New Annual Salary | Lump-sum Merit | Pay Proposal Reason | Effective Date of Change |
|---|---|---|---|---|---|---|---|---|---|
| Parks | Parks Operations Manager.1208.001100. | 12460 | $68,512.34 | $1,027.78 | 1.50 | $69,540.12 | - | MERIT | 29-Apr-22 |

| | | | | (TO) | (FROM) |
|---|---|---|---|---|---|
| entity | fund | dept | object | dr | cr |
| 01 | 0100 | 0510 | 001100 | 1,027.78 | |
| 01 | 0100 | 0510 | 001130 | | 1,027.78 |

**Commissioners Court - Regular Session** **7.**

**Meeting Date:** 04/19/2022

Property Tax Collections – March 2022

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

**Department:** County Tax Assessor Collector

**Agenda Category:** Consent

## Information

**Agenda Item**

Discuss, consider, and take appropriate action on approving property tax collections for the month of March 2022 for the Williamson County Tax Assessor/Collector.

**Background**

## Fiscal Impact

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

## Attachments

030122-033122 GWI-RFM

030122-033122 GWI-RFM Graph

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Becky Pruitt | 04/11/2022 03:43 PM |
| Form Started By: Renee Clark | | Started On: 04/11/2022 02:39 PM |
| Final Approval Date: 04/11/2022 | | |

# YEAR TO DATE - COLLECTION REPORT
## Williamson County - GWI/RFM Property Taxes
## March 31, 2022

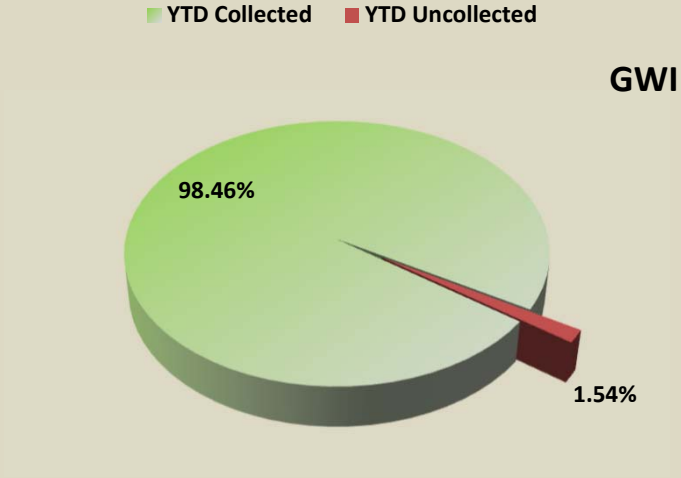
| Williamson County General Fund | Tax Roll | Adjustments | Adjusted Tax Roll | Current Tax Collected | Penalty & Interest Collected | Variance | Uncollected Balance | YTD Collected | YTD Percent Collected | YTD Percent Collected w/P & I | YTD Percent Collected w/P & I & Prior Years |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 2021 | $338,165,485.42 | ($152,085.06) | $338,013,400.36 | $3,096,096.47 | $166,551.62 | $257.92 | $5,216,774.06 | $332,796,626.30 | 98.46% | 98.56% | 98.85% |
| 2020 & Prior | $2,912,104.50 | ($336,317.50) | $2,575,787.00 | ($112,914.74) | $27,914.83 | $316.33 | $2,354,496.48 | $221,290.52 | 8.59% | 14.53% | |
| Rollbacks | $303,027.71 | $541,792.22 | $844,819.93 | $30,491.58 | $0.00 | $0.00 | $244,484.00 | $600,335.93 | 71.06% | 71.06% | |
| Total All | $341,380,617.63 | $53,389.66 | $341,434,007.29 | $3,013,673.31 | $194,466.45 | $574.25 | $7,815,754.54 | $333,618,252.75 | 97.71% | 97.86% | |

| Williamson County RFM | Tax Roll | Adjustments | Adjusted Tax Roll | Current Tax Collected | Penalty & Interest Collected | Variance | Uncollected Balance | YTD Collected | YTD Percent Collected | YTD Percent Collected w/P & I | YTD Percent Collected w/P & I & Prior Years |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 2021 | $34,120,490.65 | $12,328.39 | $34,132,819.04 | $316,307.93 | $16,770.15 | $22.03 | $530,912.57 | $33,601,906.47 | 98.44% | 98.55% | 98.83% |
| 2020 & Prior | $264,578.33 | ($29,916.69) | $234,661.64 | ($10,454.18) | $2,570.83 | $26.87 | $212,406.58 | $22,255.06 | 9.48% | 15.47% | |
| Rollbacks | $28,849.49 | $51,671.34 | $80,520.83 | $2,912.20 | $0.00 | $0.00 | $23,333.29 | $57,187.54 | 71.02% | 71.02% | |
| Total All | $34,413,918.47 | $34,083.04 | $34,448,001.51 | $308,765.95 | $19,340.98 | $48.90 | $766,652.44 | $33,681,349.07 | 97.77% | 97.92% | |

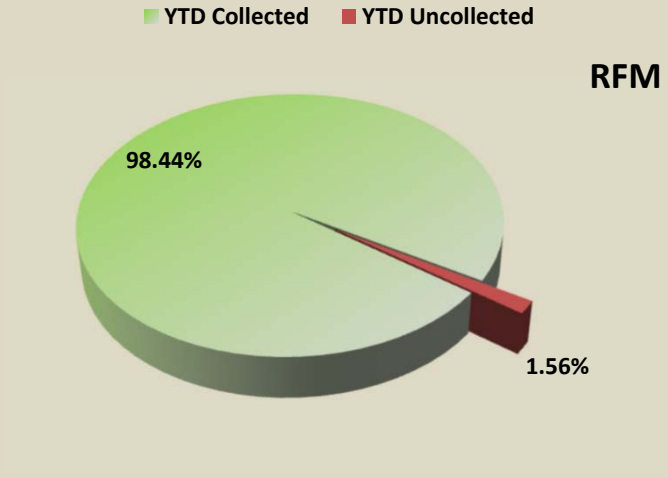
2021 COMBINED MONTHLY BREAKDOWN

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| Oct-21 | $375,794,536.10 | $47,590.91 | $375,842,127.01 | $13,224,298.30 | $25,367.31 | $503.32 | $362,617,325.39 | $13,224,801.62 |
| Nov-21 | $375,842,127.01 | $253,452.94 | $376,095,579.95 | $18,249,853.40 | $18,133.11 | $8,781.58 | $344,612,143.35 | $31,483,436.60 |
| Dec-21 | $376,095,579.95 | ($95,829.26) | $375,999,750.69 | $201,551,646.41 | $24,278.10 | $836.38 | $142,963,831.30 | $233,035,919.39 |
| Jan-22 | $375,999,750.69 | ($151,582.91) | $375,848,167.78 | $126,527,612.67 | $26,576.40 | $693.71 | $16,283,942.01 | $359,564,225.77 |
| Feb-22 | $375,848,167.78 | $67,496.54 | $375,915,664.32 | $4,731,485.18 | $261,542.11 | ($319,171.54) | $11,939,124.91 | $363,976,539.41 |
| Mar-22 | $375,915,664.32 | ($33,655.52) | $375,882,008.80 | $3,322,439.26 | $213,807.43 | $623.15 | $8,582,406.98 | $367,299,601.82 |

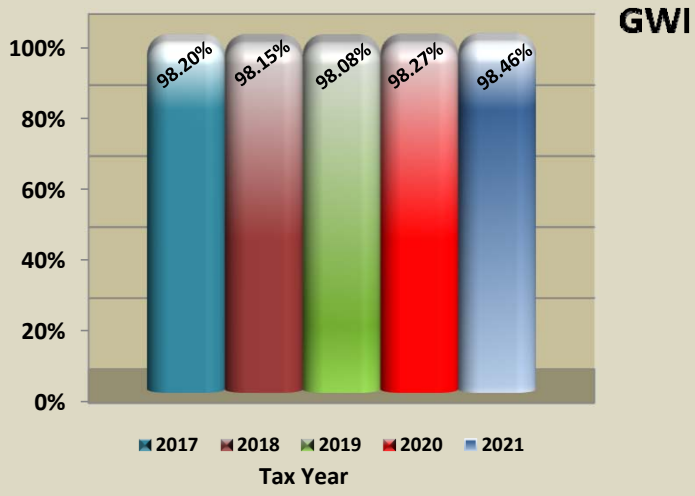
## Year to Date Collection Report
## Thru March 2022



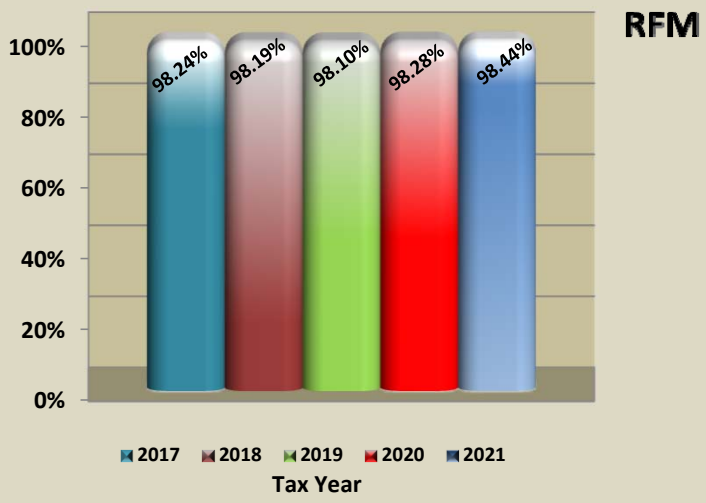

## Year to Date Collection Report
## Thru March 2022




## Percent of Roll Collected Comparison
## 2017-2021




## Percent of Roll Collected Comparison
## 2017-2021



**Commissioners Court - Regular Session** **8.**

**Meeting Date:** 04/19/2022

County Attorney March 2022 Monthly Report

**Submitted For:** D. Hobbs **Submitted By:** Stephanie Lloyd, County Attorney

**Department:** County Attorney

**Agenda Category:** Consent

## Information

**Agenda Item**

Discuss, consider, and take appropriate action to approve the County Attorney March 2022 Monthly Report in compliance with Code of Criminal Procedure 103.005.

**Background**

## Fiscal Impact

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

## Attachments

March report

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Becky Pruitt | 04/13/2022 10:13 AM |
| Form Started By: Stephanie Lloyd | | Started On: 04/12/2022 04:26 PM |
| Final Approval Date: 04/13/2022 | | |

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 Dee Hobbs, County Attorney, Williamson County, who, on his oath, stated that the attached report of money collected is a true and correct report for the month of March, 2022.

Dee Hobbs

DEE HOBBS
COUNTY ATTORNEY

On this 12th day of April, 2022, to certify which witness my hand and seal of office.

Stephanie J. Lloyd

NOTARY PUBLIC
In and for the State of Texas

NOTARY PUBLIC STATE OF TEXAS
STEPHANIE J LLOYD
My Notary ID # 124247546
Expires December 6, 2022

# CA - AR Receipts

| GL Revenue Object | GL Revenue Fund | Receipt Source | Receipt Date | Receipt Number | Receipt Comment | Receipt Amount |
|---|---|---|---|---|---|---|
| 207015 | 0100 | CO ATTY | 01-Mar-2022 | 31147 | 2020-0806 | $ 60.00 |
| | | | 08-Mar-2022 | 31179 | 2019-4398 | $ 180.00 |
| | | | 10-Mar-2022 | 31188 | 2020-2668 | $ 170.00 |
| | | | 22-Mar-2022 | 31223 | 2021-4174 | $ 732.67 |
| | | | 31-Mar-2022 | 31271 | 2020-3493 | $ 5,000.00 |
| **207015 Total** | | | | | | **$ 6,142.67** |
| 341300 | 0406 | CO ATTY HC FEES | 04-Mar-2022 | 31165 | HOT CHECK FEES - FEB 2022 | $ 165.00 |
| **341300 Total** | | | | | | **$ 165.00** |
| 351000 | 0364 | CO ATTY INTERVENTION | 02-Mar-2022 | 31151 | 2019-6439 2020-0603 2020-0915 2021-0433 | $ 2,000.00 |
| | | | 09-Mar-2022 | 31183 | 2021-0437 2021-1334 | $ 1,000.00 |
| | | | 11-Mar-2022 | 31192 | 2019-5766 2019-6333 2021-0471 2021-1170 | $ 1,860.00 |
| | | | 16-Mar-2022 | 31207 | 2019-3696 2020-3309 2021-1172 2021-1325 2021-1559 2021-1907 2021-3457 | $ 3,360.00 |
| | | | 18-Mar-2022 | 31216 | 2019-6539 | $ 360.00 |
| | | | 22-Mar-2022 | 31223 | 2020-0689 | $ 500.00 |
| | | | 23-Mar-2022 | 31230 | 2020-3741 2021-0874 2021-1795 2021-1810 | $ 1,580.00 |
| | | | 28-Mar-2022 | 31252 | 2020-2342 2021-1004 2021-1117 | $ 1,360.00 |
| | | | 31-Mar-2022 | 31271 | 2021-1061 2021-2339 2021-3031 2021-3845 | $ 1,720.00 |
| | | CO ATTY INTERVENTION 1 | 07-Mar-2022 | 31169 | 2017-3419 2019-1616 2019-4398 2020-0608 2020-1390 2020-2970 2021-0169 2021-2081 2021-2363 2021-3516 | $ 5,000.00 |
| | | CO ATTY INTERVENTION 2 | 07-Mar-2022 | 31169 | 2020-3637 2021-1294 | $ 1,000.00 |
| **351000 Total** | | | | | | **$ 19,740.00** |
| 352200 | 0100 | CO ATTY (2) | 17-Mar-2022 | 31212 | 19-06379-2/GUSTAVO MARTINEZ | $ 1,014.00 |
| **352200 Total** | | | | | | **$ 1,014.00** |
| **Grand Total** | | | | | | **$ 27,061.67** |

Criminal Restitution March 2022

| Date | Payor | Amount | Case # | Deposit Date |
|---|---|---|---|---|
| 2/25/2022 | Dean Chee-Yhiang Ong | $ 60.00 | 2020-0806 | 3/1/2022 |
| | | | | |
| | | **$ 60.00** | | |
| Date | Payor | Amount | Case # | Deposit Date |
| 3/3/2022 | Aiden Reece Navarette | $ 180.00 | 2019-4398 | 3/8/2022 |
| | | | | |
| | | **$ 180.00** | | |
| Date | Payor | Amount | Case # | Deposit Date |
| 3/9/2022 | Joshua James Martinez | $ 170.00 | 2020-2668 | 3/9/2022 |
| | | | | |
| | | **$ 170.00** | | |
| Date | Payor | Amount | Case # | Deposit Date |
| 3/17/2022 | Constance N Tennison | $ 732.67 | 2021-4174 | 3/22/2022 |
| | | | | |
| | | **$ 732.67** | | |
| Date | Payor | Amount | Case # | Deposit Date |
| 3/25/2022 | Brett Joseph Wallet | $ 5,000.00 | 2020-3493 | 3/29/2022 |
| | | | | |
| | | **$ 5,000.00** | | |

# Disbursement Summary

TXWILLIAMSONP
ROD

Collection Date Range: **02/01/2022 - 02/28/2022** **Ignore Tender Holds: No** **Final Copy**

**County Attorney** **County Attorney Bank**

**Williamson County Treasurer - HC**

| *Disbursement Summary* | | | | | | |
|---|---|---|---|---|---|---|
| **Code Word** | **Description** | **(+) Collection Amount** | **(+) Previous Escrow** | **(-) Escrow Deductions** | **(-) Escrow Held** | **Disbursement Amount** |
| CHKFEE | Check Fee | 165.00 | 0.00 | 0.00 | 0.00 | 165.00 |

| | **(+) Collection Amount** | **(+) Previous Escrow** | **(-) Escrow Deductions** | **(-) Escrow Held** | **Disbursement Amount** |
|---|---|---|---|---|---|
| **Disbursement Summary Totals** | 165.00 | 0.00 | 0.00 | 0.00 | 165.00 |

## Disbursement Detail

| **Check ID Number** | **Defendant** | **Code** | **(+) Collection Amount** | **(+) Previous Escrow** | **(-) Escrow Deductions** | **(-) Escrow Held** | **Disbursement Amount** |
|---|---|---|---|---|---|---|---|
| 21-00045 | Kinlow, Monica Dawn (PID #: 1265524) | CHKFEE | 15.00 | 0.00 | 0.00 | 0.00 | 15.00 |
| 21-00051 | Requejo, Bernice M. (PID #: 349560) | CHKFEE | 30.00 | 0.00 | 0.00 | 0.00 | 30.00 |
| 21-00059 | Smith, Juli R (PID #: 1791557) | CHKFEE | 30.00 | 0.00 | 0.00 | 0.00 | 30.00 |
| 21-00060 | Hargett, Lucas C (PID #: 1791567) | CHKFEE | 15.00 | 0.00 | 0.00 | 0.00 | 15.00 |
| 22-00010 | Whelan, Michael (PID #: 1746334) | CHKFEE | 75.00 | 0.00 | 0.00 | 0.00 | 75.00 |
| **Totals:** | | | **165.00** | **0.00** | **0.00** | **0.00** | **165.00** |

PTI Fees March 2022

| date | payor | amount | control # | deposit date |
|---|---|---|---|---|
| 2/28/2022 | Bret Anthony Harrell | $ 500.00 | 2021-0433 | 3/2/2022 |
| 3/1/2022 | Hector Efren Guevara | $ 500.00 | 2019-6439 | 3/2/2022 |
| 3/1/2022 | Amy Diane Canary | $ 500.00 | 2020-0603 | 3/2/2022 |
| 3/1/2022 | Lamia Nate Williams | $ 500.00 | 2020-0915 | 3/2/2022 |
| | | **$ 2,000.00** | | |
| **date** | **payor** | **amount** | **control #** | **deposit date** |
| 3/2/2022 | James Solomon Nelson | $ 500.00 | 2020-0608 | 3/4/2022 |
| 3/2/2022 | Jaydon Maurice Harris | $ 500.00 | 2020-1390 | 3/4/2022 |
| 3/2/2022 | Irvin David Deluna | $ 500.00 | 2021-0169 | 3/4/2022 |
| 3/2/2022 | Nicholas Anthony Dominguez | $ 500.00 | 2021-2081 | 3/4/2022 |
| 3/2/2022 | Andrew John Orlando | $ 500.00 | 2021-3516 | 3/4/2022 |
| 3/3/2022 | Marcos Antonio Vivas | $ 500.00 | 2017-3419 | 3/4/2022 |
| 3/3/2022 | Branden James Taylor | $ 500.00 | 2019-1616 | 3/4/2022 |
| 3/3/2022 | Aiden Reece Navarette | $ 500.00 | 2019-4398 | 3/4/2022 |
| 3/3/2022 | Gabriela Michelle Barrios | $ 500.00 | 2020-2970 | 3/4/2022 |
| 3/3/2022 | Melaney Marie Shankle | $ 500.00 | 2021-2363 | 3/4/2022 |
| | | **$ 5,000.00** | | |
| **date** | **payor** | **amount** | **control #** | **deposit date** |
| 3/4/2022 | Sheri Adilene Guadarrama | $ 500.00 | 2020-3637 | 3/7/2022 |
| 3/4/2022 | Daniel Angel Vasquez | $ 500.00 | 2021-1294 | 3/7/2022 |
| | | **$ 1,000.00** | | |
| **date** | **payor** | **amount** | **control #** | **deposit date** |
| 3/8/2022 | Amanda Kay Tucker | $ 500.00 | 2021-0437 | 3/9/2022 |
| 3/8/2022 | Fred Wesley Scharnberg | $ 500.00 | 2021-1334 | 3/9/2022 |
| | | **$ 1,000.00** | | |
| **date** | **payor** | **amount** | **control #** | **deposit date** |
| 3/9/2022 | Jonathan D Shelton | $ 360.00 | 2019-6333 | 3/11/2022 |
| 3/9/2022 | Mark L Adler | $ 500.00 | 2021-0471 | 3/11/2022 |

| | | | | |
|---|---|---|---|---|
| 3/9/2022 | Christopher Allen Johnson | $ 500.00 | 2021-1170 | 3/11/2022 |
| 3/10/2022 | Kamogelo Mogodi | $ 500.00 | 2019-5766 | 3/11/2022 |
| | | **$ 1,860.00** | | |
| **date** | **payor** | **amount** | **control #** | **deposit date** |
| 3/15/2022 | Nickolas Ceasar Payne-Silva | $ 500.00 | 2019-3696 | 3/16/2022 |
| 3/14/2022 | Natasha Sharp | $ 500.00 | 2020-3309 | 3/16/2022 |
| 3/11/2022 | Miguel Hernandez-Calva | $ 500.00 | 2021-1172 | 3/16/2022 |
| 3/15/2022 | Brandon James Willis | $ 360.00 | 2021-1325 | 3/16/2022 |
| 3/14/2022 | Kiana Essance Washington | $ 500.00 | 2021-1559 | 3/16/2022 |
| 3/14/2022 | Steven Anthony Hosaka | $ 500.00 | 2021-1907 | 3/16/2022 |
| 3/15/2022 | Jennifer Caroline Macneil | $ 500.00 | 2021-3457 | 3/16/2022 |
| | | **$ 3,360.00** | | |
| **date** | **payor** | **amount** | **control #** | **deposit date** |
| 3/16/2022 | Alex Rodolfo Velasquez | $ 360.00 | 2019-6539 | 3/18/2022 |
| | | **$ 360.00** | | |
| **date** | **payor** | **amount** | **control #** | **deposit date** |
| 3/18/2022 | Carlos Ruben Flores | $ 500.00 | 2020-0689 | 3/22/2022 |
| | | **$ 500.00** | | |
| **date** | **payor** | **amount** | **control #** | **deposit date** |
| 3/21/2022 | Karen Lepkowicz | $ 360.00 | 2020-3741 | 3/23/2022 |
| 3/21/2022 | Lisa Michelle Rosales | $ 360.00 | 2021-1795 | 3/23/2022 |
| 3/22/2022 | Fred Fernando Escobar | $ 360.00 | 2021-0874 | 3/23/2022 |
| 3/22/2022 | Sarju Jayantilal Patel | $ 500.00 | 2021-1810 | 3/23/2022 |
| | | **$ 1,580.00** | | |
| **date** | **payor** | **amount** | **control #** | **deposit date** |
| 3/23/2022 | Latresa Lynn Barden | $ 500.00 | 2020-2342 | 3/25/2022 |
| 3/24/2022 | Dayanna Gabriela Mantilla | $ 500.00 | 2021-1004 | 3/25/2022 |

| | | | | |
|---|---|---|---|---|
| 3/24/2022 | Robert Charlse Gee | $ 360.00 | 2021-1117 | 3/25/2022 |
| | | **$ 1,360.00** | | |
| **date** | **payor** | **amount** | **control #** | **deposit date** |
| 3/28/2022 | Jerry Jones Leger | $ 360.00 | 2021-3845 | 3/30/2022 |
| 3/29/2022 | Camerino Ramirez-Gonzalez | $ 500.00 | 2021-1061 | 3/30/2022 |
| 3/29/2022 | Zachary James Dymond | $ 500.00 | 2021-2339 | 3/30/2022 |
| 3/29/2022 | Shereen M Nawaz | $ 360.00 | 2021-3031 | 3/30/2022 |
| | | **$ 1,720.00** | | |

**Commissioners Court - Regular Session** **9.**

**Meeting Date:** 04/19/2022

Justice of the Peace 3 MARCH 2022 Monthly Report

**Submitted By:** Mary Alcala, J.P. Pct. #3

**Department:** J.P. Pct. #3

**Agenda Category:** Consent

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**Information**

**Agenda Item**

Discuss, consider and take appropriate action to approve Justice of the Peace, Pct. 3, March 2022 Monthly Report in compliance with Code of Criminal Procedure § 103.005.

**Background**

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**Fiscal Impact**

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

**Attachments**

March 2022 - CCP 103

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Becky Pruitt | 04/14/2022 09:00 AM |
| Form Started By: Mary Alcala | | Started On: 04/13/2022 03:53 PM |
| Final Approval Date: 04/14/2022 | | |

**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 Evelyn McLean, Justice of the Peace, Precinct 3, Williamson County, who, on her oath, stated that the attached report of money collected is a true and correct report for the month of March, 2022.**

E McLean

JUSTICE COURT PRECINCT 3 WILLIAMSON COUNTY, TEXAS

**EVELYN McLEAN**
**JUSTICE OF THE PEACE**
**PRECINCT THREE**

**On this 11th day of April 2022, to certify which witness my hand and seal of office.**

Mary Alcala

MARY ANN ALCALA
Notary Public, State of Texas
Comm. Expires 04-12-2025
Notary ID 133030414

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

# Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Transaction Date: **03/01/2022 - 03/31/2022** Case Categories: **Civil**
Locations: **JP3**

Payment Type: **Cash Bond Deposit; E-Filing Payment; ...**

| G/L Account | G/L Account Number | Fee Totals |
|---|---|---|
| **0100 - General Fund** | | |
| 01-0100-0000-341803 - FEES OF OFFICE, JP PCT-3 | L-004-3-01-0100-0000-341803: 01-0100-0000-341803 - FEES OF OFFICE, JP PCT #3 | 138.50 |
| 01-0100-0000-341903 - CIVIL FEES/OFFICE, CONST 3 | L-004-3-01-0100-0000-341903: 01-0100-0000-341903 - Fees of Office, Const. PCT #3 | 4,000.00 |
| | **0100 - General Fund Total:** | **4,138.50** |
| | **Fee Totals for All Funds:** | **4,138.50** |

# Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Transaction Date: **03/01/2022 - 03/31/2022** Case Categories: **Civil**
Locations: **JP3**

Payment Type: **Cash Bond Deposit; E-Filing Payment; ...**

| Fee Code Summary | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| Code Word | Description | Gross | | Positive Adjustments | | Negative Adjustments | | Net | |
| | | Amount | Number | Amount | Number | Amount | Number | Amount | Number |
| CCOP | Civil Copies | 37.25 | 11 | 0.00 | 0 | 0.00 | 0 | 37.25 | 11 |
| CERT | Certified Copy | 17.25 | 3 | 0.00 | 0 | 0.00 | 0 | 17.25 | 3 |
| CONT3 | Constable Service Fee Pct #3 | 2,800.00 | 31 | 0.00 | 0 | 0.00 | 0 | 2,800.00 | 31 |
| JURY | Jury Fee | 44.00 | 2 | 0.00 | 0 | 0.00 | 0 | 44.00 | 2 |
| WEXEC | Writ of Execution | 15.00 | 3 | 0.00 | 0 | 0.00 | 0 | 15.00 | 3 |
| WPOSS | Writ of Possession | 25.00 | 5 | 0.00 | 0 | 0.00 | 0 | 25.00 | 5 |
| WSF3 | JP3 - Writ Service Fee | 1,200.00 | 8 | 0.00 | 0 | 0.00 | 0 | 1,200.00 | 8 |
| **Fee Code Summary Totals** | | Gross | | Positive Adjustments | | Negative Adjustments | | Net | |
| | | Amount | Number | Amount | Number | Amount | Number | Amount | Number |
| | | 4,138.50 | 63 | 0.00 | 0 | 0.00 | 0 | 4,138.50 | 63 |

# Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Transaction Date: **03/01/2022 - 03/31/2022** Case Categories: **Criminal**
**Locations: JP3**

Payment Type: **Cash Bond Deposit; E-Filing Payment; ...**

| G/L Account | G/L Account Number | Fee Totals |
|---|---|---|
| **0100 - General Fund** | | |
| 01-0100-0000-207013 - Due to City of Jarrell | L-004-3-01-0100-0000-207013: 01-0100-0000-207013 - Due to City of Jarrell | 2.19 |
| 01-0100-0000-207017 - Collections Agency Fee | L-004-3-01-0100-0000-207017: 01-0100-0000-207017 - Collections Agency Fee | 6,585.19 |
| 01-0100-0000-209600 - FINES DUE TO TX PARKS WILDLIFE | L-004-3-01-0100-0000-209600: 01-0100-0000-209600 - FINES DUE TO TX PARKS WILDLIFE | 371.05 |
| 01-0100-0000-341200 - Sheriff Fees (WILCO) | L-004-3-01-0100-0000-341200: 01-0100-0000-341200 - Sheriff Fees (WILCO) | 586.03 |
| 01-0100-0000-341803 - FEES OF OFFICE, JP PCT-3 | L-004-3-01-0100-0000-341803: 01-0100-0000-341803 - FEES OF OFFICE, JP PCT #3 | 4,752.36 |
| 01-0100-0000-341913 - CRIMINAL FEES/OFFICE, CONST 3 | L-004-3-01-0100-0000-341913: 01-0100-0000-341913 - Fees of Office, Crim. Const PCT #3 | 1,402.73 |
| 01-0100-0000-351303 - FINES, JP PCT-3 | L-004-3-01-0100-0000-351303: 01-0100-0000-351303 - FINES, JP PCT #3 | 77,682.75 |
| 01-0100-0000-370500 - Miscellaneous Revenue | L-004-3-01-0100-0000-370500: 01-0100-0000-370500 - Miscellaneous Revenue | 1.00 |
| | **0100 - General Fund Total:** | **91,383.30** |
| **0361 - JP Security Fund** | | |
| 01-0361-0000-341153 - JP 3 SECURITY FEES | L-004-3-01-0361-0000-341153: 01-0361-0000-341153 - JP 3 SECURITY FEES | 417.66 |
| | **0361 - JP Security Fund Total:** | **417.66** |
| **0367 - JP-3 Truancy Program Fund** | | |
| 01-0367-0000-370000 - JP-3 Truancy Program Fees | L-004-3-01-0367-0000-370000: 01-0367-0000-370000 - JP-3 Truancy Program Fee | 493.41 |
| | **0367 - JP-3 Truancy Program Fund Total:** | **493.41** |
| **0372 - Justice Court Technology Fund** | | |
| 01-0372-0000-341143 - JP 3 TECHNOLOGY FEES | L-004-3-01-0372-0000-341143: 01-0372-0000-341143 - JP #3 TECHNOLOGY FEES | 418.72 |
| | **0372 - Justice Court Technology Fund Total:** | **418.72** |

# Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Transaction Date: **03/01/2022 - 03/31/2022** Case Categories: **Criminal**
Locations: **JP3**

Payment Type: **Cash Bond Deposit; E-Filing Payment; ...**

| G/L Account | G/L Account Number | Fee Totals |
|---|---|---|
| **0399 - State Agency Fund** | | |
| 01-0399-0000-208033 - JP 3 Truancy Prev/Diversion - State | L-004-3-01-0399-0000-208033: 01-0399-0000-208033 - JP 3 Truancy Prev/Diversion - State | 174.44 |
| 01-0399-0000-208160 - CCC FEES DUE TO STATE COMP | L-004-3-01-0399-0000-208160: 01-0399-0000-208160 - Consolidated Court Costs | 4,026.72 |
| 01-0399-0000-208170 - FA FEES DUE TO STATE COMP | L-004-3-01-0399-0000-208170: 01-0399-0000-208170 - Fugitive Apprehension | 5.00 |
| 01-0399-0000-208180 - JCD FEES DUE TO STATE COMP | L-004-3-01-0399-0000-208180: 01-0399-0000-208180 - Juvenile Crime & Delinquency Fee | 0.50 |
| 01-0399-0000-208235 - JURY SERVICE FEES DUE TO STATE | L-004-3-01-0399-0000-208235: 01-0399-0000-208235 - Jury Service Fee | 400.95 |
| 01-0399-0000-208300 - CVC FEES DUE TO STATE COMP | L-004-3-01-0399-0000-208300: 01-0399-0000-208300 - Crime Victim Compensation Act | 15.00 |
| 01-0399-0000-208352 - CRIMINAL JUDICIAL SUPPORT DUE | L-004-3-01-0399-0000-208352: 01-0399-0000-208352 - Support of the Judiciary Fund | 601.53 |
| 01-0399-0000-208400 - DPS ARREST FEES DUE TO STATE | L-004-3-01-0399-0000-208400: 01-0399-0000-208400 - Texas Highway Patrol Arrest Fees | 970.41 |
| 01-0399-0000-208415 - MOVING VIOLATION FEE DUE TO ST | L-004-3-01-0399-0000-208415: 01-0399-0000-208415 - Moving Violation Fee Due to State | 5.76 |
| 01-0399-0000-208425 - ST TRAFFIC FEES DUE TO STATE | L-004-3-01-0399-0000-208425: 01-0399-0000-208425 - State Traffic Fee | 1,081.96 |
| 01-0399-0000-208500 - JCPT FEES DUE TO STATE COMP | L-004-3-01-0399-0000-208500: 01-0399-0000-208500 - Judicial Court Personnel Training | 2.00 |
| 01-0399-0000-208703 - INDIGENT DEF FEES - DUE TO ST | L-004-3-01-0399-0000-208703: 01-0399-0000-208703 - Indigent Defense Fee | 200.48 |
| 01-0399-0000-208720 - SEATBELT FINES | L-004-3-01-0399-0000-208720: 01-0399-0000-208720 - Seatbelt Fines | 548.15 |
| 01-0399-0000-208730 - Correctional Management Institute | L-004-3-01-0399-0000-208730: 01-0399-0000-208730 - Correctional Management Institute | 0.50 |
| 01-0399-0000-208750 - TLFTA FEES DUE TO STATE COMP | L-004-3-01-0399-0000-208750: 01-0399-0000-208750 - Traffic Law Failure To Appear | 1,307.24 |
| 01-0399-0000-208850 - WEIGHT VIOLATION FINES DUE TO | L-004-3-01-0399-0000-208850: 01-0399-0000-208850 - Weight Violation Fines | 784.50 |
| 01-0399-0000-208860 - TIME PYMT FEES DUE TO STATE | L-004-3-01-0399-0000-208860: 01-0399-0000-208860 - Time Payment | 73.88 |
| | **0399 - State Agency Fund Total:** | **10,199.02** |
| **JP BOND** | | |
| 01-0100-0000-207020 - JP3 Bond Liability Account | L-004-3-02-00002: JP3 Registry Bond Account Liability | 777.00 |
| | **JP BOND Total:** | **777.00** |
| | **Fee Totals for All Funds:** | **103,689.11** |

# Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Transaction Date: **03/01/2022 - 03/31/2022** Case Categories: **Criminal**
Locations: **JP3**

Payment Type: **Cash Bond Deposit; E-Filing Payment; ...**

**Fee Code Summary**

| Code Word | Description | Gross | | Positive Adjustments | | Negative Adjustments | | Net | |
|---|---|---|---|---|---|---|---|---|---|
| | | Amount | Number | Amount | Number | Amount | Number | Amount | Number |
| AFDPS | Arrest Fee - DPS (CCP 102.011) | 290.24 | 69 | 0.00 | 0 | 0.00 | 0 | 290.24 | 69 |
| AFJP | Arrest Fee - Jarrell Police Department (CCP 102.011) | 2.19 | 1 | 0.00 | 0 | 0.00 | 0 | 2.19 | 1 |
| AFLPD | Arrest Fee - Leander Police Department | 5.00 | 1 | 0.00 | 0 | 0.00 | 0 | 5.00 | 1 |
| AFSO | Arrest Fee - Sheriff's Office (CCP 102.011) | 226.03 | 49 | 0.00 | 0 | 0.00 | 0 | 226.03 | 49 |
| CB | Cash Bond | 777.00 | 3 | 0.00 | 0 | 0.00 | 0 | 777.00 | 3 |
| CCC | Consolidated Court Costs [Loc. Gov't Code, 133.102] | 4,026.72 | 116 | 0.00 | 0 | 0.00 | 0 | 4,026.72 | 116 |
| CFINE | County Fine | 77,682.75 | 703 | 0.00 | 0 | 0.00 | 0 | 77,682.75 | 703 |
| CHS | Courthouse Security Fee (CCP 102.017) | 314.01 | 120 | 0.00 | 0 | 0.00 | 0 | 314.01 | 120 |
| CHSJC | JP Security Fee (CCP 102.017) | 103.65 | 119 | 0.00 | 0 | 0.00 | 0 | 103.65 | 119 |
| CJS | Criminal Judicial Support Fee (LGC 103.105) | 3.00 | 5 | 0.00 | 0 | 0.00 | 0 | 3.00 | 5 |
| CMI | Correctional Management Institute Fee | 0.50 | 1 | 0.00 | 0 | 0.00 | 0 | 0.50 | 1 |
| COLLFEE | Collection Agency Fee | 6,585.19 | 106 | 0.00 | 0 | 0.00 | 0 | 6,585.19 | 106 |
| COPIES | Certified Copies | 7.25 | 1 | 0.00 | 0 | 0.00 | 0 | 7.25 | 1 |
| CVC | Crime Victims Fee | 15.00 | 1 | 0.00 | 0 | 0.00 | 0 | 15.00 | 1 |
| DDF | Deferred Disposition Fee | 4,614.00 | 42 | 0.00 | 0 | 0.00 | 0 | 4,614.00 | 42 |
| DSC | Driver's Safety Course Fee (CCP 45.0511(f1)) | 9.90 | 2 | 0.00 | 0 | 0.00 | 0 | 9.90 | 2 |
| FA | Fugitive Apprehension | 5.00 | 1 | 0.00 | 0 | 0.00 | 0 | 5.00 | 1 |
| FNTC1 | Child Safety Seat Fine Trauma Center | 548.15 | 10 | 0.00 | 0 | 0.00 | 0 | 548.15 | 10 |
| IDF | Indigent Defense Fee (LGC 133.107) | 200.48 | 115 | 0.00 | 0 | 0.00 | 0 | 200.48 | 115 |
| JCD | Juvenile Crime & Delinquency | 0.50 | 1 | 0.00 | 0 | 0.00 | 0 | 0.50 | 1 |
| JCPT | Judicial Court Personnel | 2.00 | 1 | 0.00 | 0 | 0.00 | 0 | 2.00 | 1 |
| JCTF | Justice Court Technology Fee (CCP 102.0173) | 418.72 | 120 | 0.00 | 0 | 0.00 | 0 | 418.72 | 120 |
| JFR | Jury Reimbursement Fee (CCP 102.0045) | 400.95 | 115 | 0.00 | 0 | 0.00 | 0 | 400.95 | 115 |
| JTP | Juvenile Truancy Program (CCP 102.0174) | 493.41 | 114 | 0.00 | 0 | 0.00 | 0 | 493.41 | 114 |
| JTPDC | Juvenile Truancy Prev/Diversion Due to County (CCP 102.015) | 87.22 | 102 | 0.00 | 0 | 0.00 | 0 | 87.22 | 102 |
| JTPDS | Juvenile Truancy Prev/Diversion Due to State (CCP 102.015) | 87.22 | 102 | 0.00 | 0 | 0.00 | 0 | 87.22 | 102 |
| JUSFC | Judicial Support Fund - County (LGC 133.105) | 57.17 | 110 | 0.00 | 0 | 0.00 | 0 | 57.17 | 110 |
| JUSFS | Judicial Support Fund - State (LGC 133.105) | 541.36 | 115 | 0.00 | 0 | 0.00 | 0 | 541.36 | 115 |
| LT10 | Overpayments < $10 | 1.00 | 1 | 0.00 | 0 | 0.00 | 0 | 1.00 | 1 |

# Payment Report - Fee Code Summary



Transaction Date: **03/01/2022 - 03/31/2022** Case Categories: **Criminal**
Locations: **JP3**

Payment Type: **Cash Bond Deposit; E-Filing 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) | 5.76 | 65 | 0.00 | 0 | 0.00 | 0 | 5.76 | 65 |
| OMNI | OMNI Fee | 261.48 | 53 | 0.00 | 0 | 0.00 | 0 | 261.48 | 53 |
| OMNIC | OMNI Fee - County | 174.28 | 53 | 0.00 | 0 | 0.00 | 0 | 174.28 | 53 |
| OMNIS | OMNI Fee - State | 871.48 | 53 | 0.00 | 0 | 0.00 | 0 | 871.48 | 53 |
| SFC3 | Service/Arrest Fee - Const. 3 | 80.00 | 15 | 0.00 | 0 | 0.00 | 0 | 80.00 | 15 |
| SFMCWV | State Fine - Motor Carrier Weight Violation | 784.50 | 11 | 0.00 | 0 | 0.00 | 0 | 784.50 | 11 |
| SFOC | Service Fee - Out of County | 5.00 | 1 | 0.00 | 0 | 0.00 | 0 | 5.00 | 1 |
| STF | State Traffic Fee (TC 542.4031) | 1,081.96 | 41 | 0.00 | 0 | 0.00 | 0 | 1,081.96 | 41 |
| TPC | Time Payment Fee - County | 27.28 | 5 | 0.00 | 0 | 0.00 | 0 | 27.28 | 5 |
| TPS | Time Payment Fee - State | 46.60 | 7 | 0.00 | 0 | 0.00 | 0 | 46.60 | 7 |
| TPWF | Texas P&W Fine | 371.05 | 8 | 0.00 | 0 | 0.00 | 0 | 371.05 | 8 |
| UFA | Uniform Traffic Act (TC 542.403) | 111.21 | 43 | 0.00 | 0 | 0.00 | 0 | 111.21 | 43 |
| WARC3 | Warrant Fee - Constable Pct. 3 | 1,322.73 | 31 | 0.00 | 0 | 0.00 | 0 | 1,322.73 | 31 |
| WCSO | Williamson County Sheriff | 360.00 | 8 | 0.00 | 0 | 0.00 | 0 | 360.00 | 8 |
| WFDPS | Warrant Fee - DPS | 680.17 | 15 | 0.00 | 0 | 0.00 | 0 | 680.17 | 15 |

| Fee Code Summary Totals | Gross | | Positive Adjustments | | Negative Adjustments | | Net | |
|---|---|---|---|---|---|---|---|---|
| | Amount | Number | Amount | Number | Amount | Number | Amount | Number |
| | 103,689.11 | 2,655 | 0.00 | 0 | 0.00 | 0 | 103,689.11 | 2,655 |

**Commissioners Court - Regular Session** **10.**

**Meeting Date:** 04/19/2022

Nomination for the March 21st, 2022 Severe Weather Long Term Recovery Committee Chair

**Submitted By:** Michael Shoe, Emergency Management

**Department:** Emergency Management

**Agenda Category:** Consent

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## Information

### Agenda Item

Discuss, consider, and take appropriate action on approving Mr. Jake Isbell as the March 21st, 2022, Long Term Recovery Committee Chair.

### Background

To help residents affected by the severe weather experienced in the county on March 21st, 2022, a Long Term Recovery Committee will be formed with Mr. Jake Isbell nominated to serve as the Long Term Recovery Committee Chair. Mr. Isbell will organize and coordinate the different government agencies, private businesses, and other organizations in helping residents recover from the declared disaster on March 21st, 2022.

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## Fiscal Impact

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

## Attachments

*No file(s) attached.*

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## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Becky Pruitt | 04/14/2022 09:02 AM |
| Form Started By: Michael Shoe | | Started On: 04/13/2022 07:05 PM |
| Final Approval Date: 04/14/2022 | | |

**Commissioners Court - Regular Session** **11.**

**Meeting Date:** 04/19/2022

Heath Eng - Carlin Case

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

**Department:** County Judge

**Agenda Category:** Consent

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**Information**

**Agenda Item**

Discuss, consider and take appropriate action regarding the engagement of the law firm of Bickerstaff Heath Delgado Acosta LLP to represent Williamson County and Christopher Davis, in his official capacity as Elections Administrator of Williamson County, in Cause No. 2022CI0574; Chris Noel Carlin v. Jacquelyn F. Callanen, et al.; 408th District Court, Bexar County, Texas; and other legal services assigned or requested, only if the scope of which is confirmed by the Williamson County Commissioners Court or its Office of General Counsel; and exemption of these services from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personal or professional services, as set forth under Tex. Loc. Gov't Code § 262.024(a)(4).

**Background**

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**Fiscal Impact**

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

**Attachments**

Heath Engagement - Carlin Case

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Becky Pruitt | 04/13/2022 02:59 PM |
| Form Started By: Hal Hawes | | Started On: 04/13/2022 02:56 PM |
| Final Approval Date: 04/13/2022 | | |

# Bickerstaff Heath Delgado Acosta LLP

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

## ENGAGEMENT AGREEMENT

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

Identity of Client. We will be representing the interests of Williamson County and Christopher J. Davis, in his official capacity as Elections Administrator of Williamson County.

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

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

Fees for Legal Services. Our charges for professional services are customarily based on the time devoted to the matter, the novelty and difficulty of the questions presented, the requisite experience, reputation and skill required to deal with those questions, time limitations imposed by the circumstances, and the amount involved and the results obtained. Unless otherwise indicated in writing, our fees for legal services are determined on the basis of the hourly rates of the respective lawyers and other timekeepers who perform the services. These rates vary depending on the expertise and experience of the individual. We adjust these rates annually, increasing them to reflect experience, expertise, and current economic conditions. We will notify you in writing if this fee structure is modified. The initial agreed billing rates for attorneys and other timekeepers engaged on your work are attached as Exhibit B.

Other Charges. All out-of-pocket expenses (such as copying charges, travel expenses, messenger expenses, filing and other court costs, and the like) incurred by us in connection with our representation of you will be billed to you as a separate item on your statement. A description of the most common expenses is included as Exhibit C and agreed to as part of this agreement.

Billing Procedures and Terms of Payment. Our billing period begins on the 16th of the month and ends on the 15th of the following month. We will render periodic invoices to you for legal services and expenses. We usually mail these periodic invoices on or before the last day of the month following the latest date covered in the statement. Each invoice is due upon receipt, must be paid in U.S. Dollars, and is considered delinquent if not paid in full within 30 days of its stated date. Payment must be made to the Firm at 3711 S. MoPac Expressway, Building One, Suite 300, Austin, Texas, 78746. We will include all information reasonably requested by you on all invoices and will reference any purchase order number provided by you. Payment and interest, if any, will comply with the Prompt Payment Act (Texas Government Code Chapter 2251), if applicable, for any final invoices. If you have any question or disagreement about any invoice that we submit to you for payment, please contact me at your earliest convenience so that we can resolve any problems without delay. Typically, such questions or disagreements can be resolved to the satisfaction of both sides with little inconvenience or formality.

Termination of Services. You have the right at any time to terminate our employment upon written notice to us, and if you do we will immediately cease to render additional services. We reserve the right to discontinue work on pending matters or terminate our attorney-client relationship with you at any time that payment of your account becomes delinquent, subject to Court approval if necessary. In the event that you fail to follow our advice and counsel, or otherwise fail to cooperate reasonably with us, we reserve the right to withdraw from representing you upon short notice, regardless of the status of your matter. No termination, whether by you or by us, will relieve you of the obligation to pay fees and expenses incurred prior to such termination.

Retention of Documents. Although we generally attempt to retain for a reasonable time copies of most documents in the possession of this Firm related to the matter(s) described in Exhibit A, we are not obligated to do so indefinitely, and we hereby expressly disclaim any responsibility or liability for failure to do so. We generally attempt to furnish copies of all documents and significant correspondence to you at the time they are created or received, and you agree to retain all originals and copies of documents you desire among your own files for future reference. This document serves as notice to you that we will destroy such materials in accordance with the Firm's record retention policy, which may be amended from time to time and a copy of which will be provided at your request. It is our Firm's policy to destroy all copies, whether in paper or electronic form, of materials in connection with the representation seven (7) years after the completion of our work relating to this engagement or the completion of a particular project under this engagement, unless and to the extent an exception recognized in our document retention policy or other legal requirement applies to some or all of the subject materials and requires retention for a longer period of time. The Firm also reserves the discretion to retain its records of pertinent documents relating to its ongoing representation of a client, e.g. in a general counsel capacity. If you would like to obtain copies of materials in the Firm's possession related to this matter prior to the scheduled destruction of the materials, please notify the Firm. Because you will have been furnished with copies of all relevant materials contained in our files during the course of the active phase of our representation, if you later ask us to retrieve and deliver materials contained in a file that has been closed, you agree that we will be entitled to be paid a reasonable charge for the cost of retrieving the file, and identifying, reproducing, and delivering the requested materials to you.

Fee Estimates. We are often requested to estimate the amount of fees and costs likely to be incurred in connection with a particular matter. Our attorneys do their best to estimate fees and expenses for particular matters when asked to do so. However, an estimate is just that, and the fees and expenses required are ultimately a function of many conditions over which we have little or no control, especially in litigation or negotiation situations where the extent of necessary legal services may depend to a significant degree upon the tactics of the opposition. Unless otherwise agreed in writing with respect to a specific matter, all estimates made by us will be subject to your agreement and understanding that such estimates do not constitute maximum or fixed-fee quotations and that the ultimate cost is frequently more or less than the amount estimated.

Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, United States of America, without giving effect to its choice of laws provisions. Venue of any case or controversy arising under or pursuant to this Agreement will be exclusively in Travis County, Texas, United States of America.

Standards of Professionalism and Attorney Complaint Information. Pursuant to rules promulgated by the Texas Supreme Court and the State Bar of Texas, we hereby advise you that the State Bar of Texas investigates and prosecutes complaints of professional misconduct against attorneys licensed in Texas. Information on the grievance procedures is available from the State Bar of Texas, and any questions you have about the disciplinary process should be addressed to the Office of the General Counsel of the State Bar of Texas, which you may call toll free at 1-800-932-1900.

Questions. If you have any questions from time to time about any aspect of our arrangements, please feel free to raise those questions. We want to proceed in our work for you with your clear and satisfactory understanding about every aspect of our billing and payment policies; and we encourage an open and frank discussion of any or all of the matters addressed in this agreement.

Acceptance of Terms. If this arrangement is acceptable to you, please sign the enclosed duplicate original of this agreement and return it and the required retainer to us at your earliest convenience. We truly appreciate the opportunity to be of service to you and look forward to working with you in a mutually beneficial relationship.

**AGREED TO AND ACCEPTED**

WILLIAMSON COUNTY

By:_____

_____
[Printed name]

Title:_____

Date:_____

BICKERSTAFF HEATH DELGADO ACOSTA LLP

By:_____

cc: Billing Department

# Exhibit A — Scope of Services

Bickerstaff Heath Delgado Acosta LLP

While we agree that in the future we may from time to time be employed on other matters, this agreement provides that our relationship is limited to representing and counseling you in connection with the following:

- Represent Williamson County and Christopher J. Davis, in his official capacity as Elections Administrator of Williamson County, in *Carlin v. Callanen* et al., No. 2022CI05704, in the 408th District Court of Bexar County, Texas.
- Other legal services assigned or requested, only if the scope of which is confirmed by you in writing at the time of assignment

Other legal services not assigned or requested, and confirmed in writing, are specifically not within the scope of our representation.

# Exhibit B — Billing Rates

Bickerstaff Heath Delgado Acosta LLP

| TIMEKEEPER | BILLING RATE |
|---|---|
| Albright, Stefanie | $345 |
| Arnold, Philip | $330 |
| Caputo, Cobby | $415 |
| Caroom, Doug | $425 |
| Dugat, Bill | $385 |
| Falk, Syd | $440 |
| Gonzalez, Vanessa | $370 |
| Heath, Bob | $480 |
| Katz, Joshua | $355 |
| Kimbrough, Chuck | $325 |
| Maxwell, Susan | $370 |
| Mendez, David | $425 |
| Mendez, Manuel | $425 |
| Rogers, Emily | $370 |
| Russell, Claudia | $370 |
| Seaquist, Gunnar | $355 |
| Than, Catherine | $370 |
| Weller, Steven | $370 |
| | |
| Kelley, Kimberly | $225 |
| Miller, Gregory | $305 |
| Robinson, Lori | $300 |
| | |
| Delgado, Hector | $425 |
| | |
| Legal Assistants/Specialists | $190 |
| McCall, Sherry | $240 |

# Exhibit C—Client Costs Advanced

Bickerstaff Heath Delgado Acosta LLP

The firm incurs expenses on behalf of clients only when required by the legal needs of the clients. Some cases or matters require extensive use of outside copy facilities, and other cases may not be so paper-intensive. Standard services handled within the firm are not charged, and client specific expenses are billed to the client needing those services. An explanation of the billing structure is as follows:

Not Charged

Secretarial and word processing time, routine postage, file setup, file storage, local or ordinary long distance charges, fax charges, and computerized legal research data charges.

Delivery Services

Outside delivery services are used for pickup and delivery of documents to the client as well as to courts, agencies, and opposing parties. Outside delivery fees are charged to the client at the rate charged to the firm. Overnight delivery services are also charged at the rate charged to the firm. Firm Office Services Department personnel may provide delivery service in urgent situations and charges for such in-house service will not exceed the charge that would be made by an outside service in a similar situation.

Postage

Our postal equipment calculates exact U.S. postage for all sizes and weights of posted material. The rate charged for postage is the same as the amount affixed to the material that is mailed. We will not charge clients for postage on routine correspondence; however, the cost of large-volume mail, certified mail, or other additional mail services will be charged to the client.

Copies and Prints

Our standard rate for black and white copies and prints made by firm personnel is $0.15 per page. Color copies and prints are charged at a standard rate of $0.55 per page. These charges cover paper, equipment costs, and other supplies. If savings can be realized within the required time frame by sending copy jobs to subcontractors, the firm uses only qualified legal services copiers and the cost charged to the client is the same as the amount billed to the firm.

Phone Charges

Only charges for conference calls or international calls are charged, and charges are billed at the same amount billed to the firm by the outside provider.

Travel

Attorney and other timekeeper time spent traveling on behalf of a client is billed to the client. Hotel, meals, local transportation, and similar expenses are charged based on receipts and travel expense forms submitted by the attorney. Documentation is available to the client if requested.

Maps

Maps produced in conjunction with a project will be billed at $50 for each 34 x 44 inch map and $20 for each smaller map, plus cost (time fees) for preparation.

Other Expenses

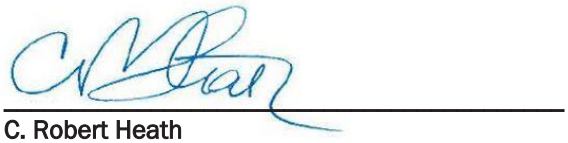
Expenses incurred with outside providers in connection with the client's legal services will be paid by the client directly to the outside provider unless specifically arranged in advance. If the firm agrees to pay outside providers, the cost charged to the client is the same as the amount billed to the firm. Examples of such charges include: court reporter fees, filing fees, newspaper charges for publication notices, expert witness fees, consultants and other similar expenses.

# Exhibit D—Verification Required by Texas Government Code Chapter 2270

Bickerstaff Heath Delgado Acosta LLP

By signing below, Bickerstaff Heath Delgado Acosta LLP hereby verifies the following:

1. The Firm does not boycott Israel; and
2. The Firm will not boycott Israel during the term of this Engagement Agreement.

SIGNED BY: 

C. Robert Heath
April 13, 2022

This Verification is incorporated and made a part of the Engagement Agreement between Bickerstaff Heath Delgado Acosta LLP and Williamson County.

**Commissioners Court - Regular Session** **12.**

**Meeting Date:** 04/19/2022

Purchase of Kennels from Shore-line for the Animal Shelter

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

**Department:** Purchasing

**Agenda Category:** Consent

## Information

### Agenda Item

Discuss, consider and take appropriate action on approving the purchase of Kennels from Shore-line in the amount of $4,902.18 for the Williamson County Regional Animal Shelter, and authorizing execution of the quote.

### Background

Approval of this item will support the operations of the Williamson County Regional Animal Shelter. Quote is attached that outlines the details of the kennels to be purchased. Legal, contract audit and budget have reviewed this purchase. This expenditure will be charged to 01.0546.0546.003670. Department contact is Linda Gunter and Misty Valenta.

## Fiscal Impact

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

## Attachments

Shor-line Kennel Quote

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing (Originator) | Joy Simonton | 04/14/2022 09:07 AM |
| County Judge Exec Asst. | Becky Pruitt | 04/14/2022 09:30 AM |
| Form Started By: Erica Smith | | Started On: 04/13/2022 03:19 PM |
| Final Approval Date: 04/14/2022 | | |

**QUOTE:** [redacted]

# SHOR-LINE SINCE 1927

**DATE:** 4/13/22


511 OSAGE AVE. KANSAS CITY KS 66105
913 281 1500 Fax 913-281-5339
Email:


**Schroer Manufacturing Company**

| ORIGINATOR | BILLING ADDRESS | SHIP TO ADDRESS |
|---|---|---|
| Salesperson: DOUG NIETFELD | Name: 01000834 | Name: 01000834 |
| Email: DOUGN@SHOR-LINE.COM | WILLIAMSON CTY REG AN SHELTER | WILLIAMSON COUNTY REG ANIMAL |
| Cell #: 785-633-4038 | 1855 SE INNER LOOP | 1855 SE INNER LOOP |
| Entered By: Christopher Garlick - Inside Sales | GEORGETOWN TX 78626-6344 | GEORGETOWN TX 78626-6344 |
| Terms: NET 30 | 78626-6344 | |

| FREIGHT CHARGES: | | | | ADDITIONAL CONTACTS | |
|---|---|---|---|---|---|
| Truckload: | ☐ | Next Day Del. | ☐ | Name: MISTY | Name: MISTY |
| Prepaid Dest: | ☐ | 2nd Day Del. | ☐ | Phone: 512-943-3597 | Phone: 512-943-3597 |
| Prepaid Add: | ☐ | Standard Grnd | ☐ | | |
| Cust. Pickup: | ☐ | Deliver: | ☐ | | |

| CALL BEFORE: | | | | |
|---|---|---|---|---|
| Shipping: | ☐ | Liftgate Truck | ☒ | $75 |
| Delivery: | ☒ | Inside Delivery | ☒ | $125 |
| Extra Labor to Unload: | ☐ | | | |
| White Glove: | ☐ | | | |

**ORDERS OVER $5,000 REQUIRE SIGNED ACKNOWLEDGEMENT & DEPOSIT/PRE-PAYMENT**

SALES TAX WILL BE COLLECTED IF APPLICABLE AND MAY NOT BE CALCULATED ON QUOTES

PRICES GUARANTEED 30 DAYS FROM DATE OF QUOTE

**ESTIMATED LEAD TIME WILL BE PROVIDED AFTER FINAL ACCEPTANCE**

| LINE# | PART NO | QTY | DESCRIPTION | UNIT PRICE | TOTAL |
|---|---|---|---|---|---|
| 1 | 902.2424.500 | 3.00 | KENNEL,24X24,TYPE 3,RH PORTHLE | 614.00 | 1842.00 |
| | | | REAR RIGHT HAND PORTHOLE | | |
| 4 | 902.2424.501 | 3.00 | KENNEL,24X24,TYPE 3,LH PORTHLE | 614.00 | 1842.00 |
| | | | REAR LEFT HAND PORTHOLE | | |
| 7 | 902.0000.30 | 3.00 | Kat Portal | 92.00 | 276.00 |
| 10 | 702.4800.07 | 1.00 | PLATFORM,FOR SS KENNELS,48"L | 187.00 | 187.00 |
| | | | MOBILE/STATIONARY | | |
| 13 | 086.5012.11 | 4.00 | CASTER,5.0 DIA,W/BRAKE,PS Stem | 37.00 | 148.00 |
| | NOTES: | | | | |
| | CALL B4 DELIVERY | | | | |
| | MISTY 512-943-3597 | | | | |
| | LIFT GATE | | | | |
| | | | Continued Next Page..... | | |

**Important:**

- All quotes are subject to acceptance by Shor-Line.
- Quotes may not be cancelled, changed, or re-scheduled without written consent. (Change Quote Request required) Custom quotes/orders cannot be cancelled after signoff.
- Shor-Line's delivery dates are estimates and Shor-Line is not responsible for any delays in delivery.
- Customer is responsible for all shipping, freight/handling, and delivery charges and all LTL shipments are tailgate delivered unless otherwise specified in writing.
- All Quotes are subject to Shor-Line's Terms and Conditions which are available in Shor-Line's catalog or at www.shor-line.com/customer-service/billing-terms/terms-and-conditions/

| | |
|---|---|
| Sub Total | 4295.00 |
| Equipment Total | 4295.00 |
| Sales Tax Rate | % |
| Sales Tax Amount | |
| Shipping & Handling | 607.18 |
| **Grand Total** | 4902.18 |

Customer Signature: _____ Date: _____


**The information contained in this document is intended for the sole confidential use of the designated recipients and may contain confidential and proprietary information.**

QUOTE: [redacted]

SHOR-LINE SINCE 1927

DATE: 2/22/22

Schroer Manufacturing Company

| SALESPERSON | CUSTOMER |
|---|---|
| Name: DOUG NIETFELD | Name: WILLIAMSON CTY REG AN SHELTER |

PAGE 2 - ADDITIONAL INFORMATION

| LINE# | PART NO | QTY | DESCRIPTION | UNIT PRICE | TOTAL |
|---|---|---|---|---|---|
| | INSIDE ASSIST | | | | |
| | **$150.00 Charge for FOB Destination Up-Charge per customer request | | | | |
| | included in freight costing.-DN | | | | |

Initial: _____

QUOTE: [redacted]

SHOR-LINE SINCE 1927

DATE: 2/22/22

Schroer Manufacturing Company

| SALESPERSON | CUSTOMER |
|---|---|
| Name: DOUG NIETFELD | Name: WILLIAMSON CTY REG AN SHELTER |

PAGE 3 – COMMENTS

This Quote is provided solely for Customers' convenience and does not constitute an offer to contract or an order. Likewise, Shor-Line's website, price lists, catalogue and related materials are for informational purposes only and do not constitute an offer to sell or contract.

This Quote is only for the products listed and will remain effective for 30 days from the date hereof. Any other products, materials and services are specifically excluded. All prices in this Quote are F.O.B. Shor-Line's factory and unless otherwise specified are exclusive of freight, duty, installation, delivery charges and any city, state, local or federal tax. Customer would be responsible for any such taxes although sales tax will be collected at the point of sale on shipments to the following states: California, Florida, Georgia, Illinois, Indiana, Kansas, Massachusetts, Missouri, Nevada, New York, Texas, Utah, and Washington.

Customer may submit an order for the goods described in the Quote, but in doing so shall have agreed to purchase the goods in accordance with Shor-Line's TERMS AND CONDITIONS, which can be found at **www.shor-line.com/customer-service/billing-terms/terms-and-conditions/**. Any such order shall be subject to and effective only upon acceptance and approval at Shor-Line's offices in Kansas City, Kansas as evidenced by Shor-Line's issuance of an Order Acknowledgment or Invoice. The acceptance of all orders and related payment terms require approval by Shor-Line's Credit Department.

Processing of a Customer's order and the manufacture of products will not begin until all signed documents are provided, applicable approvals are obtained, and deposits are received. Additional documentation bearing the Customer's signature will be required for all run products and special or custom products including: (1) Order Acknowledgement, (2) Letter of Approval, and (3) Drawings and /or Blueprints. Once a quote is accepted, it will be converted to an order and approved by Shor-Line, any changes requested by the Customer will require a written Change Order and may result in additional charges and delayed delivery. Cancellation of orders will not be accepted once manufacture of products has begun.

Once an order is accepted and approved by Shor-Line, the anticipated time for completion of a Customer's order can be projected based on then quoted lead times. However, such dates are nonbinding estimates and time shall not be of the essence. Custom orders usually require at least 10-12 weeks for completion after all signed documents, deposits and approvals are obtained by Shor-Line. If shipment of an order is delayed by the Customer more than 2 weeks beyond the estimated completion/ship date, the Customer will be responsible for paying storage fees and 90% of the Customer's balance to Shor-Line.

All LTL shipments are tailgate delivered and Customer is responsible for unloading of the product unless other arrangements are agreed to by Shor-Line in writing. Additional charges will apply for offloading assistance. Customer pickups are subject to handling fees and local taxes. The customer is responsible for inspecting all product for external and concealed damage. The Customer and/or their contractor will be responsible for set up and installation including required fittings, fasteners or mounting materials. This would include complying with any and all state, local and federal plumbing and electrical requirements. Shor-Line can provide contact information for recommended third party installers. Shor-Line does not provide installation.

All products being returned for any reason or delivered for repair service (whether or not pursuant to Shor-Line's Limited Warranty) must receive advance authorization from Shor-Line. Customer must contact Shor-Line's Technical Service Department at 1-800-444-1579 to receive a return authorization. Custom orders cannot be returned. All products returned, except for warranty service pursuant to Shor-Line's Product Satisfaction Policy will be subject to a minimum 15% restocking charge. Customer must return products in original condition. Customer will be responsible for all returning freight charges. Customer must report any damaged (external and or concealed) products on the Bill of Lading and notify Shor-Line of the damage.

~~**Payment Options:** Standard payment terms without approved credit are 1) 50% non-refundable deposit due at the time of order acceptance and 50% prior to shipping. 2) 2% cash discount if payment is received in full within 10 days (check, transfer or money orders only and discount does not apply to freight, taxes or installation). Terms available with approved credit are: 1) 25% down payment at the acceptance of your order and the balance is due Net 30 Days; 2) 3-3-3 Plan, 1/3 is due at acceptance of the order, 1/3 is due Net 30 Days and the balance is due Net 60 Days; or 3) Credit Card payments are acceptable excluding option #2 (Visa, MasterCard and Discover). Provide your payment option at time of order.~~

**Initial:** _____

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

**Commissioners Court - Regular Session** **13.**

**Meeting Date:** 04/19/2022

Authorize Agreement for Real Time System Support Guard1 by TimeKeeping Systems, Inc. for the Juvenile Services Department

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

**Department:** Purchasing

**Agenda Category:** Consent

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## Information

### Agenda Item

Discuss, consider and take appropriate action on approving an agreement between Williamson County and Guard1 by TimeKeeping Systems, Inc. for Annual Support & Hosting, SQL Express System in the not-to-exceed amount of $11,385.75 for the three (3) year term starting May 10, 2022- May 09, 2025, utilizing Co-op contract DIR-CPO-4779, and authorizing the execution of this agreement.

### Background

This platform supports the Juvenile Services Department with functionality for headcount, movement, room checks, tours, observations, handouts, activities and well checks. Annual support, hosting and SQL Express Systems is provided for a period of three (3) years per the quote. Funding Source 01.0100.0576.003011, Computer Software. Department point of contact is Ashley Culin with the Juvenile Services Department.

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## Fiscal Impact

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

## Attachments

Agreement

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## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing (Originator) | Joy Simonton | 04/13/2022 01:13 PM |
| County Judge Exec Asst. | Becky Pruitt | 04/13/2022 01:44 PM |
| Form Started By: Kim Chappius | | Started On: 04/08/2022 12:39 PM |
| Final Approval Date: 04/13/2022 | | |

GUARD1 by TimeKeeping Systems | Protecting lives and reputations

TimeKeeping Systems, Inc.
30700 Bainbridge Road
Solon, Ohio 44139
Phone 216-595-0890
Fax 216-595-0991
Federal Tax ID #34-1530120

April 8, 2022

Roberto Lopez
Supervisor
Williamson County Juvenile Justice Ctr
200 Wilco Way
Georgetown, TX 78626

Dear Mr. Lopez:

Thank you for your interest in our products and for the opportunity to present you with the following pricing information:

**Quote Number:** 10-220408-102753

**DIR Contract Quote per DIR Contract # DIR-CPO-4779**

**Guard1 (3) Year Support Renewal**

| Qty. | Part Number | Description | Disc. | Price | Total |
|---|---|---|---|---|---|
| 3 | G1RT-CLOUD | Annual Support & Hosting, SQL Express systems | 5% | 3995.00 | 11385.75 |
| | | | | **Total** | **$11385.75** |

***Terms are Net 30 Days. FOB Solon, Ohio.***

***Sales tax* and shipping charges may apply. This quote is valid for seven days from the date above. Due to supply disruptions resulting from the global pandemic, delivery commitments are made on a best effort basis only.***

All sales are subject to TimeKeeping Systems' Terms and Conditions of Sale, at https://www.guard1.com/about/privacy-policy/#terms-and-conditions-of-sale.

* TimeKeeping Systems collects sales tax when shipping to CA, FL, IL, KY, MN, OH, PA, TX, and WI.

New customers: If your organization is tax exempt (and we are shipping to one of the states listed above) please provide a tax exemption certificate with your first order.

If you have any further questions, or if there is anything else I can do to help you make your decision, please let me know.

Sincerely,

Nicole Clark
Midwest Regional Sales Manager
216-595-0890 ext. 128

CamScanner

**Commissioners Court - Regular Session** **14.**

**Meeting Date:** 04/19/2022

Amendment No. 1 to Rifeline Public Involvement Services

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

**Department:** Purchasing

**Agenda Category:** Consent

## Information

### Agenda Item

Discuss, consider and take appropriate action on an Amendment No. 1 to the Public Involvement Services Agreement between Williamson County and Rifeline, LLC.

### Background

Article VII of Texas Water Development Board Agreement the County is a party to requires that all subcontracts executed and issued by the County, such as the Agreement between County and Rifeline, include specific provisions and, thus, the Agreement must be amended to incorporate such provisions. No other provisions of the agreement are being amended. This will enable the County to pay Rifeline from awarded grant funds. Point of Contact is Kim Scherer.

## Fiscal Impact

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

## Attachments

Amendment

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing (Originator) | Joy Simonton | 04/13/2022 04:19 PM |
| County Judge Exec Asst. | Becky Pruitt | 04/14/2022 08:58 AM |
| Form Started By: Andrew Portillo | | Started On: 04/06/2022 10:37 AM |
| Final Approval Date: 04/14/2022 | | |

# AMENDMENT NO. 1
# TO
# PUBLIC INVOLVEMENT SERVICES AGREEMENT

THIS AMENDMENT NO. 1 to that certain Public Involvement Services Agreement is by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Rifeline, LLC (the "Firm").

WHEREAS, the County and the Firm executed the Public Involvement Services Agreement dated effective March 26, 2019 (the "Agreement");

WHEREAS, various services to be provided under the Agreement by Firm are for a regional floodplain study (Floodplain Maps Update – Atlas 14 Mapping) for a particular project area in Williamson County, Texas, as set out in a Contract between the Texas Water Development Board and Williamson County [TWDB Commitment No. GN1001290] (the "TWDB Agreement"); and,

WHEREAS, Article VII of TWDB Agreement that the County is a party to requires that all subcontracts executed and issued by County, such as the Agreement between County and Firm, include specific provisions and, thus, the Agreement must be amended to incorporate such provisions; and,

WHEREAS, pursuant to Section 11.12 of the Agreement, the terms of the Agreement may be modified by a written fully executed amendment;

WHEREAS, it has become necessary to amend the Agreement.

**AGREEMENT**

NOW, THEREFORE, premises considered, the County and the Firm agree that the Agreement is amended as follows:

The following provision shall be added as Section 11.13 of the Agreement:

11.13 **TWDB Agreement Terms.**

1. Firm agrees and acknowledges that it is subject to all applicable requirements of the TWDB Agreement and Firm adopts, by reference, the requirements of Article VII of the TWDB Agreement for this Agreement.
2. Firm agrees this Agreement is subject to audit by the Texas State Auditor's Office, and Firm must cooperate with any request for information from the Texas State Auditor, as further described in Section II, Article X, Paragraph 1K of the TWDB Agreement;

3. Firm agrees that payments under this Agreement are contingent upon appropriation of funds by the Texas Legislature, as further described in Section II, Article X, Paragraph 1C of the TWDB Agreement;
4. Firm agrees that ownership of data, materials and work papers, in any media, that is gathered, compiled, adapted for use, or generated by Firm or County will become data, materials and work owned by TWDB and Firm will have no proprietary rights in such data, materials and work papers, except as further described in Section II, Article V of the TWDB Agreement;
5. Firm agrees that Firm must keep timely and accurate books and records of accounts according to Generally Accepted Accounting Principles;
6. Firm agrees that Firm is solely responsible for securing all required licenses and permits from local, state and federal governmental entities and solely responsible for obtaining sufficient insurance in accordance with the general standards and practices of the industry or governmental entity; and
7. Firm agrees that Firm is an independent contractor and TWDB has no liability resulting from any failure of Firm that results in breach of contract, property damage, personal injury or death.

All other terms of the Agreement are unchanged and will remain in full force and effect.

**IN WITNESS WHEREOF,** the County and the Firm have executed this Amendment No. 1, in duplicate, to be effective as of December 14, 2021.

| **FIRM:** | **COUNTY:** |
|---|---|
| **Rifeline, LLC** | **Williamson County, Texas** |
| By: _____ | By: _____ |
| Signature | Signature |
| Lynda Rife | |
| _____ | _____ |
| Printed Name | Printed Name |
| President | |
| _____ | _____ |
| Title | Title |
| 03/28/2022 | |
| _____ | _____ |
| Date | Date |

**Commissioners Court - Regular Session** **15.**

**Meeting Date:** 04/19/2022

Authorize Revised Contract Documents with Dell, Inc. for removal of assets IT Department

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

**Department:** Purchasing

**Agenda Category:** Consent

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## Information

### Agenda Item

Discuss, consider and take appropriate action on approving revised contract document(s) for Dell, Inc. to retrieve retired assets approved by the Commissioners Court on November 17, 2020, under agenda Item #60, to add updated location information.

### Background

This item is related to the buyback of the Dell Compellent storage solutions that was previously approved in November 2020. Due to some location information that changed on the transfer letters, the documents need to be re-signed. The terms of the buyback are unchanged. The equipment has already been taken out of production and is awaiting pick up by Dell, Inc. Documents for Transfer of Title attached. Department point of contact is Richard Semple.

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## Fiscal Impact

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

## Attachments

ESOC document

Justice document

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## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing (Originator) | Joy Simonton | 04/13/2022 01:42 PM |
| County Judge Exec Asst. | Becky Pruitt | 04/13/2022 01:44 PM |
| Form Started By: Brenda Fuller | | Started On: 04/12/2022 03:16 PM |
| Final Approval Date: 04/13/2022 | | |

**4/11/2022**

Attention: Coty Spengler

**RE:** Williamson County, Texas Technology Refresh

Dear Coty Spengler,

Please accept this letter as an irrevocable confirmation that the Assets detailed below will be returned to EMC Corporation, Dell Inc. or one of its affiliates ("you") at the Location noted below, and that on the date you collect the Assets, Williamson County, Texas shall transfer to you full legal title in the Assets, free from any third party rights or security interests, as part of the technology refresh project.

Williamson County, Texas confirms that the Assets are in good working order and that prior to the date of collection, Williamson County, Texas shall completely and permanently erase all personal information, proprietary information and confidential data from the Assets in a manner that does not degauss or damage the Assets.

Williamson County, Texas will continue to fully ensure the Assets until they have been removed by you from the Location.

The date of collection shall be on or before 4/29/2022

Details of Assets are as below:

| Serial Number | Manufacturer | Model | Capacity | Specification | Location |
|---|---|---|---|---|---|
| 9YSM282 | Dell | FS8600 | 0 | FS8600 | ESOC: 911 TRACY CHAMBERS LN GEORGETOWN, TX 78626 |
| 94JB382 | Dell | SC9000 | 66.906 | SC9000 | ESOC: 911 TRACY CHAMBERS LN GEORGETOWN, TX 78626 |
| 94K4382 | Dell | SC9000 | 66.906 | SC9000 | ESOC: 911 TRACY CHAMBERS LN GEORGETOWN, TX 78626 |
| H2D4282 | Dell | SC420 | 66.906 | SC420 | ESOC: 911 TRACY CHAMBERS LN GEORGETOWN, TX 78626 |
| 94H6382 | Dell | SC400 | 66.906 | SC400 | ESOC: 911 TRACY CHAMBERS LN GEORGETOWN, TX 78626 |
| 94H7382 | Dell | SC400 | 66.906 | SC400 | ESOC: 911 TRACY CHAMBERS LN GEORGETOWN, TX 78626 |
| 94H9382 | Dell | SC400 | 66.906 | SC400 | ESOC: 911 TRACY CHAMBERS LN GEORGETOWN, TX 78626 |
| 94J4382 | Dell | SC400 | 66.906 | SC400 | ESOC: 911 TRACY CHAMBERS LN GEORGETOWN, TX 78626 |
| 94J5382 | Dell | SC400 | 66.906 | SC400 | ESOC: 911 TRACY CHAMBERS LN GEORGETOWN, TX 78626 |
| 94H8382 | Dell | SC400 | 66.906 | SC400 | ESOC: 911 TRACY CHAMBERS LN GEORGETOWN, TX 78626 |
| 58XDXG2 | Dell | SC400 | 66.906 | SC400 | ESOC: 911 TRACY CHAMBERS LN GEORGETOWN, TX 78626 |
| 58XFXG2 | Dell | SC400 | 66.906 | SC400 | ESOC: 911 TRACY CHAMBERS LN GEORGETOWN, TX 78626 |
| BKPX0T2 | Dell | SC400 | 72 | SC400 | ESOC: 911 TRACY CHAMBERS LN GEORGETOWN, TX 78626 |

Internal Use - Confidential

| | | | | | |
|---|---|---|---|---|---|
| BKPY0T2 | Dell | SC400 | 72 | SC400 | ESOC: 911 TRACY CHAMBERS LN GEORGETOWN, TX 78626 |
| BTZ7H13 | Dell | SC400 | 72 | SC400 | ESOC: 911 TRACY CHAMBERS LN GEORGETOWN, TX 78626 |
| 94HB382 | Dell | SC400 | 66.906 | SC400 | ESOC: 911 TRACY CHAMBERS LN GEORGETOWN, TX 78626 |

Within 5 days, we will write to confirm the appropriate details for collection and inform you of any security implications in the collection process.

Yours sincerely,

(Customer's Personnel signature)
Williamson County, Texas

Internal Use - Confidential

**4/11/2022**

Attention: Coty Spengler

**RE:** Williamson County, Texas Technology Refresh

Dear Coty Spengler,

Please accept this letter as an irrevocable confirmation that the Assets detailed below will be returned to EMC Corporation, Dell Inc. or one of its affiliates ("you") at the Location noted below, and that on the date you collect the Assets, Williamson County, Texas shall transfer to you full legal title in the Assets, free from any third party rights or security interests, as part of the technology refresh project.

Williamson County, Texas confirms that the Assets are in good working order and that prior to the date of collection, Williamson County, Texas shall completely and permanently erase all personal information, proprietary information and confidential data from the Assets in a manner that does not degauss or damage the Assets.

Williamson County, Texas will continue to fully insure the Assets until they have been removed by you from the Location.

The date of collection shall be on or before 4/29/2022

Details of Assets are as below:

| Serial Number | Manufacturer | Model | Capacity (RAW TB) | Specification | Location |
|---|---|---|---|---|---|
| 79XM282 | Dell | FS8600 | 0 | FS8600 | 301 SE Innerloop, Georgetown, TX, 78620,US |
| 2LCM282 | Dell | SC9000 | 0 | SC9000 | 301 SE Innerloop, Georgetown, TX, 78620,US |
| 2LBS282 | Dell | SC9000 | 0 | SC9000 | 301 SE Innerloop, Georgetown, TX, 78620,US |
| CWP2282 | Dell | SC420 | 46 | SC420 | 301 SE Innerloop, Georgetown, TX, 78620,US |
| 2L9R282 | Dell | SC400 | 72 | SC400 | 301 SE Innerloop, Georgetown, TX, 78620,US |
| 2L9Q282 | Dell | SC400 | 72 | SC400 | 301 SE Innerloop, Georgetown, TX, 78620,US |
| 2L9P282 | Dell | SC400 | 72 | SC400 | 301 SE Innerloop, Georgetown, TX, 78620,US |
| 2LBP282 | Dell | SC400 | 72 | SC400 | 301 SE Innerloop, Georgetown, TX, 78620,US |
| 2LBN282 | Dell | SC400 | 72 | SC400 | 301 SE Innerloop, Georgetown, TX, 78620,US |
| 2LBM282 | Dell | SC400 | 72 | SC400 | 301 SE Innerloop, Georgetown, TX, 78620,US |
| 2L9S282 | Dell | SC400 | 72 | SC400 | 301 SE Innerloop, Georgetown, TX, 78620,US |

| | | | | | |
|---|---|---|---|---|---|
| 58XPXG2 | Dell | SC400 | 72 | SC400 | 301 SE Innerloop, Georgetown, TX, 78620,US |
| 58XNXG2 | Dell | SC400 | 72 | SC400 | 301 SE Innerloop, Georgetown, TX, 78620,US |
| 151VS13 | Dell | SC400 | 72 | SC400 | 301 SE Innerloop, Georgetown, TX, 78620,US |

Within 5 days, we will write to confirm the appropriate details for collection and inform you of any security implications in the collection process.

Yours sincerely,

(Customer's Personnel signature)
Williamson County, Texas

**Commissioners Court - Regular Session** **16.**

**Meeting Date:** 04/19/2022

Approval and Ratification of Equipment Lease with Safeware for Sheriff's Office

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

**Department:** Purchasing

**Agenda Category:** Consent

## Information

### Agenda Item

Discuss, consider and take appropriate action to ratify and approve ongoing equipment lease with Safeware with term through Nov 1, 2023, in the amount of $378,457.58, via U.S. Communities Co-op Contract #4400008468 to support operations of the Williamson County Sheriff's Office and record same into the minutes.

### Background

This equipment lease for the Sheriff's Office with Safeware started in 2019 for Stalker Radar equipment. The previous administration did not go through the Purchasing Department for the lease. Term to run Nov 1, 2019 thru Nov 1, 2023. Legal advised on this agenda item. Budget has reviewed this item. This expenditure is charged to 01.0100.2004.004623. Point of contact is Chief Pat Erickson.

## Fiscal Impact

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

## Attachments

Quotation

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing (Originator) | Joy Simonton | 04/07/2022 10:50 AM |
| County Judge Exec Asst. | Becky Pruitt | 04/07/2022 10:52 AM |
| Purchasing (Originator) | Joy Simonton | 04/13/2022 02:30 PM |
| Form Started By: Misty Brooks | | Started On: 04/06/2022 11:14 AM |
| Final Approval Date: 04/13/2022 | | |

Safeware®

# QUOTATION

4403 Forbes Blvd.
Lanham, MD 20706-4328
USA
301-683-1234
www.safewareinc.com

| Order Number | |
|---|---|
| | |
| Order Date | Page |
| 10/11/2019 14:16:00 | 1 of 2 |

Quote Expires On 12/31/2019

**Bill To:** **Customer ID:** 83466

Williamson County Sheriff Office
508 S Rock Street
Georgetown, TX 78626

512-943-1359

**Ship To:**

Williamson County Sheriff Office
508 S Rock Street
Georgetown, TX 78626

| *PO Number* | *Taker* | *Email* |
|---|---|---|
| Stalker Radar | Diana Mularky | dmularky@safewareinc.com |
| ***Freight Terms*** | ***Phone*** | ***Fax*** |
| Freight Paid | 303-322-3577 | 303-322-1992 |

| *Quantities* | | | | | *Item ID* | *Pricing UOM* | *Unit Price* | *Extended Price* |
|---|---|---|---|---|---|---|---|---|
| *Ordered* | *Allocated* | *Remaining* | *UOM* | *Disp.* | *Item Description* | |
| | | | *Unit Size* | | | *Unit Size* | | |

***Order Note:*** 48 month rental agreement. Monthly payment: $7884.54
All equipment provided under this agreement carries a 48 month comprehensive warranty
Term to run Nov 1, 2019 thru Nov 1, 2023

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| 110.00 | 0.00 | 110.00 | EA | | STL 805-0022-00 | EA | 2,675.94 | 294,353.40 |
| | | | | 1.0 | Dual - 2 Antenna Radar System | 1.0 | | |
| | | | | | Warranty 48 Mo | | | |
| 5.00 | 0.00 | 5.00 | EA | | STL 807-0001-00 | EA | 3,740.59 | 18,702.95 |
| | | | | 1.0 | DSR 2X Radar with Fast Lock Remote-Car | 1.0 | | |
| | | | | | Warranty 48 Mo | | | |
| 4.00 | 0.00 | 4.00 | EA | | STL 807-0006-00 | EA | 3,959.24 | 15,836.96 |
| | | | | 1.0 | DSR 2X Harley Davidson Package | 1.0 | | |
| | | | | | Warranty 48 Mo | | | |
| 4.00 | 0.00 | 4.00 | EA | | STL 807-0009-00 | EA | 3,959.24 | 15,836.96 |
| | | | | 1.0 | DSR 2X 2015 BMW 1200 RT-P Motorcycle | 1.0 | | |
| | | | | | Package, Warranty 48 Mo | | | |
| 11.00 | 0.00 | 11.00 | EA | | STL 803-0005-00 | EA | 1,902.45 | 20,926.95 |
| | | | | 1.0 | Stalker II Stationary Radar (SDR) | 1.0 | | |
| | | | | | Warranty 48 Mo | | | |
| 4.00 | 0.00 | 4.00 | EA | | STL 808-5041-00 | EA | 3,200.09 | 12,800.36 |
| | | | | 1.0 | Lidar XLR-C w/Bluetooth, Data Logging | 1.0 | | |
| | | | | | and FTC, Warranty 48 Mo | | | |
| 1.00 | 0.00 | 1.00 | EA | | USC | EA | 0.00 | 0.00 |
| | | | | 1.0 | U.S. Communities Contract #4400008468 | 1.0 | | |

Safeware®

# QUOTATION

4403 Forbes Blvd.
Lanham, MD 20706-4328
USA
301-683-1234
www.safewareinc.com

| Order Number | |
|---|---|
| | |
| Order Date | Page |
| 10/11/2019 14:16:00 | 2 of 2 |

Quote Expires On 12/31/2019

| Quantities | | | | | Item ID / Item Description | Pricing UOM / Unit Size | Unit Price | Extended Price |
|---|---|---|---|---|---|---|---|---|
| Ordered | Allocated | Remaining | UOM / Unit Size | Disp. | | | | |
| | | | | | Public Safety and Emergency Preparedness<br>Standard freight within continental US is paid, all<br>HAZMAT or expedited freight will be billed.<br>*Agency must be registered with U.S.<br>Communities at www.uscommunities.org | | | |

*Total Lines: 7*

| | |
|---|---|
| ***SUB-TOTAL:*** | 378,457.58 |
| ***TAX:*** | 0.00 |
| ***AMOUNT DUE:*** | **378,457.58** |

*Actual freight added per freight terms*

**Commissioners Court - Regular Session** **17.**

**Meeting Date:** 04/19/2022

Approval of Contract #T2585 Renewal #1 for Jail Pharmaceuticals with Westwood Pharmacy for the Jail

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

**Department:** Purchasing

**Agenda Category:** Consent

---

## Information

### Agenda Item

Discuss, consider and take appropriate action on authorizing the extension of Contract #T2585 Jail Pharmaceuticals, renewal option period #1, for the same pricing, terms and conditions as the existing contract with Westwood Pharmacy for the term of 4/19/22 - 4/18/23.

### Background

This is the first (1) renewal period for this contract. The Williamson County Jail Department requests this renewal and submitted a Vendor Performance Report (VPR) stating the vendor met all county contract requirements. Funding source 01.0100.0570.003307. Department contact is Doug Wheless and Abigail Dass.

---

## Fiscal Impact

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

## Attachments

Renewal #1

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## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing (Originator) | Joy Simonton | 04/13/2022 01:45 PM |
| County Judge Exec Asst. | Becky Pruitt | 04/13/2022 01:46 PM |
| Form Started By: Kim Chappius | | Started On: 04/08/2022 11:22 AM |
| Final Approval Date: 04/13/2022 | | |

WILLIAMSON COUNTY
1848

Purchasing Department

# Summary Agreement for Renewal of Williamson County Contract

| | | | |
|---|---|---|---|
| **Contract Number:** | T2585 | **Department:** | Sheriff's Office/Corrections/Jail |
| **Vendor Name:** | WESTWOOD PHARMACY | | |
| **Purpose/Intended Use of Product or Service (summary):** | | | |
| RENEWAL #1 OF JAIL PHARMACEUTICALS | | | |
| **Type of Contract:** | RFP | **Start Date:** | 4/19/2022 |
| **Purchasing Contact:** | KIM CHAPPIUS | **End Date:** | 4/18/2023 |
| **Department Contact:** | ABIGAIL DASS | | |

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

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

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

Vendor WESTWOOD PHARMACY

Name HUNTER HOGGATT

Title VP of Corrections

Signature _____

Date 4-8-2022

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

Bill Gravell, Jr

Williamson County Judge

Signature _____

Date _____

WILLIAMSON COUNTY
1848

Purchasing Department

**WILLIAMSON COUNTY AFFIDAVIT AUTHORIZED VENDOR REPRESENTATIVE**

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

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

| | |
|---|---|
| **Name of Company:** | Westwood Pharmacy |
| **Contact Person:** | Hunter Hoggatt |
| **Phone:** | 804-288-1933 |
| **Email:** | hunter.hoggatte westwoodpharmacy.com |
| **Date:** | 4-8-2022 |
| **Printed Name:** | J. Hunter Hogg |
| **Signature:** | |

WILLIAMSON COUNTY
1848

Purchasing Department

# FORM 1295 – CERTIFICATE OF INTERESTED PARTIES

TO: Vendor Name: _____

FROM: Joy Simonton, Purchasing Agent
100 Wilco Way, Suite P101
Georgetown, TX 78626

RE: IFB#, RFP#, RFQ# of Contract/Agreement #: _____

Description/Contract Name: _____

The above referenced contract is being recommended for award to the Williamson County Commissioners Court for approval as a future agenda item. Award cannot be made without the completed filing of Form 1295.

Contractors are required to complete Form 1295 via the Texas Ethics Commission website. This requires registration, generation of Form 1295 with a unique Certificate Number & filing date, printing the form, and returning the form to the Williamson County Purchasing Department.

We appreciate your prompt attention to this request. Please contact us with any questions.

**FILING INSTRUCTIONS**

Form 1295 can be generated via the Texas Ethics Commission web portal. The website and detailed instructions are located at:

https://www.ethics.state.tx.us/filinginfo/1295/

**SUBMITTAL INSTRUCTIONS**

Submit your completed and signed form by e-mail to purchasing@wilco.org or mail to:

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

**FAQ**

Texas Ethics Commission Frequently Asked Questions:

FAQ 1295 (state.tx.us)

Once the form is received by the Williamson County Purchasing Department, the contact associated with the project will log-in to the Texas Ethics Commission portal and acknowledge receipt of the form. The completed form will be made available via the Texas Ethics Commission website. Accordingly, a new filing must be completed for each awarded contract (new, amended, extended, or renewed) requiring Commissioners' Court approval.

House Bill 1295, adopted by the 84th Legislature, created §2252.908, Texas Government Code. Section 2252.908 requires a business entity entering certain contracts with a governmental entity or state agency to file with the governmental entity or state agency a disclosure of interested parties at the timethe business entity submits the signed contract to the governmental entity or state agency. The code requires the commission to adopt rules necessary to implement the new disclosure requirement and to prescribe the disclosure form. Section 2252.908 requires the disclosure form to be signed by the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury. Section 2252.908 applies only to a contract that requires an action orvote by the governing body of the governmental or state agency before the contract may be signed or has a value of at least $1 million. Section 2252.908 provides definitions of certain terms occurring in thesection and applies only to contracts entered on or after January 1, 2016.

An interested party is defined as a person who has a controlling interest in a business entity with whoma governmental entity or state agency contracts or who actively participates in facilitating the contract or negotiating the terms of the contract, including a broker, intermediary, adviser, or attorney for the business entity.

**Commissioners Court - Regular Session** **18.**

**Meeting Date:** 04/19/2022

Authorize Purchase of Uniforms for the Sheriff's Office Jail Staff

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

**Department:** Purchasing

**Agenda Category:** Consent

## Information

### Agenda Item

Discuss, consider, and take appropriate action on approving the purchase of uniforms for the Williamson County Sheriff's Department Jail in the amount of $87,573.00, pursuant to BuyBoard contract #603-20, and authorizing the execution of this purchase.

### Background

The attached list for this purchase shows the quantity and description of uniforms that are being ordered for the Williamson County Sheriff's Office Jail. Legal, Budget, and Audit have reviewed this quote. The line item expenditure is being charged to 01.0100.0570.003311. The Department point of contact will be Abigail Dass.

## Fiscal Impact

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

## Attachments

Galls Quote for Jail Uniforms

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing (Originator) | Joy Simonton | 04/13/2022 02:26 PM |
| Purchasing (Originator) | Joy Simonton | 04/13/2022 02:26 PM |
| County Judge Exec Asst. | Becky Pruitt | 04/13/2022 02:32 PM |
| Form Started By: Mary Watson | | Started On: 04/11/2022 02:10 PM |
| Final Approval Date: 04/13/2022 | | |

| | | | |
|---|---|---|---|
| **Customer:** | Williamson Co Sheriff | DATE | 4/11/2022 |
| **Attn:** | Abigail Dass | QUOTE NO | [redacted] |
| **Galls Rep.** | Tara Beulah (beulah-tara@galls.com) | | |
| **Acct #:** | [redacted] | | |
| **Contract** | Buy Board # 603-20 | | |
| **Shipping Charge:** | | | |

| GQ Item# | MFG | DESCRIPTION | QTY | PRICE | TOTAL |
|---|---|---|---|---|---|
| SH3592 BLK | BLAUER | BLAUER FLEX RS SUPERSHIRT | 762 | $ 57.50 | $ 43,815.00 |
| UX420S BLK BLK | BLAUER | BLACK NAMESTRIP 1*5 EMBROIDERED WITH NAME | 762 | $ 3.00 | $ 2,286.00 |
| VELCRO | GALLS | VELCRO FOR NAMESTRIPS | 762 | $ 1.00 | $ 762.00 |
| TR2254 BLK | BLAUER | FLEXRS COVERT TACTICAL PANT | 690 | $ 59.00 | $ 40,710.00 |
| | | | | | $ - |
| | | BUYBOARD 603-20 | | | $ - |
| | | | | | $ - |
| | | | | | $ - |
| | | | | $ - | $ - |
| | | | | $ - | $ - |
| | | | | $ - | $ - |

*QUOTE VALID FOR 30 DAYS. GALLS IS USING BUYBOARD COOPERATIVE TO COVER ALL ITEMS ON THIS QUOTE.

| TOTAL | $ 87,573.00 |
|---|---|

**Commissioners Court - Regular Session** **19.**

**Meeting Date:** 04/19/2022

Approval of Contract with Axon Enterprise for Taser Battery Packs 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 approving the Contract between Axon Enterprises and Williamson County in the amount of $7,923.00 for Taser Battery Packs pursuant to BuyBoard contract #603-20, and authorizing the execution of the contract.

**Background**

The approval of this quote will benefit the Williamson County Jail for the purchase of 100 battery packs for tasers. The attached quote has the detailed information regarding the purchase. Legal, Budget and Contract Audit have reviewed this contract. The expenditure line being charged is 01.0100.0570.003008. The department point of contact is Abigial Dass.

---

**Fiscal Impact**

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

**Attachments**

Axon Enterprise Redacted Quote

---

**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing (Originator) | Joy Simonton | 04/14/2022 09:00 AM |
| County Judge Exec Asst. | Becky Pruitt | 04/14/2022 09:01 AM |
| Form Started By: Mary Watson | | Started On: 04/13/2022 02:57 PM |
| Final Approval Date: 04/14/2022 | | |

**Axon Enterprise, Inc.**
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

[redacted]
Issued: 04/12/2022
Quote Expiration: 06/03/2022
Estimated Contract Start Date: 04/05/2022
Account Number: [redacted]
Payment Terms: N30
Delivery Method: Fedex - Ground

| SHIP TO | BILL TO |
|---|---|
| Delivery-306 W 4th St<br>306 W 4th St<br>Georgetown, TX 78626-4906<br>USA | Williamson County Sheriff's Office - TX<br>508 S Rock St<br>Georgetown, TX 78626-5604<br>USA<br>Email: |

| SALES REPRESENTATIVE | PRIMARY CONTACT |
|---|---|
| Pat Murphy<br>Phone: +1 6023266158<br>Email: pmurphy@taser.com<br>Fax: 480-426-9776 | Phone: (512) 943-1324<br>Email: dwhite@wilco.org<br>Fax: (512) 943-1444 |

## Quote Summary

| | |
|---|---|
| Program Length | 60 Months |
| **TOTAL COST** | $7,923.00 |
| **ESTIMATED TOTAL W/ TAX** | $7,923.00 |

## Discount Summary

| | |
|---|---|
| Average Savings Per Year | $0.00 |
| **TOTAL SAVINGS** | $0.00 |

## Payment Summary

| Date | Subtotal | Tax | Total |
|---|---|---|---|
| Apr 2022 | $7,923.00 | $0.00 | $7,923.00 |
| **Total** | **$7,923.00** | **$0.00** | **$7,923.00** |



[redacted]

| | |
|---|---|
| **Quote Unbundled Price:** | **$7,923.00** |
| **Quote List Price:** | **$7,923.00** |
| **Quote Subtotal:** | **$7,923.00** |

## Pricing

***All deliverables are detailed in Delivery Schedules section lower in proposal***

| Item | Description | Qty | Term | Unbundled | List Price | Net Price | Subtotal | Tax | Total |
|---|---|---|---|---|---|---|---|---|---|
| **A la Carte Hardware** | | | | | | | | | |
| 22010 | PPM, STANDARD BATTERY PACK, X2/X26P | 100 | | | $79.23 | $79.23 | $7,923.00 | $0.00 | $7,923.00 |
| **Total** | | | | | | | **$7,923.00** | **$0.00** | **$7,923.00** |



[redacted]

# Delivery Schedule

## Hardware

| Bundle | Item | Description | QTY | Estimated Delivery Date |
|---|---|---|---|---|
| A la Carte | 22010 | PPM, STANDARD BATTERY PACK, X2/X26P | 100 | 04/05/2022 |



[redacted]

## Payment Details

| Apr 2022 | | | | | | |
|---|---|---|---|---|---|---|
| **Invoice Plan** | **Item** | **Description** | **Qty** | **Subtotal** | **Tax** | **Total** |
| Invoice Upon Fulfillment | 22010 | PPM, STANDARD BATTERY PACK, X2/X26P | 100 | $7,923.00 | $0.00 | $7,923.00 |
| **Total** | | | | **$7,923.00** | **$0.00** | **$7,923.00** |



[redacted]

**Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.**

Contract BuyBoard 603-20 (CEW only) is incorporated by reference into the terms and conditions of this Agreement. In the event of conflict the terms of Axon's Master Services and Purchasing Agreement shall govern.

## Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP: The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Texas Prompt Payment Act Compliance:

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

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

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.



[redacted]

Signature

Date Signed

4/12/2022

[redacted]

**Commissioners Court - Regular Session** **20.**

**Meeting Date:** 04/19/2022

Authorize Issuing IFB #22IFB102 Contract Mowing for County Right of Ways for Road and Bridge Department

**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 Contract Mowing for County Right of Ways under IFB #22IFB102.

### Background

Williamson County is seeking qualified contractors to provide experienced mowing crews and equipment to mow vegetation in the Williamson County right of ways. Budgeted amount: $155,000.00. Funding source 0200-0210-003541. Point of contact is Terron Evertson.

---

## Fiscal Impact

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

## Attachments

*No file(s) attached.*

---

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing (Originator) | Joy Simonton | 04/13/2022 02:17 PM |
| County Judge Exec Asst. | Becky Pruitt | 04/13/2022 02:33 PM |
| Form Started By: Gretchen Glenn | | Started On: 04/12/2022 10:39 AM |
| Final Approval Date: 04/13/2022 | | |

**Commissioners Court - Regular Session** **21.**

**Meeting Date:** 04/19/2022

SAM 2586 WA9 SA1 CR 118

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

**Department:** Infrastructure

**Agenda Category:** Consent

## Information

### Agenda Item

Discuss, consider and take appropriate action on Supplemental Work Authorization No 1 to Work Authorization No 9 under Williamson County Contract between Surveying And Mapping and Williamson County dated May 19, 2020 for Design Survey for CR 118 Corridor. This supplemental is to extend the expiration date to May 31, 2023. Funding source: 01.0200.0210.004150.

### Background

## Fiscal Impact

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

## Attachments

SAM 2586 WA9 SA1 CR 118

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Hal Hawes | Hal Hawes | 04/12/2022 03:32 PM |
| County Judge Exec Asst. | Becky Pruitt | 04/13/2022 10:12 AM |
| Form Started By: Vicky Edwards | | Started On: 04/12/2022 01:50 PM |
| Final Approval Date: 04/13/2022 | | |

**SUPPLEMENTAL WORK AUTHORIZATION NO. _1__**
**TO**
**WORK AUTHORIZATION NO. _9___**

**WILLIAMSON COUNTY ROAD AND BRIDGE PROJECT:**
**Design Survey for CR 118 Corridor**

This Supplemental Work Authorization No. _1__ to Work Authorization No. __9__ is made pursuant to the terms and conditions of the Williamson County Contract for Surveying Services, being dated **May 19, 2020** ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **Surveying And Mapping, LLC** (the "Firm").

WHEREAS, the County and the Firm executed Work Authorization No. _9___ dated effective December 7, 2021 (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 **May 31, 2023**. 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.

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:** | **COUNTY:** |
|---|---|
| By: _____ | By: _____ |
| Signature | Signature |
| SCOTT BRASHEAR | Bill Gravell, Jr. |
| Printed Name | Printed Name |
| PROJECT MANAGER | County Judge |
| Title | Title |
| 4/12/22 | |
| Date | Date |

# Attachment C - Work Schedule

Survey And Mapping will provide a work schedule for the assigned tasks.

**Commissioners Court - Regular Session** **22.**

**Meeting Date:** 04/19/2022

Temporary construction easement for drainage grading - CR 375

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

**Department:** Infrastructure

**Agenda Category:** Consent

---

## Information

### Agenda Item

Discuss, consider and take appropriate action on a temporary construction easement in Precinct 4 with David and Nicki Hess, 640 CR 375, Jarrell, TX 76537 for drainage grading.

### Background

The drainage grading will improve the flow of stormwater through a cross culvert as part the CR 375 roadway improvement project.

---

## Fiscal Impact

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

## Attachments

Temporary construction easement for drainage grading - CR 375

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## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Becky Pruitt | 04/14/2022 09:31 AM |
| Form Started By: Vicky Edwards | | Started On: 04/14/2022 09:24 AM |
| Final Approval Date: 04/14/2022 | | |

**TEMPORARY CONSTRUCTION EASEMENT**

**KNOW ALL MEN BY THESE PRESENTS:**

That David Hess and/or Nicki Hess, Parcel No. R367224, hereafter referred to as Grantor(s), whether one or more, in consideration of Five Dollars ($5.00) and other good and valuable consideration paid by Director of Road and Bridge, or designee, the receipt of which is hereby acknowledged, does hereby grant to Williamson County, its agents, contractors, successors and assigns (referred to as "County"), a temporary construction easement for the purpose of constructing, excavating, filling and grading necessary for the proper facilitation of drainage to the property of Grantor(s) as part of CR 375 cross culverts installation, and any associated clearing, tree or plant therewith, in, along, upon and across the Property as necessary to carry out the purposes of this easement. The construction and/or removal of any improvements, driveway, curbs, fence, or other related facilities on the Property shall be in the location of, subject to, and shall comply with any notes, details, specifications or other requirements or restrictions as shown on Exhibit "A".

The parties agree further as follows:

Following completion of work within the temporary construction easement area described in Exhibit "A", County shall at its expense and within ninety (90) days of completion of the work restore any Property injured or damaged by County's use of the Property and activities thereon, including specifically landscaping, irrigation or other vegetation, to substantially the same condition as existed previous to County's entry upon the Property, taking into consideration the use and purposes to which the Property is to be put.

This temporary construction easement shall be in full force and effect at all times during the accomplishment and completion of the construction activities described above. This temporary construction easement shall terminate and the easement rights and improvements constructed within the easement area shall revert to and become the responsibility of the Grantor(s), Grantor's successors, and assigns, all interest conveyed shall terminate twelve months after the beginning of the work upon the Property, or on the date of completion of construction of the Project, whichever occurs first.

This conveyance is subject to all easements and rights of way of record, visible or apparent on the ground, all restrictions, reservations, covenants, conditions, oil, gas, or other mineral leases, mineral severances and other instruments that affect the Property.

**IN WITNESS WHEREOF**, the parties hereto have executed this instrument on this 13TH day of APRIL, 2022.

DAVID HESS NICKI HESS

By: _____

Its: OWNER

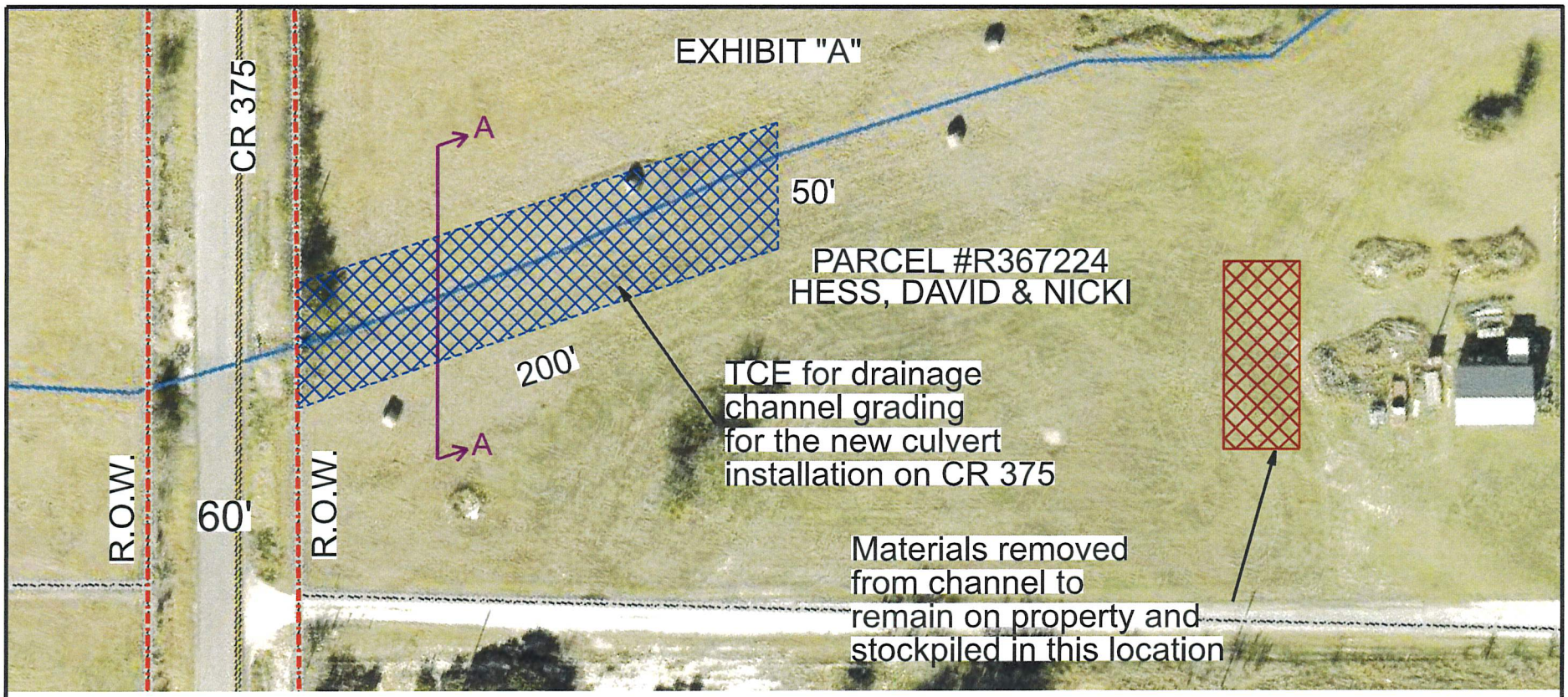
Acknowledgment

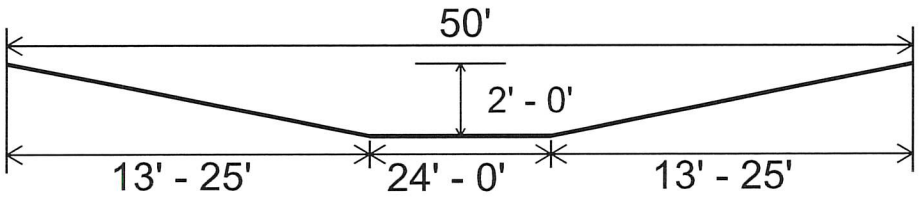
State of Texas §
§
County of Williamson §

This instrument was acknowledged before me on this the 13 day of APRIL, 2022 by DAVID & NICKI HESS, in the capacity and for the purposes and consideration recited herein.

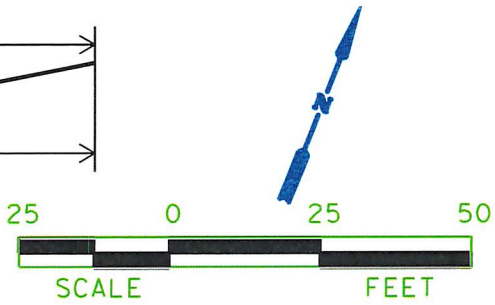
VICKY EDWARDS
Notary ID #7747110
My Commission Expires
June 14, 2023

Notary Public, State of Texas




WIDTH OF CHANNEL
SECTION A-A
NTS




| NO. | REVISION | BY | DATE |
|---|---|---|---|

WILLIAMSON COUNTY
DEPT. OF
INFRASTRUCTURE

EXHIBIT A

| | |
|---|---|
| Designed: | 3151 S.E. INNER LOOP, SUITE B<br>GEORGETOWN, TEXAS 78626<br>943-3330<br>www.wilco.org |
| Checked: | |
| Drawn: | |
| Checked: | |

$FILES
$TIMES
$DATES

**Commissioners Court - Regular Session** **23.**

**Meeting Date:** 04/19/2022

Amended plat for Lots 27-29 Block A Tesoro Sections 2 & 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 amended plat for Lots 27-29, Block A, Tesoro Sections 2 & 4 subdivision – Precinct 2.

### Background

This subdivision consists of 2 lots and no new public roads. The purpose of this amended plat is to adjust the lot lines between existing Lots 27-29, Block A, Tesoro Sections 2 & 4 subdivision.

### Timeline

2022-01-06 – initial submittal of the amended plat
2022-02-04 – 1st review complete with comments
2022-02-11 – 2nd submittal of amending plat
2022-02-23 – 2nd review complete with comments
2022-04-14 – 3rd submittal of amended plat with signatures
2022-04-14 – 3rd review complete with comments cleared
2022-04-14 – amended plat placed on the April 19, 2022 Commissioners Court agenda for consideration

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## Fiscal Impact

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

## Attachments

amended plat - Tesoro Sec 2-4 Lot 27-29 Blk A

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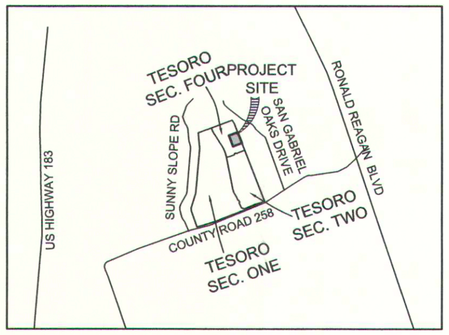
## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Becky Pruitt | 04/14/2022 12:42 PM |
| Form Started By: Adam Boatright | | Started On: 04/14/2022 11:16 AM |
| Final Approval Date: 04/14/2022 | | |

AMENDING PLAT OF

# LOT 27, LOT 28 & LOT 29, BLOCK A, TESORO SUBDIVISION, SECTIONS TWO AND FOUR

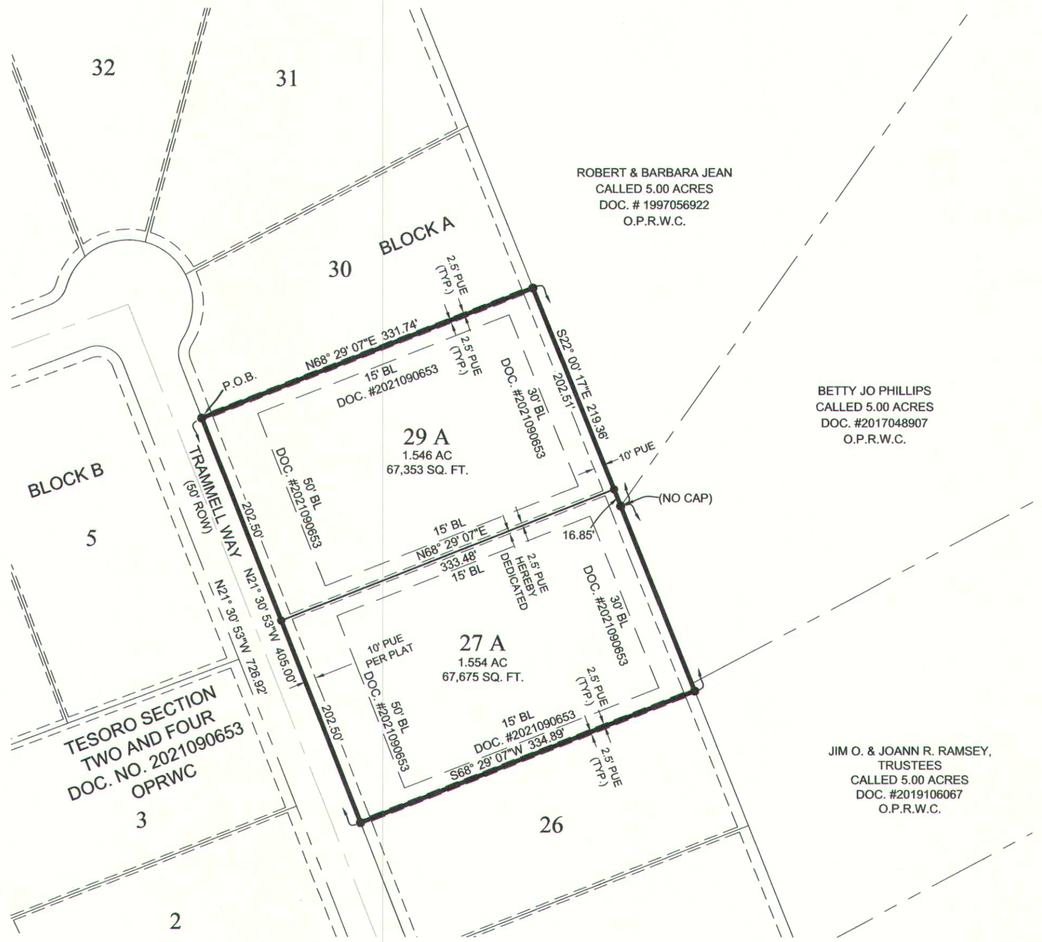
A SUBDIVISION RECORDED IN DOC. NO. 2021090653 OF THE O.P.R.W.C.,
IN THE B. MANLOVE SURVEY, ABSTRACT NO. 417 WILLIAMSON COUNTY, TEXAS




VICINITY MAP
NOT TO SCALE

*LEGEND*

| | |
|---|---|
| ● | 1/2" IRON ROD W/ CAP "HAYNIE CONSULTING" FOUND |
| ○ | 1/2" IRON ROD W/ CAP "HAYNIE CONSULTING" SET |
| P.O.B. | POINT OF BEGINNING |
| BL | BUILDING SETBACK LINE |
| P.U.E. | PUBLIC UTILITY EASEMENT |
| O.P.R.W.C. | OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY |
| - - - - - | ADJACENT PROPERTY LINE |




SHEET INDEX


SHEET 1 - PLAT & LEGAL DESCRIPTION
SHEET 2 - PLAT NOTES
SHEET 3 - DEDICATIONS AND CERTIFICATIONS


0 100 200
SCALE: 1"=100'

SUBMITTAL DATE:

ADDRESS: LOT 27 - 133 TRAMMELL WAY
LOT 28 - 129 TRAMMELL WAY
LOT 29 - 125 TRAMMELL WAY
LIBERTY HILL, TX 78642

OWNER: DEVELOPER: LOTS 27 AND 28
TRIBAR LP6, LIMITED PARTNERSHIP
P.O. BOX 66603,
AUSTIN, TX 78766

OWNER: LOT 29
RYAN J. & LISA M. BLIBELA
9320 MEYRICK PARK TRAIL
AUSTIN, TX 78717


SURVEYOR: HAYNIE CONSULTING, INC.
1010 PROVIDENT LANE
ROUND ROCK, TEXAS 78664
PHONE: 512-837-2446
EMAIL: tehaynie@haynieconsulting.com

ENGINEER: HAYNIE CONSULTING, INC.
1010 PROVIDENT LANE
ROUND ROCK, TEXAS 78664
PHONE: 512-837-2446
EMAIL: thaynie@haynieconsulting.com


SURVEY ABSTRACT: B. MANLOVE SURVEY, ABSTRACT NO. 417

TOTAL ACRES: 3.100 ACRES, (135,028 sq. ft.)
NUMBER OF LOTS: 2 LOTS
NUMBER OF BLOCKS: 1 BLOCK, (NO NEW BLOCKS)

SURVEY NOTES:

1. BEARINGS OF LINES REFER TO GRID NORTH OF THE TEXAS COORDINATE SYSTEM OF 1983 (CENTRAL ZONE) AS COMPUTED FROM GPS VECTORS.

2. DISTANCES ARE EXPRESSED IN U.S. SURVEY FEET.

3. PARENTHETICAL BEARINGS AND DISTANCES INDICATE PARENT TRACT RECORD INFORMATION WHERE IT DIFFERS FROM MEASURED.

4. NO BUILDINGS WERE OBSERVED ON THIS TRACT.

| LOT 1, BLOCK C IMPERVIOUS COVER CHART | | | | |
|---|---|---|---|---|
| | SQUARE FEET | ACRES | PERCENT | NOTES |
| EXISTING I.C. ALLOWABLE (PER PLAT DOC. 2021090653) | 7850 | 0.180 | 0.29% | I.C. PER LOT |
| TOTAL ALLOWABLE I.C., THIS PLAT | 7850 | 0.180 | 0.29% | |
| ALLOWABLE I.C., LOT 27 A, BLOCK A | 11775 | 0.270 | 0.44% | EACH LOT 27A, BLOCK A |
| ALLOWABLE I.C., LOT 29 A, BLOCK A | 11775 | 0.270 | 0.44% | EACH LOT 29A, BLOCK A |

| EXISTING STREET DATA TABLE (STREETS ARE PUBLIC) | | | | | |
|---|---|---|---|---|---|
| STREET NAME / CLASSIFICATION | R.O.W. | DESIGN SPEED | PAVEMENT WIDTH | CURB TYPE | PEDESTRIAN CLEAR ZONE |
| TRAMMELL WAY (LOCAL) | 50 FEET | 25 MPH | 26 FEET | RIBBON CURB | ZERO FEET |

LEGAL DESCRIPTION

Being 3.100 acres, (135,028 sq. ft.), of land in the B. Manlove Survey, Abstract No.417, Williamson County, Texas and being all of Lot 27, 28 & 29, Block A of "TESORO SUBDIVISION, SECTIONS TWO AND FOUR" as recorded in Document Number 2021090653 of the Official Public Records of Williamson County, (O.P.R.W.C.). Said 3.100 acres tract being more particularly located and described as follows; (Bearings of lines refer to Grid North of the Texas Coordinate System of 1983 (Central Zone) as computed from GPS vectors; Distances expressed in U.S. Survey Feet; Parenthetical bearings and distances refer to parent tract record information where it differs from measured; This narrative metes and bounds description is accompanied by and made part of a subdivision plat):

BEGINNING at a 1/2-inch iron rod with a yellow plastic cap stamped "HAYNIE CONSULTING" found in the Easterly right-of-way line of Trammel Way, (50 ft. R.O.W.) per Document Number 2021090653, (O.P.R.W.C.), at the common Northwesterly corner of Lot 29 and Southwesterly corner of Lot 30, Block A of said "TESORO SUBDIVISION, SECTIONS TWO AND FOUR" for the most Northwestern corner and **POINT OF BEGINNING** of this herein described tract;

THENCE, North 68 degrees 29 minutes 07 seconds East, with the common boundary line of said Lot 30 and this tract, a distance of 331.74 feet to a 1/2-inch iron rod with a yellow plastic cap stamped "HAYNIE CONSULTING" found for the most Northeastern corner of this herein described tract;

THENCE, with the common boundary line of this herein described tract and a called 5.00 acre tract conveyed to Robert & Barbara Jean recorded in Doc. #1997056922 of the O.P.R.W.C., South 22 degrees 00 minutes 17 seconds East, a distance of 219.36 feet to a 1/2-inch iron rod found for an angle point of this herein described tract;

THENCE, with the common boundary line of this herein described tract and the Southwest lines of a called 5.00 tract conveyed to Betty Jo Phillips in Doc. #2017048907 and a called 5.00 acre tract conveyed to Jim O. and Joann R. Ramsey, trustees in Doc. #2019106067, South 21 degrees 54 minutes 28 second East, a distance of 185.65 feet to a 1/2-inch iron rod found with a yellow plastic cap stamped "HAYNIE CONSULTING", for the most Southeastern corner of this herein described tract;

THENCE, with the common boundary line of this herein described tract and Lot 26, Block A, of said "Tesoro Subdivision, Sections Two & Four", South 68 degrees 29 minutes 07 seconds West, a distance of 334.89 feet to a 1/2-inch iron rod with a yellow plastic cap stamped "HAYNIE CONSULTING" found for the most Southwestern corner of heerein described tract;

THENCE, with the east right-of-way line of said Trammell Way and the west boundary line of this herein described tract, North 21 degrees 30 minutes 53 seconds West, a distance of 405.00 feet, to the **POINT OF BEGINNING** and containing a computed area of 3.100 acres, (135,028 sq. ft.) of land.


HAYNIE CONSULTING, INC.
Civil Engineers and Land Surveyors
1010 Provident Lane
Round Rock, Texas 78664-3276
Ph: 512-837-2446 Fax: 512-837-9463
TBPE FIRM # F-002411, TBPLS FIRM # 100250-00




DRAWN BY: NM
CHECKED BY: BJ
PROJ. #: XXX-XX-XX

X:\778 Matt Trammell\778-21-01 Tesoro 2 and 4 Lots 27-29 Replat\DWG\773-21-01 TESORO Sec 2 & 4 Lots 27-29 Amending Plat.dwg Mar 21, 22 3:07 pm

AMENDING PLAT OF

# LOT 27, LOT 28 & LOT 29, BLOCK A, TESORO SUBDIVISION, SECTIONS TWO AND FOUR

A SUBDIVISION RECORDED IN DOC. NO. 2021090653 OF THE O.P.R.W.C.,

IN THE B. MANLOVE SURVEY, ABSTRACT NO. 417 WILLIAMSON COUNTY, TEXAS

PLAT NOTES:

1. NO OBSTRUCTIONS, INCLUDING BUT NOT LIMITED TO FENCING OR STORAGE, SHALL BE PERMITTED IN ANY DRAINAGE EASEMENTS SHOWN HEREON.
2. A TEN FOOT (10') P.U.E. ABUTTING AND ALONG THE STREET SIDE PROPERTY LINE AND REAR LOT LINES IS HEREBY DEDICATED SHOWN HEREON.
3. A TWO AND A HALF FOOT (2.5') P.U.E. ABUTTING ALL LOT SIDE LOT LINES IS HEREBY DEDICATED.
4. RIGHT-OF-WAY EASEMENTS FOR WIDENING ROADWAYS OR IMPROVING DRAINAGE SHALL BE MAINTAINED BY THE LANDOWNER UNTIL ROAD OR DRAINAGE IMPROVEMENTS ARE ACTUALLY CONSTRUCTED ON THE PROPERTY. THE COUNTY HAS THE RIGHT AT ANY TIME TO TAKE POSSESSION OF ANY ROAD WIDENING EASEMENT FOR THE CONSTRUCTION, IMPROVEMENT OR MAINTENANCE OF THE ADJACENT ROAD.
5. THE LANDOWNER ASSUMES ALL RISKS ASSOCIATED WITH IMPROVEMENTS LOCATED IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS. BY PLACING ANYTHING IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS. THE LANDOWNER INDEMNIFIES AND HOLDS THE COUNTY, ITS OFFICERS, AND EMPLOYEES HARMLESS FROM ANY LIABILITY OWING TO PROPERTY DEFECTS OR NEGLIGENCE NOT ATTRIBUTABLE TO THEM AND ACKNOWLEDGES THAT THE IMPROVEMENT WILL BE RESPONSIBLE FOR THE RELOCATION AND/OR REPLACEMENT OF THE IMPROVEMENTS.
6. IN APPROVING THIS PLAT BY THE COMMISSIONER'S COURT OF WILLIAMSON COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL ROADS, AND OTHER PUBLIC THOROUGHFARES AND ANY BRIDGES OR CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IS THE RESPONSIBILITY OF THE OWNER(S) OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONER'S COURT OF WILLIAMSON COUNTY, TEXAS. SAID COMMISSIONER'S COURT ASSUMES NO OBLIGATION TO BUILD ANY OF THE ROADS, OR OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT, OR OF CONSTRUCTING ANY OF THE BRIDGES OR DRAINAGE IMPROVEMENTS IN CONNECTION THEREWITH. THE COUNTY WILL ASSUME NO RESPONSIBILITY FOR DRAINAGE WAYS OR EASEMENTS IN THE SUBDIVISION, OTHER THAN THOSE DRAINING OR PROTECTING THE ROAD SYSTEM.
7. THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT, FLOOD PLAIN DATA, IN PARTICULAR, MAY CHANGE DEPENDING ON SUBSEQUENT DEVELOPMENT. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE STREETS IN THE SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.
8. ALL PUBLIC ROADWAYS & EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS.
9. RESIDENTIAL DRIVEWAYS ARE TO BE LOCATED NO CLOSER TO THE CORNER OF INTERSECTING RIGHTS-OF-WAY THAN 60 PERCENT OF THE PARCEL FRONTAGE OF 50 FEET, WHICHEVER IS LESS ONE-WAY "CIRCULAR" DRIVEWAYS SHALL BE PROHIBITED.
10. ALL DRIVEWAYS ONTO RURAL COUNTY ROADS WHOSE LOT IS SERVED BY A SEPTIC SYSTEM SHALL BE REQUIRED TO OBTAIN A PERMIT FROM THE WILLIAMSON COUNTY ENGINEERS OFFICE (OSSF) PRIOR TO CONSTRUCTION.
11. RURAL MAILBOXES SHALL BE SET THREE FEET FROM THE EDGE OF THE PAVEMENT OR BEHIND CURBS, WHEN USED. ALL MAILBOXES WITHIN COUNTY ARTERIAL RIGHT-OF-WAY SHALL MEET THE CURRENT TXDOT STANDARDS. ANY MAILBOX THAT DOES NOT MEET THIS REQUIREMENT MAY BE REMOVED BY WILLIAMSON COUNTY.
12. A DE FACTO CERTIFICATE OR COMPLIANCE IS HEREBY ISSUED FOR ALL LOTS WITHIN THIS SUBDIVISION . THIS CERTIFICATE IS VALID UNTIL SUCH TIME AS FEMA REVISES OR NEWLY ADOPTS FLOODPLAIN BOUNDARIES IN THIS AREA.
13. THE MINIMUM LOWEST FINISHED FLOOR ELEVATIONS (MFFE) FOR LOTS 1-4 &11-19 OF BLOCK A SHOWN ON THIS PLAT WERE DETERMINED BY ADDING ON (1) FOOT OR MORE TO THE BASE FLOOD ELEVATION (BFE) AS DETERMINED BY A STUDY PREPARED BY HAYNIE CONSULTING, DATED NOVEMBER 7, 2019.
14. IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS AND REGULATIONS RELATING TO THE PLATTING AND DEVELOPMENT OF THIS PROPERTY.
    THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOODPLAIN DATA, IN PARTICULAR, 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.
15. ANY IMPROVEMENTS PROPOSED WITHIN THE RIGHT-OF-WAY, INCLUDING, BUT NOT LIMITED TO IRRIGATION, LANDSCAPING, SIDEWALKS, SUBDIVISION IDENTIFICATION SIGNS, ETC. SHALL BE MAINTAINED IN ACCORDANCE WITH AN EXECUTED LICENSE AGREEMENT BETWEEN THE COUNTY AND THE OWNER.
16. 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.
17. DRIVEWAYS SHALL CONNECT ONLY TO AN INTERNALLY PLATTED ROAD AND NOT TO COUNTY ROAD 258 OR RIQUEZA WAY.
18. 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.
19. THIS AMENDING PLAT IS SUBJECT TO RESTRICTIONS STATED ON ORIGINAL "TESORO SUBDIVISION, SECTIONS TWO AND FOUR" PLAT RECORDED IN DOCUMENT NO. 20210906553.
20. NO NEW DRIVEWAYS ARE PROPOSED.
21. 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.
22. ALL SIDEWALKS SHALL BE MAINTAINED BY EACH OF THE ADJACENT PROPERTY OWNERS.
23. WATER SERVICE WILL BE PROVIDED BY GEORGETOWN WESTERN DISTRICT.
24. ELECTRIC SERVICE WILL BE PROVIDED BY PEDERNALES ELECTRIC COOPERATIVE.

FLOODPLAIN NOTE:

1. THIS TRACT IS NOT LOCATED WITHIN THE LIMITS OF THE 100 YEAR FLOOD PLAIN AS DELINEATED BY FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, COMMUNITY PANEL 48491C0275E ZONE X, EFFECTIVE 09/26/2008, WILLIAMSON COUNTY, TEXAS AND INCORPORATED AREAS.
2. **TIE TO FEMA BENCHMARK IS NOT REQUIRED AS NO PART OF THIS TRACT LIES OUTSIDE OF ZONE "X"**

HAYNIE CONSULTING, INC.
Civil Engineers and Land Surveyors
1010 Provident Lane
Round Rock, Texas 78664-3276
Ph: 512-837-2446 Fax: 512-837-9463
TBPE FIRM # F-002411, TBPLS FIRM # 100250-00



DRAWN BY: NM
CHECKED BY: BJ
PROJ. #: XXX-XX-XX

X:\778 Matt Trammell\778-21-01 Tesoro 2 and 4 Lots 27-29 Replat\DWG\775-21-01 TESORO Sec 2 & 4 Lots 27-29 Amending Plat F.dwg Apr 14, 22 8:32 am

AMENDING PLAT OF

# LOT 27, LOT 28 & LOT 29, BLOCK A, TESORO SUBDIVISION, SECTIONS TWO AND FOUR

A SUBDIVISION RECORDED IN DOC. NO. 2021090653 OF THE O.P.R.W.C.,
IN THE B. MANLOVE SURVEY, ABSTRACT NO. 417 WILLIAMSON COUNTY, TEXAS

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

I, TRIBAR LP6, LIMITED PARTNERSHIP, SOLE OWNER OF LOTS 27 AND 28, BLOCK A, TESORO SUBDIVISION, SECTIONS TWO AND FOUR SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2019022870 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DO HEREBY STATE THAT THERE ARE NO LIEN HOLDERS OF THE CERTAIN TRACT OF LAND, AND DO HEREBY SUBDIVIDE SAID TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE, AND DO HEREBY STATE THAT ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS. THIS SUBDIVISION IS TO BE KNOWN AS " AMENDING PLAT OF LOT 27, LOT 28, & LOT 29, BLOCK A, TESORO SUBDIVISION, SECTIONS TWO AND FOUR".

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 5 DAY OF April, 2022

Brian A. Barnes
BRIAN A. BARNES
GENERAL PARTNER FOR TRIBAR LP6, LIMITED PARTNERSHIP
P.O. BOX 66603
AUSTIN, TEXAS 78766

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED Brian A. Barnes, KNOWN TO ME TO BE 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 5 DAY OF April, 2022 A.D.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS — Dusti L. Herman PRINTED NAME

MY COMMISSION EXPIRES September 14, 2023 A.D.

DUSTI L. HERMAN
My Notary ID # 10210997
Expires September 14, 2023

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

WE, RYAN J. BUBELA AND LISA M. BUBELA, SOLE OWNERS OF LOT 29, BLOCK A, TESORO SUBDIVISION, SECTIONS TWO AND FOUR SHOWN HEREON AND DESCRIBED IN DEED RECORDED IN DOCUMENT NO. 2021112255 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DO HEREBY STATE THAT THERE ARE NO LIEN HOLDERS OF THE CERTAIN TRACT OF LAND, AND DO HEREBY SUBDIVIDE SAID TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE, AND DO HEREBY STATE THAT ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS. THIS SUBDIVISION IS TO BE KNOWN AS " AMENDING PLAT OF LOT 27, LOT 28, & LOT 29, BLOCK A, TESORO SUBDIVISION, SECTIONS TWO AND FOUR".

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 24 DAY OF March, 2022.

RYAN J. BUBELA
9320 MEYRICK PARK TRAIL
AUSTIN, TEXAS 78717

Lisa M. Bubela
LISA M. BUBELA

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED Ryan & Lisa Bubela, KNOWN TO ME TO BE 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 24 DAY OF March, 2022 A.D.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS — R Salazar PRINTED NAME

MY COMMISSION EXPIRES 6-20, 2025 A.D.

RAUL SALAZAR
Notary Public, State of Texas
Comm. Expires 06-20-2025
Notary ID 12248837

WILLIAMSON COUNTY NOTES:

1. ON SITE SEWAGE FACILITIES MUST BE DESIGNED BY A REGISTERED PROFESSIONAL ENGINEER OR REGISTERED SANITARIAN.
2. PRIOR TO ANY CHANNEL ALTERATIONS, BRIDGE CONSTRUCTION, FILL, DREDGING, CHANNEL IMPROVEMENT, STORAGE OF MATERIALS OR ANY OTHER CHANGE OF THE 100 YEAR FLOODPLAIN LOCATED WITHIN THE BLUE LINE (SURVEY) AN APPLICATION FOR FLOODPLAIN DEVELOPMENT PERMIT WITH A DESCRIPTION OF THE EXTENT TO WHICH THE WATERCOURSE OR NATURAL DRAINAGE WILL BE ALTERED OR RELOCATED AS A RESULT OF THE PROPOSED DEVELOPMENT MUST BE SUBMITTED TO AND APPROVED BY THE WILLIAMSON COUNTY FLOODPLAIN ADMINISTRATOR. ALL SPECIFICATIONS AND DETAILS NECESSARY FOR COMPLETE REVIEW MUST BE PROVIDED.
3. PRIOR TO ANY CHANNEL ALTERATION OR BRIDGE CONSTRUCTION WHICH WILL CHANGE EXISTING FLOOD PATTERNS OR ELEVATIONS, A LETTER OR MAP AMENDMENT MUST BE SUBMITTED TO AND APPROVED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.
4. NO NEW CONSTRUCTION, SUBSTANTIAL IMPROVEMENTS AND OTHER DEVELOPMENT IS PERMITTED WITHIN THE ADOPTED REGULATORY FLOODWAY UNLESS IT HAS BEEN DEMONSTRATED THROUGH HYDROLOGIC AND HYDRAULIC ANALYSES PERFORMED IN ACCORDANCE WITH STANDARD ENGINEERING PRACTICE THAT THE PROPOSED ENCROACHMENT WOULD NOT RESULT IN ANY INCREASE IN FLOOD LEVELS WITHIN THE COMMUNITY DURING THE OCCURRENCE OF THE BASE FLOOD DISCHARGE.
5. ALL RESIDENTIAL LOTS ARE 1 ACRE OR GREATER IN SIZE.
6. ON SITE SEWAGE FACILITY DISPOSAL FIELDS SHALL BE SET BACK FROM DRAINAGE WAYS, DRAINAGE EASEMENTS, AND WATER COURSES A DISTANCE OF 25, 50 OR 75 FEET AS DETERMINED BY THE TYPE OF SEWAGE FACILITY INSTALLED AND AS REQUIRED BY WILLIAMSON COUNTY.
7. THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) WATER POLLITION ABATEMENT PLAN (WPAP) IS NOT REQUIRED.
8. SEWER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY ON-SITE SEWAGE FACILITIES.

WILLIAMSON COUNTY ON-SITE SEWAGE FACILITIES (OSSF) APPROVAL

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

KNOW ALL MEN BY THESE PRESENTS:

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

Adam D. Boatright 4/14/2022
J. TERRON EVERTSON, PE, DR, CFM — DATE
COUNTY ENGINEER
for Adam D. Boatright

ROAD NAMES AND ADDRESS ASSIGNMENTS VERIFIED THIS THE 6th DAY OF April, 2022 A.D.

Teresa Baker — 4-6-2022
AUTHORIZED ADDRESS COORDINATOR — DATE
WILLIAMSON COUNTY, TEXAS
Teresa Baker

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 COMMISSIONER'S COURT OF WILLIAMSON COUNTY, TEXAS AND BY THE SAID COURT DULY CONSIDERED, WERE ON THIS DAY APPROVED AND THAT THIS PLAT IS AUTHORIZED TO BE REGISTERED AND RECORDED IN THE PROPER RECORDS OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

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

I, TIM HAYNIE, A LICENSED PROFESSIONAL ENGINEER, DO HEREBY CERTIFY THAT THIS PROPERTY IS NOT LOCATED WITHIN ZONE "A" OF THE DESIGNATED 100-YEAR FLOOD ZONE AREA, AS DELINEATED ON THE FLOOD INSURANCE MAP (FIRM COMMUNITY PANEL NO. 48491C0275E EFFECTIVE DATE OF SEPTEMBER 26, 2008, AS PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY. ADDITIONALLY, STORM WATER RUNOFF FROM THE 100-YEAR STORM EVENT SHALL BE CONTAINED WITHIN THE DRAINAGE FACILITES TO BE LOCATED WITHIN THE RIGHT-OF-WAY AND/OR DRAINAGE EASEMENTS SHOWN ON THE ATTACHED PLAT. THIS TRACT IS LOCATED WITHIN THE EDWARDS AQUIFER CONTRIBUTING ZONE, AND IS NOT LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE ZONE AS INDICATED ON THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY EDWARDS AQUIFER RECHARGE ZONE MAPS.

TIM HAYNIE, LICENSED PROFESSIONAL ENGINEER
NO. 91819 - STATE OF TEXAS
HAYNIE CONSULTING INC.
101 PROVIDENT LANE
ROUND ROCK, TEXAS 78664

22-MAR-2022
DATE

STATE OF TEXAS
TIM HAYNIE
91819
LICENSED
PROFESSIONAL ENGINEER

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

KNOW ALL MEN BY THESE PRESENTS, THAT I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEY IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH THE SURVEY RELATED REQUIREMENTS OF THE WILLIAMSON COUNTY SUBDIVISION SPECIFICATIONS, AND FURTHER CERTIFY THAT THIS PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE EVIDENCE FOUND ON THE GROUND AND IS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND AND THAT THE CORNER MONUMENTS WERE PROPERLY PLACED UNDER MY SUPERVISION.

TIMOTHY E. HAYNIE, REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 2380 - STATE OF TEXAS
HAYNIE CONSULTING INC.
101 PROVIDENT LANE
ROUND ROCK, TEXAS 78664

04-01-22
DATE

STATE OF TEXAS
TIMOTHY E. HAYNIE
2380
REGISTERED PROFESSIONAL
LAND SURVEYOR

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

I, NANCY E. RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION, WAS FILED FOR RECORD IN MY OFFICE ON THE _____ DAY OF _____, 20____ A.D., AT _____ O'CLOCK

____.M., AND DULY RECORDED THIS THE _____ DAY OF _____, 20____ A.D., AT

_____ O'CLOCK ___.M., IN THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY IN INSTRUMENT NO.

_____.

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

NANCY E. RISTER, CLERK COUNTY COURT
OF WILLIAMSON COUNTY, TEXAS

BY: _____, DEPUTY

HAYNIE CONSULTING, INC.
Civil Engineers and Land Surveyors
1010 Provident Lane
Round Rock, Texas 78664-3276
Ph: 512-837-2446 Fax: 512-837-9463
TBPE FIRM # F-002411, TBPLS FIRM # 100250-00



DRAWN BY: NM
CHECKED BY: BJ
PROJ. #: XXX-XX-XX

X:\778 Matt Trammell\778-21-01 Tesoro 2 and 4 Lots 27-29 Replat\DWG\773-21-01 TESORO Sec 2 & 4 Lots 27-29 Amending Plat F.dwg Mar 22, 22 4:32 pm

**Commissioners Court - Regular Session** **24.**

**Meeting Date:** 04/19/2022

Revised preliminary plat for the Santa Rita Ranch Phase 1 subdivision (Revision 6) – Pct 2

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

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

**Agenda Category:** Consent

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## Information

### Agenda Item

Discuss, consider and take appropriate action on approval of the revised preliminary plat for the Santa Rita Ranch Phase 1 subdivision (Revision 6) – Precinct 2.

### Background

This is revision 6 to the Santa Rita Ranch Phase 1 preliminary plat. This preliminary plat was last revised and approved on December 7, 2021. Since the last re-approval, the Developer has requested to include an additional section within the development. The newly added Section 23 consists of 19 single family lots, 2 open space/water quality/drainage/landscape/utility lots, 1 open space/landscape/utility lot and 894 feet of new public roads.

### Timeline

2022-02-24 – 1st submittal of the revised preliminary plat
2022-03-25 – 1st review complete with comments
2022-04-01 – 2nd submittal of the revised preliminary plat
2022-04-14 – 2nd review complete with comments cleared
2022-04-14 – revised preliminary plat placed on the April 19, 2022 Commissioners Court agenda for consideration

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## Fiscal Impact

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

## Attachments

preliminary plat (rev 6) - Santa Rita Ranch Ph 1

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## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Becky Pruitt | 04/14/2022 12:42 PM |
| Form Started By: Adam Boatright | | Started On: 04/14/2022 11:20 AM |
| Final Approval Date: 04/14/2022 | | |

SANTA RITA INVESTMENTS, LTD
(58.189 ACRES)
TRACT 1
DOC # 2019081646

SANTA RITA INVESTMENT
120.124 ACRES
(TRACT TWO)
DOC # 2018092389

0 300' 600'

SCALE: 1" = 300'

ORIGINAL SUBMITTAL DATE: OCTOBER 17, 2019
REVISION #5 SUBMITTAL DATE: FEBRUARY 24, 2022

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

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

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

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

LOT SUMMARY:

| PHASE | INITIAL SUBMITTAL | REVISION ONE | REVISION TWO | REVISION THREE | CURRENT REVISION | NOTES |
|---|---|---|---|---|---|---|
| 1A | 8 | 8 | 8 | 8 | 8 | PLAT IS RECORDED |
| 1B | 28 | 28 | 28 | 28 | 28 | PLAT IS RECORDED |
| 1C | 33 | 33 | 33 | 33 | 33 | PLAT IS RECORDED |
| 1D | 0 | 5 | 5 | 5 | 5 | PLAT IS RECORDED |
| 1E | 0 | 0 | 9 | 9 | 9 | PLAT IS RECORDED |
| 2A | 25 | 25 | 25 | 25 | 25 | PLAT IS RECORDED |
| 2B | 35 | 35 | 35 | 35 | 35 | PLAT IS RECORDED |
| 3A | 31 | 31 | 31 | 31 | 31 | PLAT IS RECORDED |
| 3B | 28 | 28 | 28 | 28 | 28 | PLAT IS RECORDED |
| 4 | 42 | 42 | 42 | 42 | 42 | PLAT IS RECORDED |
| 5 | 0 | 0 | 0 | 0 | 0 | |
| 6A | 38 | 38 | 38 | 38 | 38 | PLAT IS RECORDED |
| 6B | 0 | 29 | 41 | 41 | 41 | PLAT IS RECORDED |
| 6C | 0 | 0 | 0 | 0 | 0 | PLAT IS RECORDED |
| 7 | 27 | 27 | 18 | 18 | 42 | 24 LOT GAIN |
| 8 | 34 | 40 | 68 | 68 | 68 | PLAT IS RECORDED |
| 9 | 27 | 35 | 54 | 54 | 54 | PLAT IS RECORDED |
| 10 | 17 | 17 | 17 | 17 | 17 | |
| 11 | 62 | 61 | 64 | 64 | 64 | PLAT IS RECORDED |
| 12 | 20 | 20 | 20 | 20 | 20 | PLAT IS RECORDED |
| 13 | 23 | 23 | 23 | 23 | 23 | PLAT IS RECORDED |
| 14 | 45 | 45 | 45 | 45 | 42 | 3 LOT LOSS |
| 15 | 51 | 0 | 0 | 38 | 38 | PLAT IS RECORDED |
| 16 | 58 | 46 | 46 | 71 | 71 | PLAT IS RECORDED |
| 17 | 51 | 41 | 0 | 0 | 0 | PLAT IS RECORDED |
| 18 | 58 | 65 | 65 | 60 | 60 | PLAT IS RECORDED |
| 19 | 41 | 49 | 49 | 49 | 49 | PLAT IS RECORDED |
| 20A | 21 | 51 | 33 | 33 | 33 | PLAT IS RECORDED |
| 20B | 0 | 0 | 21 | 21 | 21 | PLAT IS RECORDED |
| 20C | 0 | 0 | 58 | 58 | 58 | PLAT IS RECORDED |
| 21 | 48 | 50 | 50 | 50 | 50 | PLAT IS RECORDED |
| 22 | 0 | 0 | 0 | 58 | 58 | PLAT IS RECORDED |
| 23 | 0 | 0 | 0 | 0 | 20 | |
| TOTAL | 851 | 872 | 954 | 1070 | 1111 | |

SANTA RITA INVESTMENTS, LTD
(138.71 AC)
DOC NO 2012105943

EXISTING
BRAUN
POND
(TO REMAIN)

TEMPORARY
TURNAROUND
EASEMENT

FUTURE
SCHOOL
SITE

SANTA RITA INVESTMENTS, LTD
(78.96 AC)
DOC NO 2010078328

SANTA RITA KC, LLC.
(17.355 AC.)
DOC. NO. 2019073789

W.Q./
DETENTION
POND
20

W.Q./
DETENTION
POND
21

TEMPORARY
TURNAROUND
EASEMENT

SANTA RITA KC, LLC
(9.259 AC.)
DOC. NO. 2019073786

FEMA ZONE AE
FLOODPLAIN
BOUNDARY

EXISTING 100-YR
FLOODPLAIN BOUNDARY
PER ATLAS 14

SANTA RITA C7
INVESTMENTS, LLC.
(810.32 AC)
TRACT 1
DOC NO 2013061332

SANTA RITA
COMMERICAL LLC.
EX A-2
DOC. NO. 2014042340

W.Q./
DETENTION
POND 1

RONALD REAGAN BOULEVARD

SERRA ROSA BOULEVARD

AUGUSTINE WAY

SERRA ROSA DRIVE

SERRA ROSA LANE

SERRA ROSA COURT

SERRA ROSA CIRCLE

SERRA ROSA WAY

SERRA LISA CIRCLE

SERRA LISA COURT

SERRA LISA DRIVE

SERRA LISA WAY

SERRA LISA LANE

SERRA LISA PLACE

SERRA LISA TRAIL

SERRA LISA CLOS

| LINE TABLE | | |
|---|---|---|
| LINE | BEARING | LENGTH |
| L1 | S09°00'19"W | 87.43 |
| L2 | S69°47'36"W | 35.41 |
| L3 | S18°30'07"W | 45.77 |
| L4 | S82°46'50"W | 31.27 |
| L5 | S66°24'11"W | 34.22 |
| L6 | S60°02'41"E | 76.66 |

| Curve Table | | | |
|---|---|---|---|
| Curve # | Length | Radius | Delta |
| C1 | 178.017 | 482.483 | 021.1398 |
| C2 | 88.248 | 270.000 | 018.7268 |
| C3 | 85.501 | 269.752 | 018.1606 |
| C4 | 112.708 | 269.857 | 023.9300 |
| C5 | 116.376 | 130.000 | 051.2914 |

| STREET NAME | MAINTENANCE AUTHORITY | R.O.W. WIDTH | PAVEMENT WIDTH | SIDEWALKS | DESIGN SPEED | LINEAR FEET | CLASS |
|---|---|---|---|---|---|---|---|
| MODELLO WAY | PUBLIC | 50' | 33' FACE TO FACE | 4' | 25 MPH | **322** | LOCAL |
| VILLORIA COVE | PUBLIC | 50' | 33' FACE TO FACE | 4' | 25 MPH | **572** | LOCAL |
| **TOTAL LINEAR FOOTAGE OF STREETS:** | | | | | | **894** | **L.F.** |

DATE: FEBRUARY 24, 2022

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

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

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

TOTAL ACREAGE: 10.314 ACRES
SURVEY: GREENLEAF FISK SURVEY, ABSTRACT NO. 5

| TOTAL OF LOTS | 22 |
|---|---|
| SINGLE FAMILY LOTS: | 19 |
| O.S., W.Q.E., D.E., P.U.E. & L.S.E LOTS: | 2 |
| O.S., P.U.E. & L.S.E LOTS: | 1 |

0 60' 120'

SCALE: 1" = 60'

LEGEND

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

1A

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

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

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

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

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

VILLORIA COVE (50' ROW)

MODELO WAY (50' ROW)

STRATA DRIVE

ELIZABETH PARK BLVD (ROW VARIES)

ELIZABTEH PARK BLVD

GARDEN GATE LANE

MONROVIA COURT

BEREAN LANE

10' PUE

SIGHT LINE EASEMENT

15' WW EASEMENT PER SRR 3-4 FINAL PLAT

EXISTING WATER QUALITY & DETENTION POND 1

SANTA RITA RANCH PHASE 1, SECTION 1C DOC #201503885

SANTA RITA RANCH PHASE 3, SECTION 2 DOC #2021149800

SANTA RITA RANCH PHASE 3, SECTION 4

SANTA RITA COMMERICAL LLC. EX A-2 DOC. NO. 2014042340

R5

N25°54'55"W 814.38'

N64°09'40"E 215.21'

N66°14'31"E 274.48'

N66°25'39"E 219.20'

S23°31'32"E 170.51'

S23°31'31"E 132.86'

S25°35'18"W 93.38'

DESIGNED BY:

DRAFTED BY:

DATE

REVISION

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

SHEET NAME: PRELIMINARY PLAT

JOB NAME: SANTA RITA RANCH PHASE 1

PROJECT: PRELIMINARY PLAT REVISION 5

STATE OF TEXAS
STEVEN P. CATES
93648
LICENSED PROFESSIONAL ENGINEER
CARLSON, BRIGANCE & DOERING, INC.
ID# F3791
4-1-2022

DATE: OCT 2021

JOB NUMBER: 5009

SHEET: 2 OF 2

SHEET NO.: 2

FILE PATH:J:\ACAD\5009\dwg\PHASE 1 PRELIM REV 5\5009-PRELIM PLAT.dwg - Apr 01, 2022 - 4:08pm

**Commissioners Court - Regular Session** **25.**

**Meeting Date:** 04/19/2022

Samsung Donation to Williamson County Rural Relief Fund

**Submitted By:** Connie Odom, Public Information Office

**Department:** Public Information Office

**Agenda Category:** Regular Agenda Items

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**Information**

**Agenda Item**

Discuss, consider and take appropriate action on a donation from Samsung to the Williamson County Rural Relief Fund. The fund was created by the Williamson County Farm Bureau as a non-profit relief fund for rural residents of Williamson County who have been impacted by the recent tornados that hit Williamson County on March 21.

**Background**

Bob Avant with the Williamson County Farm Bureau will accept a check from representatives of Samsung for the Williamson County Rural Relief Fund. The Williamson County Farm Bureau Board approved $25,000 to start the WCRRF, a non-profit relief fund for rural residents of Williamson County who have been impacted by the recent tornados that hit Williamson County on March 21. Donations can be made by contacting Susan Pick, WCFB, at 512-365-5212.

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**Fiscal Impact**

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

**Attachments**

*No file(s) attached.*

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Becky Pruitt | 04/11/2022 10:37 AM |
| Form Started By: Connie Odom | | Started On: 04/11/2022 09:30 AM |
| Final Approval Date: 04/11/2022 | | |

**Commissioners Court - Regular Session** **26.**

**Meeting Date:** 04/19/2022

March 21st, 2022 Tornado Response Recognition

**Submitted By:** Michael Shoe, Emergency Management

**Department:** Emergency Management

**Agenda Category:** Regular Agenda Items

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**Information**

**Agenda Item**

Discuss, consider and take appropriate action on recognizing the community partners who assisted the Cities of Granger, Hutto, Jarrell, Round Rock, and Taylor and the unincorporated areas of our community during the tornadoes on March 21st, 2022.

**Background**

Williamson County Office of Emergency Management would like to recognize certain individuals on behalf of all the partners that responded to the tornadoes on March 21st, 2022. The donation of time, people, equipment, and other resources allowed for the quick and safe recovery efforts to begin while asking for nothing in return. The tornado event showed neighbor helping neighbor and brought our community together again as Texans helped Texans.

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**Fiscal Impact**

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

**Attachments**

*No file(s) attached.*

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Becky Pruitt | 04/06/2022 04:43 PM |
| Form Started By: Michael Shoe | | Started On: 04/06/2022 12:03 PM |
| Final Approval Date: 04/06/2022 | | |

**Commissioners Court - Regular Session** **27.**

**Meeting Date:** 04/19/2022

Proclamation - National Crime Victims' Rights Week

**Submitted For:** D. Hobbs **Submitted By:** Stephanie Lloyd, County Attorney

**Department:** County Attorney

**Agenda Category:** Regular Agenda Items

## Information

**Agenda Item**

Discuss, consider, and take appropriate action on a Proclamation recognizing April 24-30, 2022 as Crime Victims's Rights Week.

**Background**

## Fiscal Impact

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

## Attachments

Proclamation

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Becky Pruitt | 04/13/2022 10:13 AM |
| Form Started By: Stephanie Lloyd | | Started On: 04/12/2022 04:35 PM |
| Final Approval Date: 04/13/2022 | | |

# NATIONAL CRIME VICTIMS' RIGHTS WEEK PROCLAMATION

**WHEREAS** the term "victim" is more than just a label and has legal standing and protections that go along with it;

**WHEREAS** crime victims' rights acts passed here in Texas and at the federal level guarantee victims the right to meaningfully participate in the criminal justice process;

**WHEREAS** victim service providers, advocates, law enforcement officers, attorneys, and other allied professionals can help survivors find their justice by enforcing these rights;

**WHEREAS** victim service providers and allied professionals can reach more victims through innovative, trauma-informed programs, such as telehealth services and multidisciplinary teams;

**WHEREAS** victim service providers and allied professionals can increase access to victim services and compensation in areas that have been historically underserved, marginalized, and adversely affected by inequality by implementing culturally responsive services;

**WHEREAS** equity and inclusion are fundamental prerequisites to survivor care, and survivor-led services that provide victims with opportunities to share their experiences are essential blueprints for support;

**WHEREAS** National Crime Victims' Rights Week provides an opportunity to recommit to ensuring that accessible, appropriate, and trauma-informed services are offered to all victims of crime; and

**WHEREAS** Williamson County is hereby dedicated to helping crime survivors find their justice by enforcing victims' rights, expanding access to services, and ensuring equity and inclusion for all.

NOW, THEREFORE, the WILLIAMSON COUNTY TEXAS COMMISSIONERS COURT, does hereby proclaim the week of April 24-30, 2022, as

**CRIME VICTIMS' RIGHTS WEEK**

And reaffirm the commitment of WILLIAMSON COUNTY, TEXAS to a victim service and criminal justice response that assists all victims of crime during Crime Victims' Rights Week and throughout the year; and to express our sincere gratitude and appreciation for those community members, victim service providers, and criminal justice professionals who are committed to improving our response to all victims of crime so that they may find relevant assistance, support, justice, and peace.

THIS THE 19th DAY OF APRIL, 2022

_____

JUDGE BILL GRAVELL

## RIGHTS, ACCESS, EQUITY, FOR ALL VICTIMS

**Commissioners Court - Regular Session** **28.**

**Meeting Date:** 04/19/2022

Annual AgriLife Extension Report

**Submitted By:** Katherine Whitney, Extension Service

**Department:** Extension Service

**Agenda Category:** Regular Agenda Items

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**Information**

**Agenda Item**

Hear a presentation from Dr. Donald Kelm, District 8 Extension Administrator, on the impact of Williamson County Extension Agents on the community.

**Background**

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**Fiscal Impact**

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

**Attachments**

Williamson 2022

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Becky Pruitt | 04/14/2022 12:42 PM |
| Form Started By: Katherine Whitney | | Started On: 04/14/2022 11:15 AM |
| Final Approval Date: 04/14/2022 | | |

Making a Difference *in Comanche County*

April 2018

TEXAS A&M AGRILIFE EXTENSION

PRAIRIE VIEW A&M UNIVERSITY
COLLEGE OF AGRICULTURE AND HUMAN SCIENCES
Cooperative Extension Program

# Extension Newsletter for County Commissioners Court

## What is 4-H?

### Scholarship

Each year, the Texas 4-H Youth Development Program awards an estimated $2.2 million in scholarships to high school seniors. In 2021, 36 youth from the Central District 8 earned $421,500 in scholarship money for advanced education.

The youth from Bell, Bosque, Coryell, Ellis, Hamilton, Hill, Hood, Johnson, Leon, McLennan, Milam, Navarro, and Robertson Counties are seeking advanced degrees in fields such as Interdisciplinary Studies, Business, Marketing, Food Science, Agribusiness, Agricultural Leadership & Development, Poultry Science, Mechanical Engineering, Bilingual Education, Culinary Arts, Social Work, Agricultural Economics, Agricultural Education, Business Management, Welding, Animal Science, Environmental Science, Kinesiology, Finance, Art Education, Psychology, Physics, Biomedical Sciences, Electrical Engineering, Equine Science, Public Health, Agricultural Communication, Pre-law, Electrical Power & Controls, Chemistry, Early Childhood Education, and Nursing. Upon completion of their advanced degrees, many of the youth have indicated they would like to return to give back to the communities that helped make their futures possible.

The Texas 4-H scholarship program began in 1959. At that time, the Houston Livestock Show & Rodeo awarded youth with scholarships in the amount of $1,000. Today the largest scholarships are $20,000 presented by the San Antonio Livestock Exposition & the Houston Livestock Show & Rodeo

In 2022, the scholarship program will celebrate 65 years of providing college scholarships to Texas 4-H members and continues to be the largest 4-H scholarship program in the United States.

### 4-H Project Work and Contests

4-H projects are the educational experiences in which youth who are 4-H members participate. A project is defined as consisting of 5-6 new learning experiences, leadership, community service, and exhibition of their project work. Youth engage in learning experiences through a variety of methods such as project meetings, workshops, tours, interviews, research, and more. All youth are encouraged to teach others about what they have learned to gain leadership skills and are also encouraged to help give back to their community. In addition, youth can engage in competitive events such as presentations, speeches, demonstrations, and/or recordbooks. Adult volunteer leaders will help youth in setting and reaching their goals through their project work.

**Big 5 Projects in District 8**

Agriculture & Livestock ……..6049
Family & Community Health..……....5653
Leadership……..……...1437
Natural Resources...……...3269
STEM…….…… ....944

**Ag and Natural Resources Project Contest Areas**

Dairy Cattle Judging……..27
Holiday Classic……...……..……...492

**Gary Pastushok**, CEA-AG and Natural Resources
**Katie Sharpton** CEA-Family & Community Health
**Brittany Allen**, CEA-4-H Youth Development
**Kate Whitney**, CEA-Horticulture
**Shelley Franklin**, CEA-Natural Resources
**Heidi Fowler**, -Better Living for Texans

Horse Judging……..……...25
Horse Show……..……..91
Livestock Judging……..……..162
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Rifle/Light Rifle……47& 70

**Family & Community Health Project Contest Area**

Fashion Show & Fashion Storyboard ……..… …65 & 15
Duds to Dazzle…… ……..…….24
Food Challenge……...191
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Consumer Decision Making…… ……138

**Leadership and Personal Development**

Leaders 4 Life Skillathon……..… ……30
SURGE (Leadership Lab)……..… ……93
Photography Entries……. ……...436
Recordbooks (District & State Qualifiers)……..…… …267 & 58
Roundup (District & State Qualifiers/Representatives)…. ..161 & 434
Quiz Bowls (FCH, Horse, & Livestock)

### District 8 4-H SURGE (Leadership Lab)

The 4-H Youth Development Program prides itself on teaching leadership life skills to its youth members to grow into successful, contributing members of society in adulthood. One even that teaches and helps youth develop the life skills of our 4-H members is District 8 4-H SURGE (formerly known as Leadership Lab). It is a three-day, two-night program targeted at 4-H members in grade 8-12. District 8 boasts of having the largest participation in the state for the last several years.

Each year, we put a significant emphasis on learning life-skills through hands-on activities. At this year's camp, youth were challenged to push out of their comfort zone through the Ropes Course. They were then challenged to find their inner scientist and solve the mystery of the STEM Escape Room & their inner grill master with our Grilling & Outdoor Cooking workshop. Finally, our youth were given the opportunity to explore Longhorn Caverns and learn about the history and science behind those caverns.

**District 8 4-H**
*Making the Best Better*

## Agriculture and Natural Resources:

• *Tri-County Cow-Calf Workshop* was held Jan 6, 2022 and included sessions on marketing cattle, pasture weeds, livestock nutrition, and producer-owned processing facilities (135 attendees).

• *The Small Grains and Cover Crops Field Day* was held on April 27, 2021. Topics included new wheat and oat varieties and cover crop choices, and winter weed management (12 attendees).

• The 1st Annual *Fiber Hemp Variety* Grower Field Day. Topics included: agronomy and performance of varieties, legal issues, sourcing seedstock and the best management practices (50 attendees).

• The *Blackland Income Growth Conference* was held in Waco on January 11. The Grains Session held a market/fertilizer updates, pest management in corn and sorghum, and a CEU-supported session on sprayer design and managing sprayer drift (28 attended).

• *D8 Farm and Ranch Seminar*: This 8-CEU event was held on December 9 2021. Topics included Pesticide Laws and Regulations; Pasture pests; Feral Hog Programs, Weeds and Brush management; Vectors, and pesticide handling (38 attended).

• *Master Naturalists***:** The *Goodwater Branch* has 143 active members who logged 10,397 volunteer hours in 2021.

## Family & Consumer Sciences:

• Wellness Wednesday: weekly social media posts to inform community on healthy topics and recipe video demonstrations. 13 total posts with 2,044 engagements.

Better Living for Texans (BLT)

As of February 2022, there were 11,458 SNAP recipients and 27,186 SNAP-eligible residents in Williamson County. The BLT Program provides free nutrition education classes for adult and youth SNAP-eligible audiences.

•*Get the Facts* is an on-going series with Foster Grandparents (12 participants).

•*Walk N Talk* is an on-going series with Boys & Girls Club of Georgetown (20 participants). *Learn Grow Eat Go* series anticipated start April 2022 with Boys & Girls Club of Georgetown.

•*A Fresh Start to a Healthier You* is an on-going series with San Gabriel Apartments-Liberty Hill (3 participants).

•*Get the Facts* is an on-going series with Annunciation Maternity Home (5 participants).

•*Walk N Talk (2 different series) & Choose Healthy* with Bartlett ISD BARK CAMP to be completed in June-July 2022.

## Horticulture:

• *Lawn & Garden 101* is a seven week series to teach basic home lawn and garden topics for new residents in Williamson County. (89 participants)

•*Green Thumbs Up Gardening* is a monthly series held at three locations in the county: Round Rock Public Library, Cedar Park Public Library, and Brushy Creek Community Center

•*Hands on in the Garden* is a monthly gardening class held at the Master Gardener demonstration garden

•*Vegetable Conference* was held on April 6, 2022. Topics included weed and pest management, organic vegetable production, high tunnels to extend the season (50 participants)

•The *Pecan Field Day* was held on March 22, 2022. Topics included strategies for new pecan disease, terminal leaf dieback, pecan scab, pest control, and orchard management (22 participants)

• 32 interns completed the Master Gardener Volunteer Certification program in the Fall of 2021. The volunteers will complete 50 volunteer hours to become certified volunteers.

## 4-H and Youth Development:

•Youth enrollment **492**; Adult volunteers **108**; **16** Clubs

•Curriculum enrichment is a large part of the youth development program. This year we have reached **782** Williamson County youth in public schools, private schools, and homeschools through curriculum enrichment. The most popular program is the Egg to Chick program, which allows students to observe and learn about the life cycle of a chick through the incubation and hatching process. We have also provided lessons on horticulture, and hope to soon add STEM-related programs.

4-H Youth Leadership and Personal Development

- **27** County Council members
- **2** Texas 4-H Livestock Ambassadors
- **4** Texas 4-H Water Ambassadors
- **1** Texas 4-H Healthy Youth Ambassadors
- **2** Texas 4-H Fashion and Interior Design Ambassadors
- **1** District 8 4-H Council Member

•Williamson County Extension Education Association awarded 2 scholarships to Williamson County 4-H members.

Shooting sports:

Williamson County boasts **209** Shooting Sports Club members in five disciplines: rifle, pistol, shotgun, black powder and archery. Young Guns HOA at SALE—$10,000 Scholarship, HOA at HLSR—$1,000 Scholarship

Williamson County Livestock Show & Youth Fair:

• **135** exhibitors with **400** entries

Highlights include: 5 Grand Champion Animals and 6 Reserve Champion Animals

• Williamson County Youth Fair was held December 7-10 in Taylor, TX. We had a total of 706 project entries with 24 Best in Show exhibits auctioned at the live auction in conjunction with Williamson County Livestock Show.

Texas Major Livestock Shows:

• 88 Youth Livestock Exhibitors & 32 Contest Participants

• Highlights: Scholarships for: Champion Beef Challenge $16,000 (FWSS), High Point Individual Livestock Judging $10,000 (SALE) and Champion Turkey $10,000 (SALE)

Thanks for allowing me the opportunity to update you on the Extension educational programming in Williamson County and the efforts being made by your county Extension agents Kate, Katie, Brittany, Gary, Heidi, and Shelley. They continue to provide programming which is in tune with our mission which is to provide quality, relevant outreach and continuing educational programs and services to the people of Texas. If you ever have any questions, comments, or concerns, please do not hesitate to give me a call at 254-968-4144 ext.204 or e-mail at d-kelm@tamu.edu.

Donald W. Kelm, Ed.D.
District Extension Administrator

*Texas A&M AgriLife Extension provides equal opportunities in its programs and employment to all persons, regardless of race, color, sex, religion, national origin, disability, age, genetic information, veteran status, sexual orientation, or gender identity.*

**Commissioners Court - Regular Session** **29.**

**Meeting Date:** 04/19/2022

Golden Post Award

**Submitted By:** Connie Odom, Public Information Office

**Department:** Public Information Office

**Agenda Category:** Regular Agenda Items

## Information

### Agenda Item

Discuss, consider, and recognize Williamson County Public Affairs for receiving the 2022 Golden Post Award for Best Use of Long-Form Video at the Government in Social Media conference.

### Background

Williamson County Public Affairs entered the virtual ribbon-cutting video for the Brushy Creek Regional Trail Phase V in the Golden Post Awards. Phase V meanders along Brushy Creek for an out and back 1-mile trek just west of Chisholm Trail Road in Round Rock. The video was created by Lauren Gammon and featured a parody of "Be Our Guest" written by Commissioner Terry Cook and sung by Cathie Sheridan. Drew Carman, Rvi Planning, was the designer and project lead for the trail. The video also featured several cast members from the Williamson County Parks Department.

## Fiscal Impact

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

## Attachments

*No file(s) attached.*

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Becky Pruitt | 04/04/2022 04:03 PM |
| Form Started By: Connie Odom | | Started On: 04/04/2022 09:19 AM |
| Final Approval Date: 04/04/2022 | | |

**Commissioners Court - Regular Session** **30.**

**Meeting Date:** 04/19/2022

2021 Comprehensive Annual Financial Report and the Popular Annual Financial Report

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

**Department:** County Auditor

**Agenda Category:** Regular Agenda Items

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**Information**

**Agenda Item**

Receive, review and discuss the 2021 Comprehensive Annual Financial Report and the Popular Annual Financial Report. Only if necessary, take action regarding the same.

**Background**

This presentation will be made by Julie Kiley and Rebecca Goldstein of Weaver and Tidwell.

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**Fiscal Impact**

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

**Attachments**

2021 Comprehensive Annual Financial Report

2021 Popular Annual Financial Report

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Becky Pruitt | 04/13/2022 10:40 AM |
| Form Started By: Melanie Denny | | Started On: 04/07/2022 02:04 PM |
| Final Approval Date: 04/13/2022 | | |

# Williamson County, Texas

Comprehensive Annual Financial Report
For the Fiscal Year Ended September 30, 2021

weaver
Assurance • Tax • Advisory

**Williamson County, Texas**
Comprehensive Annual Financial Report
Fiscal Year Ended September 30, 2021
Principal Officials

| | |
|---|---|
| County Judge | Bill Gravell Jr. |
| Commissioner, Precinct 1 | Terry Cook |
| Commissioner, Precinct 2 | Cynthia Long |
| Commissioner, Precinct 3 | Valerie Covey |
| Commissioner, Precinct 4 | Russ Boles |
| County Auditor | Jerri L. Jones |
| Tax Assessor-Collector | Larry Gaddes |
| County Clerk | Nancy Rister |
| County Attorney | Doyle “Dee” Hobbs |
| County Treasurer | D. Scott Heselmeyer |
| District Clerk | Lisa David |
| District Attorney | Shawn Dick |
| Sheriff | Mike Gleason |

**Official Issuing Report**
Jerri L. Jones
County Auditor

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# Williamson County, Texas

Comprehensive Annual Financial Report
Fiscal Year Ended September 30, 2021
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# Introductory Section

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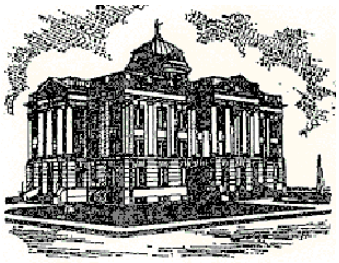


**AUDITOR'S OFFICE**
**Williamson County Courthouse**
**710 Main Street, Suite 301**
**Georgetown, Texas 78626**
***Phone: 512/943-1500***
**Fax: 512/943-1567**

MARCH 28, 2022

The Honorable District Judges
Betsy Lambeth, 425th Judicial District
Donna King, 26th Judicial District
Stacey Mathews, 277th Judicial District
Rick J. Kennon, 368th Judicial District
Ryan D. Larson, 395th Judicial District

The Honorable Commissioners Court, Williamson County, Texas
Bill Gravell Jr., County Judge
Terry Cook, County Commissioner, Precinct 1
Cynthia Long, County Commissioner, Precinct 2
Valerie Covey, County Commissioner, Precinct 3
Russ Boles, County Commissioner, Precinct 4

The Citizens of Williamson County

District Judges, Commissioners Court and Fellow Citizens:

State law requires that all general-purpose local governments publish within six months of the close of each fiscal year a complete set of financial statements presented in conformity with generally accepted accounting principles (GAAP) and audited in accordance with generally accepted auditing standards by a firm of licensed certified public accountants. Pursuant to that requirement, we hereby issue the comprehensive annual financial report of Williamson County for the fiscal year ended September 30, 2021.

The County Auditor has oversight of all financial records of the county. It is the County Auditor's responsibility to prescribe the systems and procedures for handling the finances of the county, certify available funds for the county budget, and examine, audit, and approve all disbursements from county funds prior to their submission to the Commissioners Court for approval. In addition, the County Auditor serves as the Chief Financial Officer for federal and state financial award programs, the Juvenile Service Department and for the Adult Probation Department.

This report consists of management's representations concerning the finances of Williamson County. Consequently, management assumes full responsibility for the completeness and reliability of the information presented in this report. To provide a reasonable basis for making these representations, management of Williamson County has established a comprehensive internal control framework that is designed both to protect the government's assets from loss, theft, or misuse and to compile sufficient reliable information for the preparation of Williamson County's financial statements in conformity with GAAP. The County Auditor's Office audits the following: all fee collecting offices; contracts; purchasing; payroll which is prepared by the departments; and all invoices/payments requested and approved by county departments. Williamson County's comprehensive framework of internal controls has been designed to cost effectively provide reasonable rather than absolute assurance that the financial statements will be free from material misstatement. As financial management, we assert that, to the best of our knowledge and belief, this financial report is complete and reliable in all material respects.

Williamson County's financial statements have been audited by Weaver and Tidwell, L.L.P., a firm of licensed certified public accountants. The goal of the independent audit was to provide reasonable assurance that the financial statements of Williamson County for the fiscal year ended September 30, 2021, are free of material misstatement. The independent audit involved examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; assessing the accounting principles used and significant estimates made by management; and evaluating the overall financial statement presentation. The independent auditor concluded, based on the audit, that there was a reasonable basis for rendering an unmodified opinion that Williamson County's financial statements for the fiscal year ended September 30, 2021, are fairly presented in conformity with GAAP. The independent auditor's report is presented as the first component of the financial section of this report.

The independent audit of the financial statements of Williamson County was part of a broader, federally mandated "Single Audit" designed to meet the special needs of federal and state grantor agencies. The standards governing Single Audit engagements require the independent auditor to report not only on the fair presentation of the financial statements, but also on the audited government's internal controls and legal requirements involving the administration of federal and state awards. These reports are available in the last section of this report.

GAAP requires that management provide a narrative introduction, overview, and analysis to accompany the basic financial statements in the form of Management's Discussion and Analysis (MD&A). This letter of transmittal is designed to complement MD&A and should be read in conjunction with it. Williamson County's MD&A can be found immediately following the report of the independent auditors.

**Profile of the Government**

Williamson County, organized in 1848, is in the central part of the state, and one of the top growth areas in the state and in the country. Williamson County currently occupies a land area of 1,135 square miles and serves an estimated population of 609,017.

Williamson County is a political subdivision of the State of Texas. Williamson County is empowered to levy a property tax on both real and personal properties located within its boundaries. This levy provides 81% of the revenue for the General Fund and 99% of the revenue for the Debt Service Fund. It has no legislative powers and restrictive judicial and administrative powers. The governing body of the County is the Commissioners Court of five members. The County Judge is the chairperson of the court and the Commissioners from each of the four precincts are also members. The Court has only such powers as are conferred upon it by the Constitution and the laws of the State, or as may be hereafter prescribed. None has the authority to act on their own but must act only as a whole.

Williamson County provides essential things that make our communities livable: roads and bridges, public improvements, juvenile detention and education, law enforcement and corrections, a court system to protect our legal rights, secure storage of our important public records, and protection against threats to public health, to include providing health care to the indigent. Williamson County, beyond the Texas Constitutional requirements, also provides parks and emergency medical services that add to the quality of life for residents.

In accordance with Local Government Code Chapter 111, the County has reached a population of more than 125,000 and the Commissioners Court has appointed a Budget Officer. The Budget Officer is responsible for preparing a county budget for the fiscal year. In preparing and monitoring the budget, the budget officer may require the county auditor or other district, county, or precinct officer of the county to provide information necessary for the budget officer to properly prepare or monitor the budget. The budget must be carefully itemized to make possible a comparison of the proposed expenditures with the expenditures of the preceding year. The budget must show as definitively as possible or with reasonable accuracy the purpose of each expenditure and the amount of money to be spent.

By statute, the County Auditor is solely responsible for projecting the revenues for the County. Once these processes are complete, the Budget Officer files a copy of the proposed budget with the County Clerk. The Commissioners Court holds a public hearing on the proposed budget. Any taxpayer of the County may attend and may participate in the hearing.

At the conclusion of the public hearing, the Commissioners Court acts on the proposed budget. The Commissioners Court may make changes in the proposed budget that it considers warranted by law and required by the interest of the taxpayers.

The Commissioners Court may levy taxes only in accordance with the budget. After final approval of the budget, the Commissioners Court shall file the budget with the County Auditor and County Clerk and may spend county funds only in strict compliance with the budget, except in an emergency.

The Commissioners Court may authorize an emergency expenditure as an amendment to the original budget only in a case of grave public necessity to meet an unusual and unforeseen condition that could not have been included in the original budget using reasonably diligent thought and attention. If the Court amends the original budget to meet an emergency, the Court files a copy of its order amending the budget with the County Clerk. The clerk attaches the copy to the original budget.

The Commissioners Court, by order, may authorize line-item transfers between budgeted items within the same fund without authorizing an emergency expenditure.

State Law requires counties to adopt a budget before they adopt a tax rate. Chapter 26 of the Property Tax Code requires taxing units to comply with truth-in-taxation laws in setting their tax rates. This law has two purposes:

- to make the taxpayers more knowledgeable about tax rate proposals; and
- in certain cases, to allow taxpayers to roll back or limit a tax increase.

**Factors Affecting Financial Condition**

The information presented in the financial statements is perhaps best understood when it is considered from the broader perspective of the specific environment within which Williamson County operates.

**Local Economy.** Williamson County continues to be one of the fastest growing counties in the state. Since 2010, the county's population has grown by 44 percent. It is the 3rd fastest growing county in Texas. Williamson County's growth has been fueled by its location on the I-35 corridor and close access to Austin, Texas. Even though certain sectors of the economy have been impacted by the pandemic, area home sales, new businesses and business expansions have been drivers for the continued growth in the region. Home sales across the region were up 2.5% in 2021. Median home prices increased 38.8% in Williamson County. Growth in the tech sector is a primary driver of jobs in the region. Companies including SpaceX and Amazon are planning new facilities in the region. A manufacturing facility for SpaceX is planned near the Tesla plant. The Tesla plant is located off Texas 130 in East Austin. Amazon opened a 3.8 million square foot fulfillment center in Pflugerville. The facility is expected to hire 1,000 full time employees. These developments have a positive economic benefit to Williamson County.

The County has a diverse workforce. This attracts new businesses to locate to the area. Job creation has caused many of the cities in the county to be some of the fastest growing cities in the country. Round Rock is the largest city in Williamson County. Georgetown, Leander, and Cedar Park have populations exceeding 50,000. New housing, building permits and new roads also demonstrate the growth. The diversity in the economy makes the County less vulnerable to economic downturns. The unemployment rate has been lower than the national average. The County unemployment rate decreased from 5.7% in September 2020 to 3.5% in September of 2021; the rate was significantly lower than the national rate for September which decreased from 7.7% in 2020 to 4.6% in 2021. The unemployment rates for Williamson County are near pre-pandemic levels.

The County continues to experience job growth and proliferation of business and residential development. Business incentives, a low tax rate and affordable housing are major factors that have contributed to the growth of the county. In the 2020 Census, Williamson County's population was 609,017. Williamson County's population grew by 44.1% from 2010 to 2020, making Williamson County the 3rd fastest growing county in Texas. Williamson County population is expected to grow to more than 1.6 million by 2050.

Throughout the county, businesses are expanding or moving to the area. In Taylor, Samsung will build a $17 billion semiconductor factory. The 6 million square foot plant will bring 2,000 jobs to eastern Williamson County. The project is expected to start in 2022 with a projected production date in 2024. The project will create at least 6,500 construction jobs. The project is the largest investment Samsung has made in the United States. Firefly Aerospace is expanding. The expansion is a 40,000 square foot building and will create more than 680 new jobs. The company was awarded a $93.3 million contract from NASA to deliver payload to the moon in 2023. Ametrine is relocating to Round Rock. Ametrine is a manufacturer of advance multispectral camouflage systems. The company has many projects with the US Department of Defense. The company plans to create 140 jobs with an average wage of $75,000. Loram Technologies, a global rail maintenance and rail services company, will construct an innovation center for research and development in Georgetown. The company expects to employ 310 at the new center which includes 150 new positions. Advanced door machinery company Kval broke ground on a 52,500 square foot facility in Hutto. The facility is expected to bring 80 jobs.

Other developments continue throughout the county. Housing developments are occurring all over the county. Round Rock Lofts is a planned unit development that will have 10,000 square feet of commercial space and up to 45 residential units. Additionally, a three story 336 apartment complex unit will be built. The $37 million complex will feature 16 buildings, a pool, a clubhouse, a courtyard and fitness center. A 178 acre master planned community named Homestead at Old Settlers Park will bring 500 new homes. Dell Children's broke ground on a new Dell Children's Medical Center in Williamson County. The facility will contain 36 beds, an emergency room, two operating rooms and several endoscopy rooms. The Dell Children's Medical Center is scheduled to open in November 2022, and will be designated as a Level 3 Pediatric Trauma Center.

New entertainment venues are opening in the county. A pickleball and entertainment complex will be built in Cedar Park by Electric Pickle. The complex will include 12 pickleball courts and a two-story restaurant. The complex will host live music, cornhole and bocce ball courts and other group gatherings. Another entertainment venue will be opening soon. Formally known as Nutty Brown Amphitheater, Round Rock Amp will feature various events to include concerts, festivals, and community events. Embassy Suites will open a new hotel and conference center near the Round Rock Premium Outlets and Bass Pro Shops. The 180-guest room hotel will have 17,000 square feet of event space and 12 meeting rooms.

Williamson County is part of the Austin-Round Rock metropolitan area. The metropolitan area continues to be a top performer in numerous national rankings. Since 2010 the County has been listed as one of the healthiest counties in Texas. In 2021 the County ranked 2nd. In 2021, the National Council for Home Safety and Security named Hutto as the safest city in Texas. Ascent named Cedar Park as the most affordable place to live based on cost of living and median income.

**Long-Term Financial Planning.** In November 2013, Williamson County voters approved $275 million in road construction and improvement bonds and $40 million in park bonds. The $275 million General Obligation Road Bond projects spent $29 million in FY2021 on engineering and construction for various roadways such as CR 101 (US 79 to North of Chandler Road) ($7M), Corridor C/SH29 Bypass ($4.1M), Hairy Man Road/Brushy Creek Road Safety Improvement ($3.7M), CR 110 Middle Phase 2 (Limmer Loop to CR 107) ($2.2M), North Mays Extension (Paloma Drive to Oakmont Drive) ($1.8M), RM 2243 Re-Alignment (183A to IH35) ($1.4M) and Seward Junction Southeast (US 183 to CR 259 to SH 29 at CR 266) ($1.1M). In FY 2021, the $40 million General Obligation Park Bonds spent $1.6 million. The major projects for the park bond during the fiscal year were land acquisitions for park land ($598K), River Ranch Phase 1 ($625K), Hike and Bike Trail ($227K) and River Ranch Interpretive Center ($110K).

Williamson County has partnered with other entities to complete some of the road bond projects. The City of Taylor partnered with Williamson County on construction of CR 101. Williamson County has also partnered with the City of Round Rock on the North Mays Extension.

In November 2019, Williamson County voters approved $412 million in road construction and improvement bonds and $35 million in park bonds. In February 2020, the County sold $312 million of the road bonds and the entire $35 million of the park bonds. During FY2021, the $312 million General Obligation Road Bond spent $52 million on design and engineering on various road bond projects such as the Southeast Corridor Study ($17M), FM 3349 at US 79 Interchange ($5.2M), CR 401/404 Improvements ($3.8M), Forest North Drainage Study ($3.1M), Liberty Hill Bypass (RM 1869 to CR 279) ($3.1), Corridor H/Sam Bass Road ($2.3M). In FY 2021, the $35 million General Obligation Park Bond spent $300K on design for various projects such as Southwest Regional Park Restrooms, Champion Park Parking Lot, and Brushy Creek Trail/Hairy Man Road.

In May 2015, Williamson County issued $59,645,000 in Certificates of Obligation (2015 CO) to build County facilities and buildings. In FY 2021, the 2015 CO bond spent a total of $1.6 million. The bond funds were spent towards the Inner Loop Annex Modifications ($647K), the Justice Center HVAC System Replacement ($250K) and North Campus Improvements ($122K).

In August 2021, the Williamson County Commissioner's Court approved the sale of Limited Tax Notes, Series 2021 in the amount of $200 Million. The sale of the notes was primarily for a new Administration Building as well as a Juvenile Justice Center addition. No projects began in FY2021, however preliminary work is expected to begin in FY2022.

**Relevant Financial Policies**

Financial Policy. The Williamson County Commissioners Court ensures financial stability within the county government by adopting proactive, responsible policies that allow the County to respond to growth and infrastructure needs while maintaining a high standard of county-provided services. The Financial Policy guides Commissioners Court as they evaluate funding decisions for future county services. The Court will continue to identify early opportunities to reprioritize projects and investments and adjust strategies where necessary.

Debt Management Policy. This policy has been adopted to provide a conceptual framework for the issuance and management of debt. This policy recognizes the capital improvement needs of a growing county and the need to balance the taxpayer's ability to pay. The County will consider various factors before the issuance of debt and take a prudent approach.

Fund Balance Policy. The County has adopted a policy to maintain an appropriate level of fund balance. The level of the Unassigned Fund Balance for the General fund shall not be less than 35% of total General Fund budgeted expenditures.

County Investment Policy. The objectives of the County's investment policy are to match the suitability of investments to financial requirements; achieve safety of principal; maintain liquidity; diversify the portfolio by investment type, issuer, and maturity sector; and to seek the highest possible yield within policy and cash flow constraints. The policy adheres to the statutory requirements of Local Government Code 116.112(a) and/or Title X, Chapter 2256, Section 2556.005 (f) and (g) of the Texas Government Code.

The conservative fiscal stewardship and county policies contributed to the affirmation of the County's bond rating of AAA by Standard & Poors and Fitch Ratings throughout 2021. These ratings enable the County to have lower interest rates when issuing bonds resulting in substantial savings to the taxpayers.

**Special Recognition and Appreciation**. In each Certified Annual Financial Report, the Auditor's Office recognizes an individual or individuals who have significantly contributed to our efforts to maximize efficiencies within Williamson County. This year, I would like to recognize the County Auditor's Office staff, in its entirety, for their exemplary effort in handling and reporting on COVID-19 related funding.

We all know the immediate challenges the COVID-19 pandemic posed to office environments. In addition, the Coronavirus Aid Relief, and Economic Security Act (CARES) funding came down from the federal government in 2020 and started an avalanche of reporting requirements. This was shortly followed in 2021 by the American Rescue Plan Act (ARPA). On top of the "normal" workload experienced by the County's chief financial and accounting office, navigating these two acts has been challenging. The additional workload caused by these acts, with no added staff, stretched this office to its limits, but the Auditor's Office staff continues to push themselves day after day. The Leadership Team and the Auditor's Office staff, from the newest employee to the most tenured, have been amazing as they weather each storm in their personal and professional lives to ensure that our taxpayer dollars are spent carefully and prudently. I could not be prouder of my entire staff, and I recognize them for their extraordinary efforts.

**Awards and Acknowledgements**

**Comprehensive Annual Financial Report:** The Government Finance Officers Association of the United States and Canada (GFOA) awarded a Certificate of Achievement for Excellence in Financial Reporting to Williamson County for its Comprehensive Annual Financial Report for the fiscal year ended September 30, 2020. This was the 29th consecutive year that the County has achieved this prestigious award. To be awarded a Certificate of Achievement, a government must publish an easily readable and efficiently organized comprehensive annual financial report. This report must satisfy both generally accepted accounting principles and applicable legal requirements. A Certificate of Achievement is valid for a period of one year only. We believe that our comprehensive annual financial report for FY 2021 continues to meet the Certificate of Achievement Program's requirements and we are submitting it to the GFOA to determine its eligibility for another certificate. A copy of this report can be found on the County website at www.wilco.org.

**Popular Annual Financial Report:** The Government Finance Officers Association of the United States and Canada (GFOA) has given an Award for Outstanding Achievement in Popular Annual Financial Reporting to Williamson County for its Popular Annual Financial Report (PAFR) for the fiscal year ended September 30, 2020. This was the 16th consecutive year that the County has achieved this award. The Award for Outstanding Achievement in Popular Annual Financial Reporting is a prestigious national award recognizing conformance with the highest standards for preparation of state and local government popular reports. To receive the Award for Outstanding Achievement in Popular Annual Financial Reporting, a government unit must publish a popular annual financial report, whose contents conform to program standards of creativity, presentation, understandability, and reader appeal. An Award for Outstanding Achievement in Popular Annual Financial Reporting is valid for a period of one year only. We believe that our popular annual financial report for FY 2021, which will be submitted to the GFOA, continues to conform to the Popular Annual Financial Reporting requirements. A copy of this report can also be found on the County website at www.wilco.org.

This financial report is possible because of the efficient and dedicated service of the audit team of Weaver and Tidwell, L.L.P. In addition, allow me to express my appreciation to the Commissioners Court and the Audit Committee for their interest and continued support and for the responsive and progressive way they support the financial position and operations of the County. Also, I am grateful to all elected officials and employees concerning all matters related to the operation of this office during the past year and for their efforts toward improving County business. Finally, a special thank you to Julie Kiley, Melanie Denny, and Pam Navarrette for their unwavering devotion to duty during the external audit and the subsequent preparation of the comprehensive annual financial report and popular annual financial report.

Respectfully submitted,

Jerri L. Jones
County Auditor

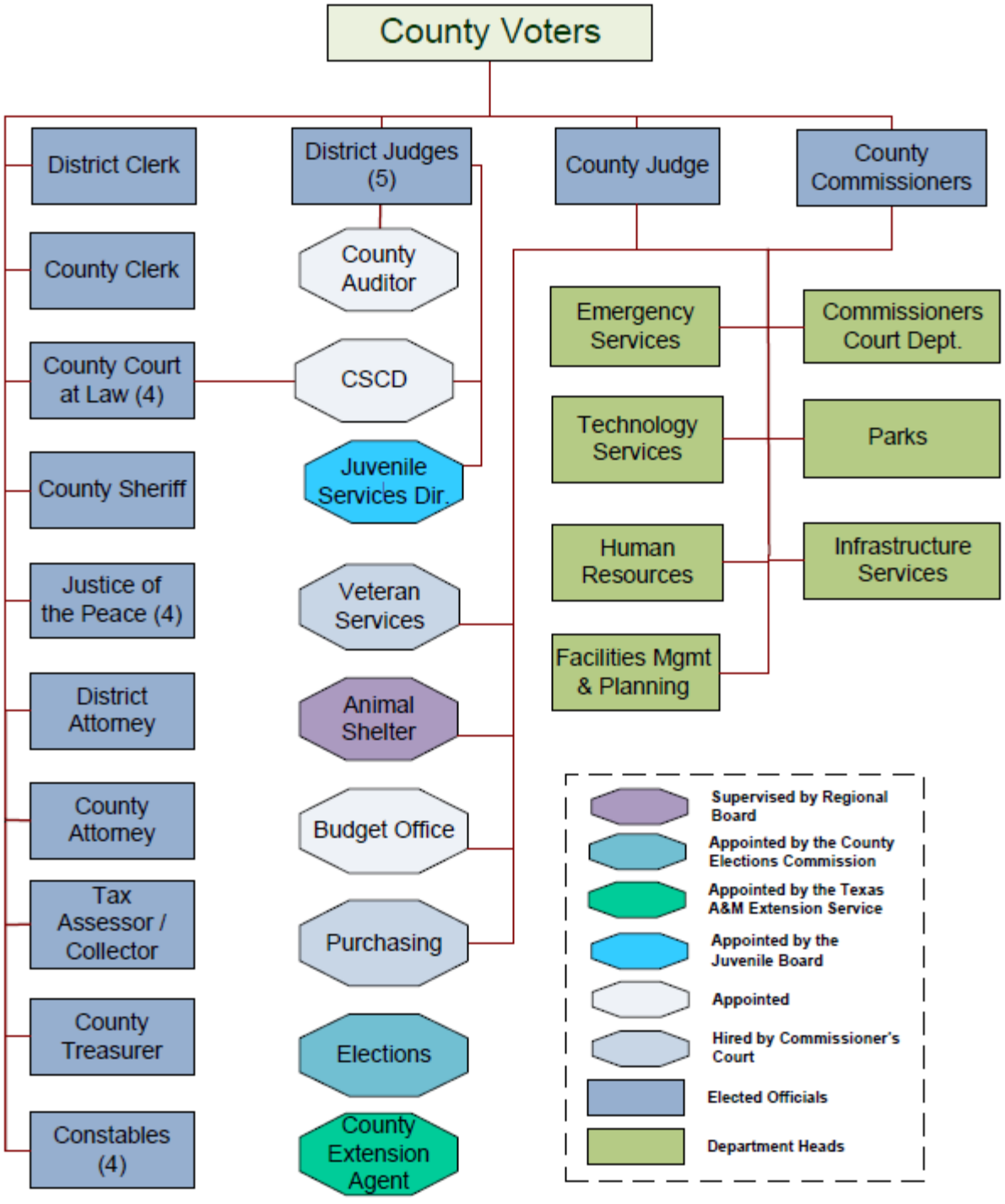
## Williamson County, Texas

Officials*

| Title | Name |
|---|---|
| Judge, 26th Judicial District Court | Donna King |
| Judge, 277th Judicial District Court | Stacey Mathews |
| Judge, 425th Judicial District Court | Betsy Lambeth |
| Judge, 368th Judicial District Court | Rick J. Kennon |
| Judge, 395th Judicial District Court | Ryan Larson |
| County Auditor | Jerri L. Jones |
| County Judge | Bill Gravell, Jr. |
| Commissioner, Precinct 1 | Terry Cook |
| Commissioner, Precinct 2 | Cynthia Long |
| Commissioner, Precinct 3 | Valerie Covey |
| Commissioner, Precinct 4 | Russ Boles |
| Constable, Precinct 1 | Mickey Chance |
| Constable, Precinct 2 | Jeffrey Anderson |
| Constable, Precinct 3 | Vacant |
| Constable, Precinct 4 | Paul Leal |
| County Clerk | Nancy Rister |
| Judge, County Court at Law #1 | Brandy Hallford |
| Judge, County Court at Law #2 | Laura Barker |
| Judge, County Court at Law #3 | Doug Arnold |
| Judge, County Court at Law #4 | John B. McMaster |
| District Attorney | Shawn Dick |
| District Clerk | Lisa David |
| Justice of the Peace, Precinct 1 | KT Musselman |
| Justice of the Peace, Precinct 2 | Edna Staudt |
| Justice of the Peace, Precinct 3 | Evelyn McLean |
| Justice of the Peace, Precinct 4 | Stacy Hackenberg |
| County Attorney | Doyle "Dee" Hobbs |
| Sheriff | Mike Gleason |
| Tax Assessor/Collector | Larry Gaddes |
| County Treasurer | D.Scott Heselmeyer |
| Budget Officer | Ashlie Holladay |
| Senior Director of Emergency Services | Chris Connealy |
| Elections Administrator | Christopher J. Davis |
| Senior Director of Human Resources | Rebecca Clemons |
| Senior Director of Technology Services | Richard Semple |
| Senior Director of Infrastructure | Robert Daigh |
| Senior Director of Facilities | Dale Butler |
| Senior Director of Parks and Recreation | Russell Fishbeck |
| Purchasing Agent | Joy Simonton |
| Director of Veterans Services | Sherry Golden |
| CSCD Director | Jameson Pennington |
| County Extension Service Agent | Katherine Whitney |
| Juvenile Services Director | Scott Matthew |
| Animal Services Director | Misty Valenta |

* As of September 30, 2021

# Organizational Chart




Effective: 09/30/2021

Government Finance Officers Association

# Certificate of Achievement for Excellence in Financial Reporting

Presented to

**Williamson County**
**Texas**

For its Annual Comprehensive
Financial Report
For the Fiscal Year Ended

September 30, 2020

Christopher P. Morrill

Executive Director/CEO

# Financial Section

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## Independent Auditor's Report

To the Honorable County Judge,
and County Commissioners
Williamson County, Texas

**Report on the Financial Statements**

We have audited the accompanying financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of Williamson County, Texas (the County), as of and for the year ended September 30, 2021, and the related notes to the financial statements, which collectively comprise the County's basic financial statements as listed in the table of contents.

***Management's Responsibility for the Financial Statements***

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatements, whether due to fraud or error.

***Auditor's Responsibility***

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

The Honorable County Judge,
and County Commissioners
Williamson County, Texas

***Opinions***

In our opinion, the financial statements referred to previously present fairly, in all material respects, the respective financial position of the governmental activities, each major fund, and the aggregate remaining fund information of the County as of September 30, 2021 and the respective changes in financial position and, where applicable, cash flows thereof and the respective budgetary comparison for the General Fund and Special Road and Bridge Fund for the year then ended in accordance with accounting principles generally accepted in the United States of America.

***Emphasis of Matter***

As discussed in Note 2 to the basic financial statements, during the year ended September 30, 2021, the County implemented Governmental Accounting Standards Board (GASB) Statement No. 84, *Fiduciary Activities.* Beginning net position for the fiduciary funds has been restated as a result of the implementation of this statement. Our opinions are not modified with respect to this matter.

***Other Matters***

*Required Supplementary Information*
Accounting principles generally accepted in the United States of America require that the Management's Discussion and Analysis and the Required Supplementary Information, as listed in the table of contents, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, which considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information, because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

*Other Information*
Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the County's basic financial statements. The Introductory Section, Combining and Individual Fund Statements and Schedules, and Statistical Information are presented for purposes of additional analysis and are not a required part of the basic financial statements. The Schedule of Expenditures of Federal and State Awards is presented for purposes of additional analysis as required by Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance)* and *Texas Uniform Grant Management Standards,* and is also not a required part of the basic financial statements.

The Honorable County Judge,
and County Commissioners
Williamson County, Texas

The Combining and Individual Fund Statements and Schedules and the Schedule of Expenditures of Federal and State Awards are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the Combining and Individual Fund Statements and Schedules and the Schedule of Expenditures of Federal and State Awards are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

The Introductory Section and Statistical Information have not been subjected to the auditing procedures applied in the audit of the basic financial statements and, accordingly, we do not express an opinion or provide any assurance on them.

**Other Reporting Required by *Government Auditing Standards***

In accordance with *Government Auditing Standards*, we have also issued our report dated March 28, 2022 on our consideration of the County's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the County's internal control over financial reporting and compliance.

Weaver and Tidwell, L.L.P.

WEAVER AND TIDWELL, L.L.P.

Austin, Texas
March 28, 2022

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# Management's Discussion and Analysis

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# Management's Discussion and Analysis

As management of Williamson County, we offer readers of the Williamson County financial statements this narrative overview and analysis of the financial activities of Williamson County for the fiscal year ended September 30, 2021. We encourage readers to consider the information presented here in conjunction with additional information that we have furnished in our letter of transmittal, which can be found on pages ix through xv of this report.

## Financial Highlights

- The assets and deferred outflows of Williamson County exceeded its liabilities and deferred inflows at the close of the fiscal year by $708.5 million. Of this amount $606.3 million is restricted for specific purposes such as: road and bridge, capital projects, debt service, public safety, and records management.

- As of the close of the current fiscal year, Williamson County's governmental funds reported combined ending fund balances of $874.8 million.

- The unassigned fund balance for the General Fund was $130.7 million, or 71% of total General Fund expenditures, up from 58% last year. The major factors for the variances in revenues and expenditures are explained later in the analysis.

- The County issued bonds and redeemed and defeased bonds this fiscal year. In February 2021, $180.8 million Limited Tax Refunding Bonds and $12.7 million Limited Taxable Refunding Bonds were issued. In August 2021, $175.5 million Limited Tax Notes were issued. In September 2021, the County redeemed and defeased a portion of the Series 2015 Unlimited Tax Road Bonds. $25 million was deposited in an escrow account. The outstanding principal amount redeemed was $21.8 million.

## Overview of the Financial Statements

This discussion and analysis is intended to serve as an introduction to Williamson County's basic financial statements. The County's basic financial statements comprise three components: 1) government-wide financial statements; 2) fund financial statements; and 3) notes to the financial statements. This report also contains other supplementary information in addition to the basic financial statements themselves.

**Government-Wide Financial Statements.** The government-wide financial statements are designed to provide readers with a broad overview of Williamson County's finances in a manner similar to a private-sector business.

The statement of net position presents information on all of the County's assets and liabilities, with the difference between the two reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of Williamson County is improving or deteriorating.

The statement of activities presents information showing how the County's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods (e.g., uncollected taxes, debt payments, and earned but unused vacation leave).

In the Statement of Net position and the Statement of Activities, the County presents information of the primary government (governmental activities):

**Governmental Activities** – Most of the County's basic services are reported here such as public safety, parks, and community services. Property taxes finance most of these activities.

The government-wide financial statements can be found on pages 23 and 24 of this report.

**Fund Financial Statements.** A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The County, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. All of the funds of the County can be divided into three categories: governmental funds, proprietary funds, and fiduciary funds.

**Governmental Funds.** Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of available resources, as well as on balances of unencumbered resources available at the end of the fiscal year. Such information may be useful in evaluating a government's near-term financing requirements.

Because the focus of governmental funds is narrower than government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

Williamson County maintains 55 individual governmental funds. Information is presented separately in the governmental fund balance sheet and in the governmental fund statements of revenues, expenditures, and changes in fund balances for the General Fund, Special Road and Bridge Fund, Debt Service Fund, Capital Project Fund, Pass-Through Funding Program, and Grants Fund, all of which are considered to be major funds. Data from the other 49 governmental funds are combined into a single, aggregated presentation. Individual fund data for each of these non-major governmental funds is provided in the form of combining statements elsewhere in this report.

Williamson County adopts an annual appropriated budget for its General Fund, certain Special Revenue Funds, and the Debt Service Fund. Budgetary comparison statements have been provided for the General Fund and Special Road and Bridge Fund to demonstrate compliance with these budgets.

The basic governmental fund financial statements can be found on pages 25 through 30 of this report.

**Proprietary Funds.** The only type of proprietary fund that Williamson County maintains is Internal Service Funds which is an accounting device used to accumulate and allocate costs internally among the County's various functions. Williamson County uses two Internal Service Funds to account for the Fleet Maintenance Fund and the Benefits Fund. Because both of these services predominantly benefit the government they have been included within governmental activities in the government-wide financial statements.

The proprietary fund financial statements provide separate information for the Fleet Maintenance Fund and the Benefits Fund. Both Internal Service Funds are combined into a single, aggregated presentation in the proprietary fund financial statements. Individual fund data for the Internal Service Funds is provided in the form of combining statements elsewhere in the report.

The basic proprietary fund financial statements can be found on pages 31 through 33 of this report.

**Fiduciary Funds.** Fiduciary funds are used to account for resources held for the benefit of parties outside the County. Fiduciary funds are *not* reflected in the government-wide financial statement because the resources of those funds are *not* available to support Williamson County's own programs. The accounting used for fiduciary funds is much like that used for proprietary funds.

The basic fiduciary fund financial statements can be found on page 34 and 35 of this report.

**Notes to the Financial Statements.** The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements. The notes to the financial statements can be found on pages 36 through 67 of this report.

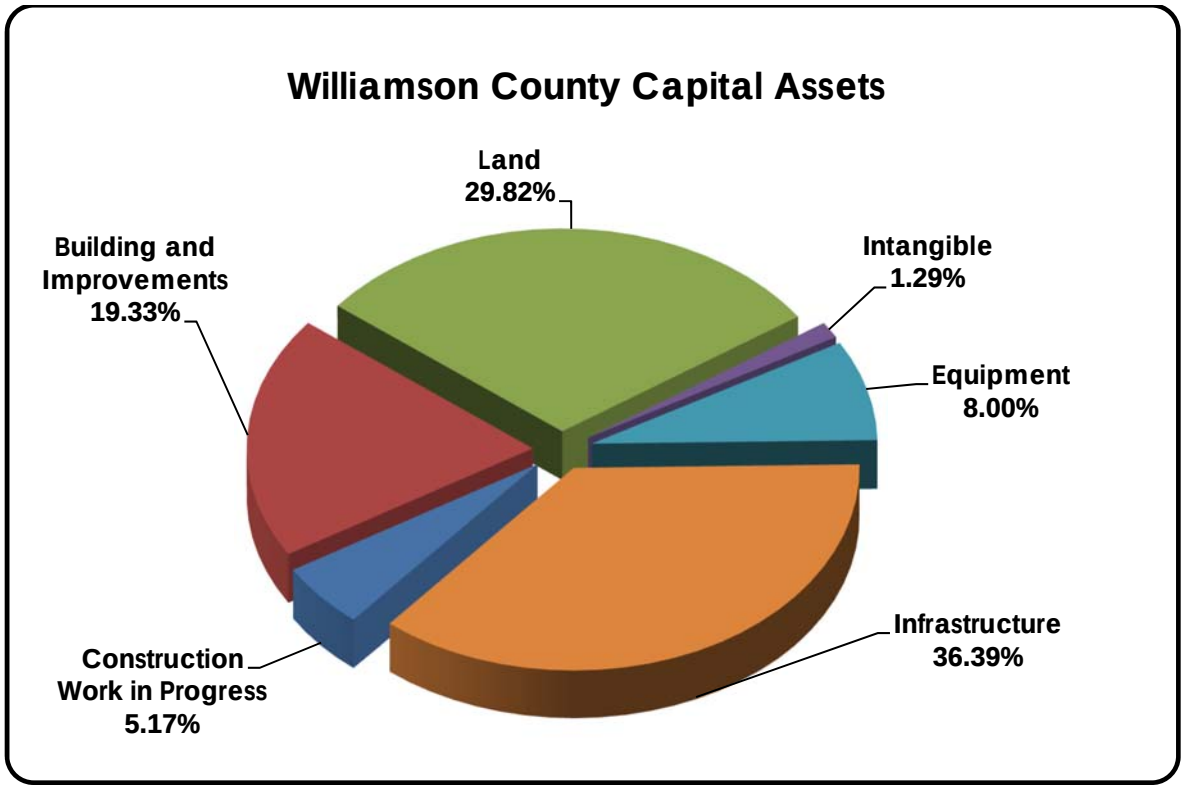
The combining statements referred to earlier in connection with non-major governmental funds and Internal Service Funds are presented immediately following the notes to the financial statements. Combining and individual fund statements and schedules can be found on pages 75 through 138 of this report.

**Summary of Statement of Net Position**

| | Primary Government | |
|---|---|---|
| | Governmental Activities | |
| | 2021 | 2020 |
| Current Assets and Other Assets | $ 1,063,098,141 | $ 854,155,714 |
| Capital Assets | 1,108,359,273 | 1,037,647,828 |
| **Total Assets** | 2,171,457,414 | 1,891,803,542 |
| Deferred Outflows of Resources | 62,801,834 | 42,865,912 |
| **Total Deferred Outflows of Resources** | 62,801,834 | 42,865,912 |
| Current Liabilities | 132,579,328 | 92,763,816 |
| Noncurrent Liabilities | 1,370,385,613 | 1,260,030,927 |
| **Total Liabilities** | 1,502,964,941 | 1,352,794,743 |
| Deferred Inflows of Resources | 22,807,822 | 16,216,518 |
| **Total Deferred Inflows of Resources** | 22,807,822 | 16,216,518 |
| Net Position: | | |
| Net Investment in Capital Assets | 270,544,977 | 716,022,842 |
| Restricted | 606,279,506 | 70,967,293 |
| Unrestricted | (168,337,998) | (221,331,942) |
| **Total Net Position** | $ 708,486,485 | $ 565,658,193 |

Total net position increased by $142.8 million compared to 2020. There are significant changes in the statement of net position on September 30, 2021 from September 30, 2020. Capital assets increased by $70.7 million because of ongoing county road improvements, right of way purchases, improvements to county buildings and equipment purchases. Examples include the Innerloop Annex Building improvements, County Road 110 improvements, and the acceptance of several new subdivisions. Cash and investments increased $208.9 million. The increase was related to the County receiving bond proceeds of $200 million for the sale of limited tax notes. Also, the county received $57 million in ARPA

funds. Noncurrent liabilities increased by $110.4 million. This is due to the issuance of the debt related to the Limited Tax Notes and issuance of road bonds for the Somerset Hills Road District. Current liabilities increased $39.8 million. The increase is due to the unspent CARES and ARPA funds that will be utilized in fiscal year 2022. The County's net pension liability increased to $58.2 million. This is primarily a result of the effects of the changes in actuarial assumptions of inputs and a reduction in the discount rate.



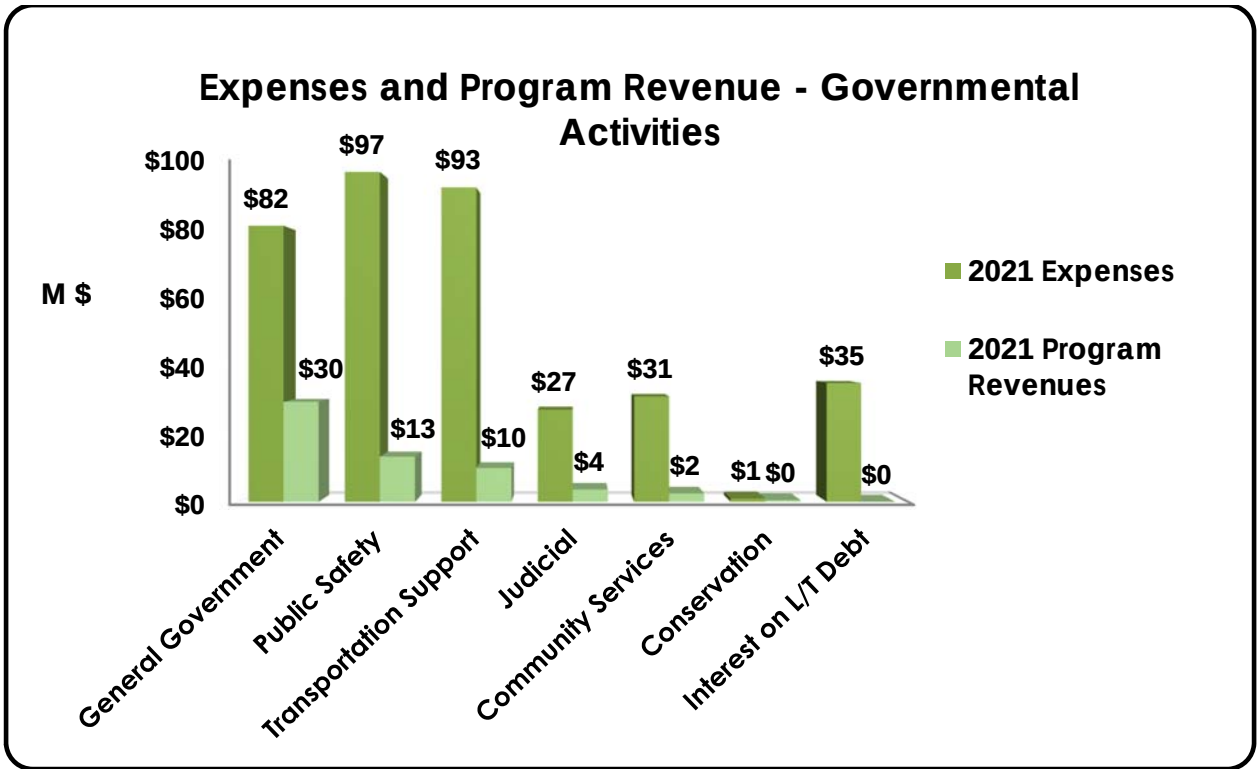

A portion of the County's net position ($1.11 billion) reflects investment in capital assets (e.g., land, buildings, infrastructure, machinery, and equipment). Williamson County uses these capital assets to provide services to citizens; consequently, these assets are not available for future spending. It should be noted that the resources needed to repay the debt associated with these capital assets must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities.

However, the investment in capital assets does not necessarily correlate directly with changes in capital assets. Many road projects, once completed, are contributed to the local entity responsible for on-going maintenance. In 1999, County Commissioners recognized the need to address transportation in the county. Discussions with local and state governments and community leaders led to the development of a Multi-Corridor Plan. Since 2000, to facilitate economic growth and to increase the quality of life, the County started responsibly issuing road bonds to address road improvements countywide. As road projects are completed, ownership of many of the new roads are transferred to the appropriate local entity. This plan has benefited the County over the years making travel faster and safer throughout the county.

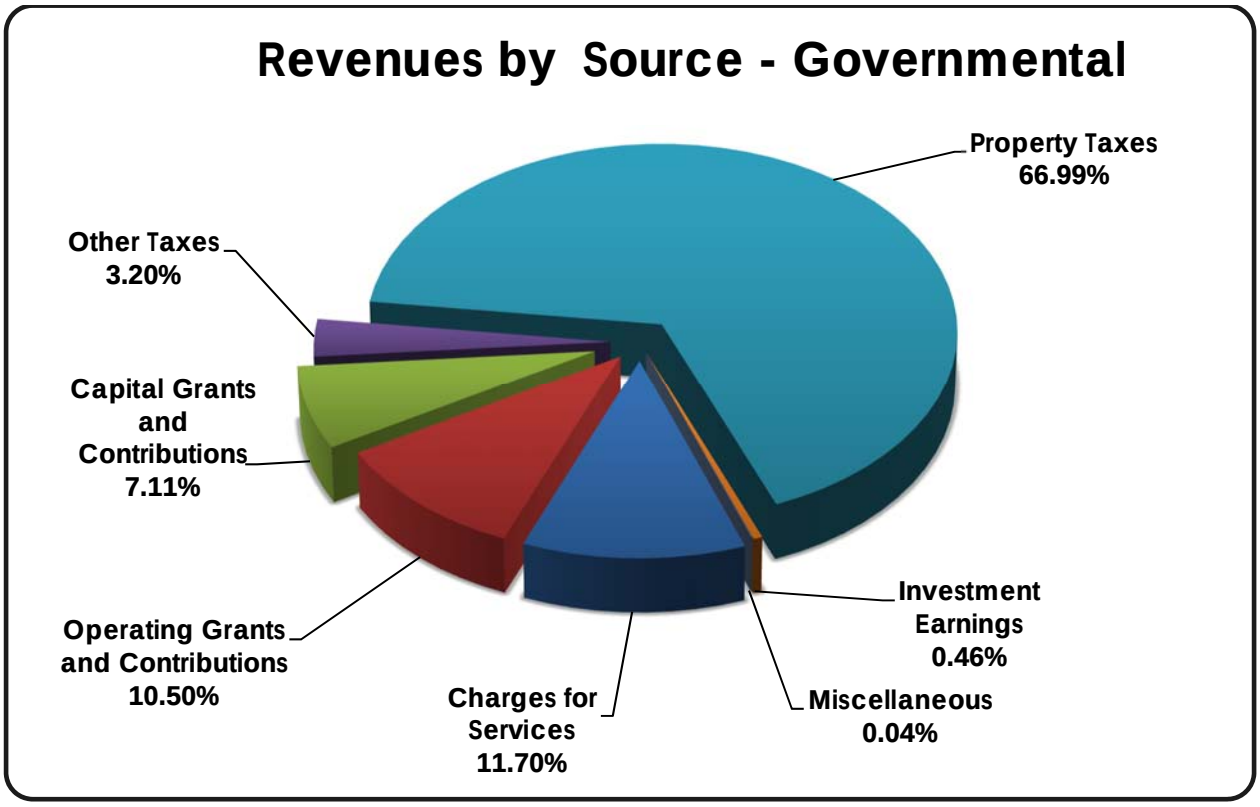
**Williamson County's Changes in Net Position**

| | Primary Government | |
|---|---|---|
| | Governmental Activities 2021 | Governmental Activities 2020 |
| **Revenues** | | |
| Program revenues: | | |
| Charges for services | $ 59,559,176 | $ 53,133,045 |
| Operating grants and contributions | 53,433,019 | 64,303,593 |
| Capital grants and contributions | 36,176,049 | 49,873,724 |
| General revenues: | | |
| Property taxes | 340,984,536 | 318,421,207 |
| Other taxes | 16,291,760 | 11,304,726 |
| Investment earnings | 2,325,656 | 9,818,234 |
| Miscellaneous | 184,529 | 376,854 |
| Total Revenues | 508,954,725 | 507,231,383 |
| **Expenses** | | |
| General government | 81,509,475 | 95,818,018 |
| Public safety | 97,377,417 | 109,312,387 |
| Transportation support | 92,821,273 | 81,453,260 |
| Judicial | 27,235,265 | 30,242,867 |
| Community services | 31,102,956 | 30,383,602 |
| Interest on long-term debt | 962,046 | 40,758,044 |
| Conservation | 35,118,001 | 1,373,775 |
| Total Expenses | 366,126,433 | 389,341,953 |
| **Change in Net Position** | 142,828,292 | 117,889,430 |
| **Net Position, Beginning** | 565,658,193 | 447,768,763 |
| **Net Position, Ending** | $ 708,486,485 | $ 565,658,193 |

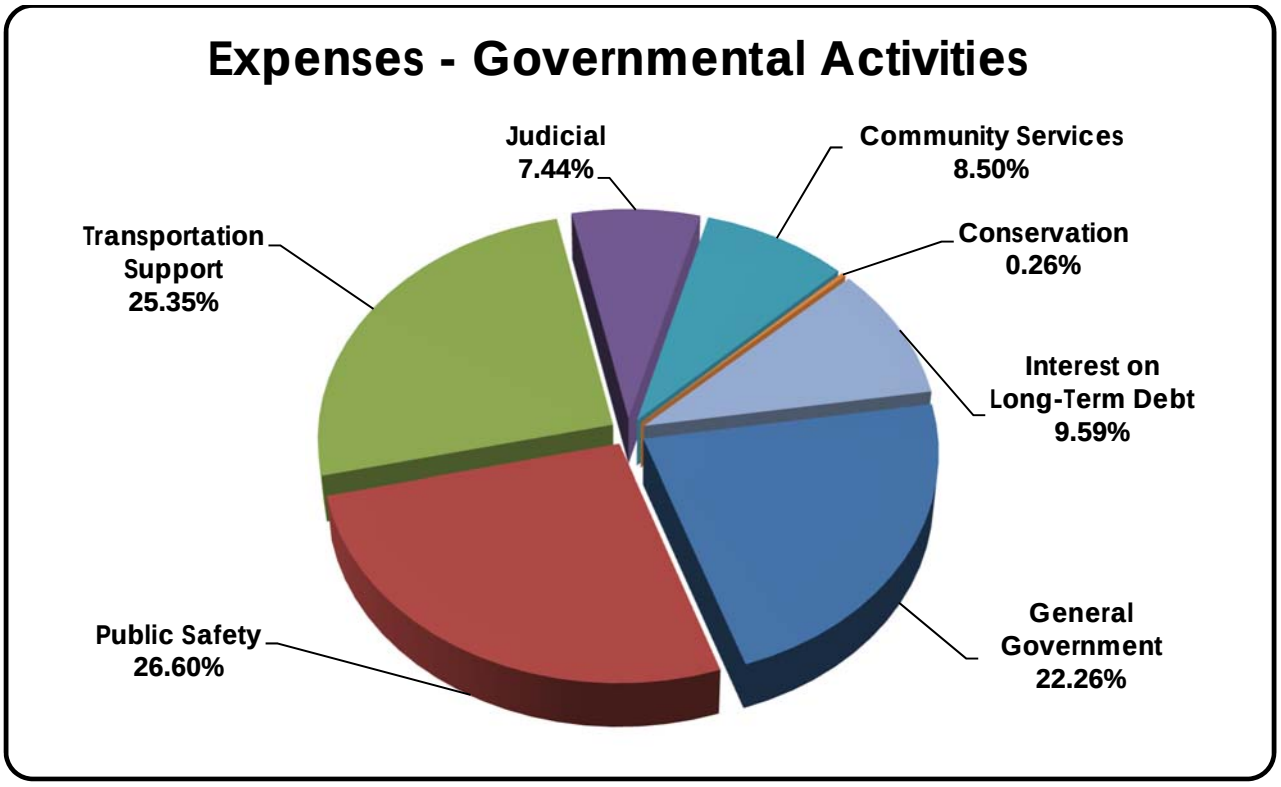
Changes in net position from year to year are a result of the net impact of the change in revenues and expenses from one year to the next. The change in net position increased by $24.9 million. Total revenues for 2021 increased, primarily because of property taxes. Property tax revenues increased by $22.6 million. For 2020, The County tax rate remained the same as 2019; however, property values increased by 10%. Charges for services increased by $6.4 million. This increase is due to the increased growth in the county. New home sales and refinancing of homes contributed to the major increase. Other taxes increased. This is due to the increase of the mandatory payment rate from local hospitals to use for indigent health care programs. Overall expenses decreased for 2021. The general government decrease was a result of a reduction of CARES programs. Transportation expenses increased due to completion of several road projects the County completed on behalf of Texas Department of Transportation and local governments. Interest on long-term debt reduced due to the interest savings on refunding and defeasing debt.




The chart above compares expenses and direct revenues associated with like county services. The pie chart below includes other revenues, i.e., tax collections that are not tied to individual services provided by the County.



The pie chart below breaks out all expenses by type of service provided by the County.




**Financial Analysis of the Governmental Funds**

As noted earlier, Williamson County uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

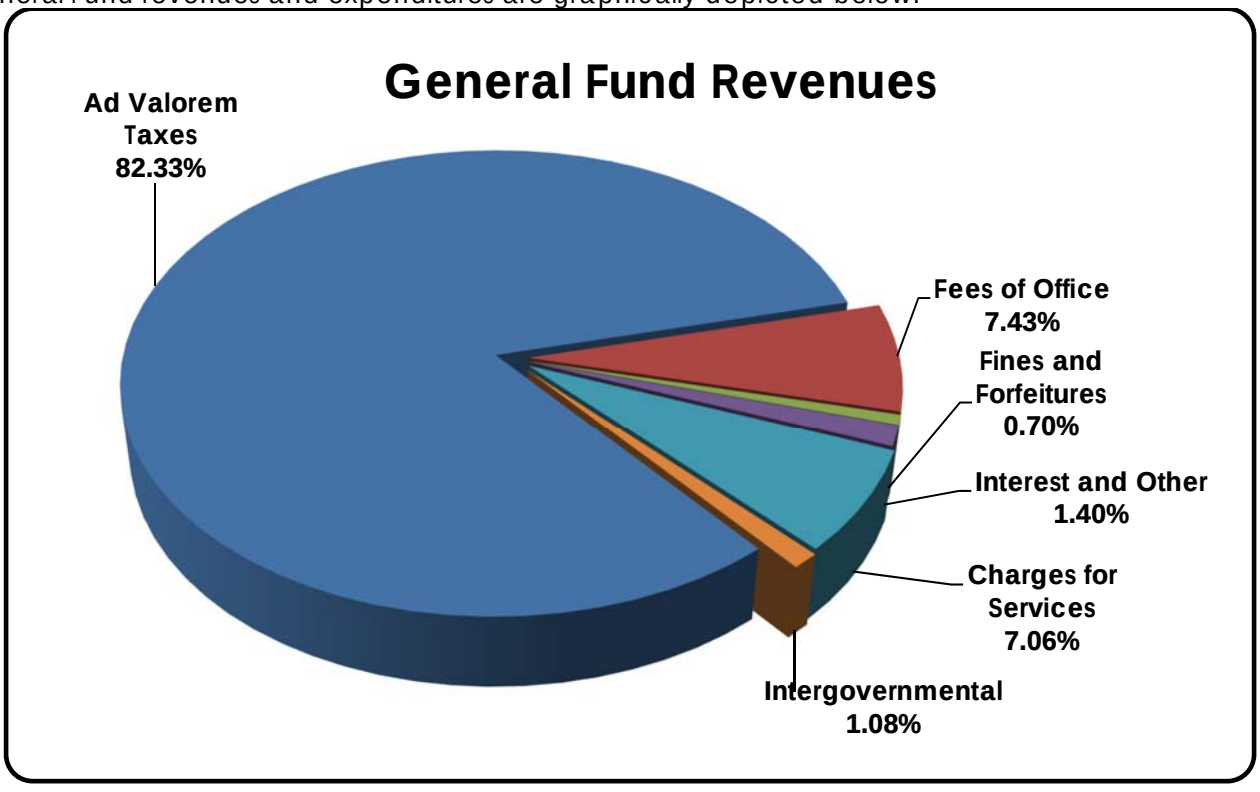
**Governmental Funds.** The focus of this section is to provide information on near-term inflows, outflows, and balances of spendable resources. Such information is useful in assessing Williamson County's financing requirements. In particular, the unreserved fund balance may serve as a useful measure of a government's net resources available for spending at the end of the fiscal year.

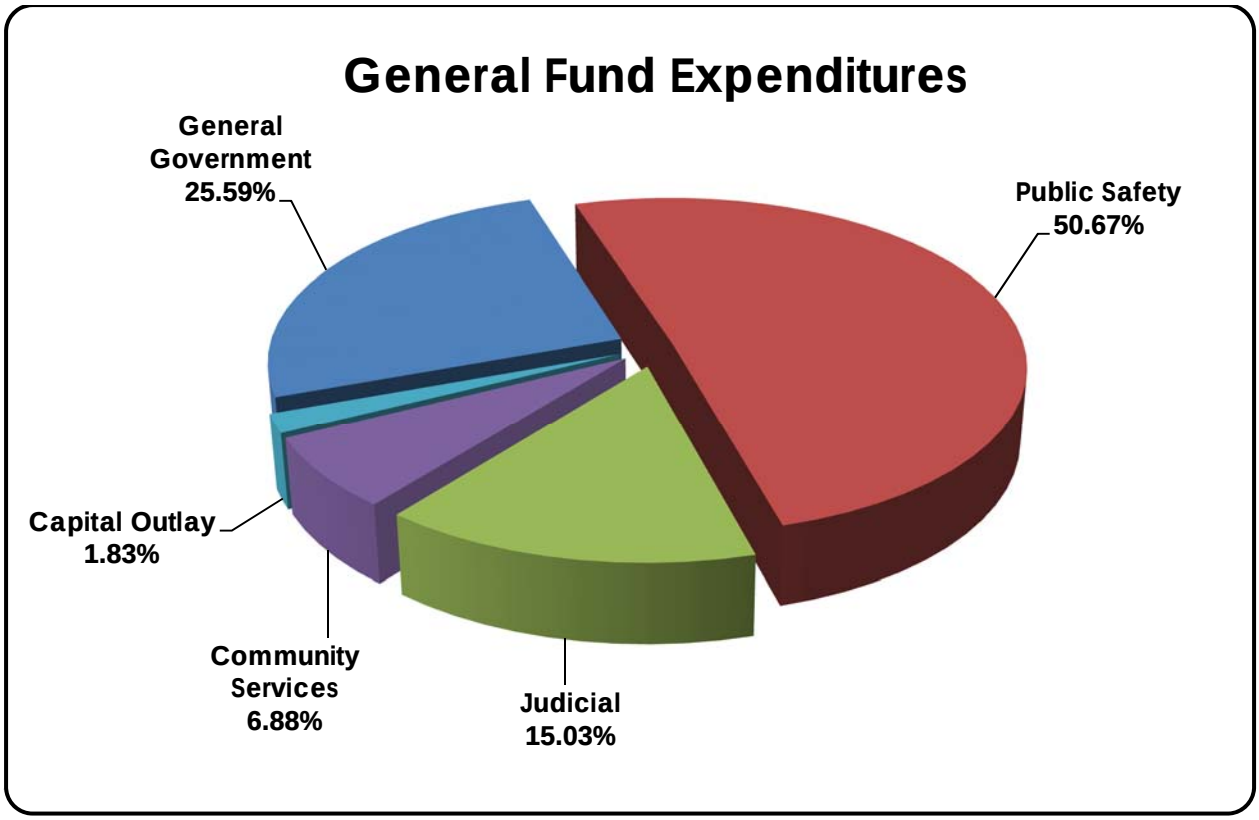
As of the current fiscal year end, Williamson County's governmental funds reported combined ending fund balances of $874.8 million, an increase of $170.3 million compared to the prior year. The increase is primarily related to the issuance of $175.5 million in Limited Tax Notes which increased the Capital Project fund balance. The sale of the notes was primarily for a new administration building as well as a Juvenile Justice Center addition. In addition, the General Fund increased by $28.8 million. This is primarily due to an increase in revenues. Property Tax collections and County Clerk fees increased due to the growth of the county. Landfill fees increased due to the growth of the county which caused an increase in usage of the landfill. The Somerset Hills Road District increased by $5.6 million. This increase was due to the issuance of $5.9 million in Unlimited Tax Road Bonds. The proceeds will be used to reimburse the developer and Williamson County for its costs associated with road construction expenses and land within the Road District. $1.3 million of the fund balance is nonspendable. $742.8 million of the fund balance is restricted and committed. This means that these funds are earmarked for specific purposes that have been either imposed by state legislation or by formal action taken by Commissioners Court. The remaining balance is unassigned and can be used for any purpose.

**General Fund.** The General Fund is the chief operating fund of the County. At the end of the current fiscal year, total fund balance of the General Fund was $167.8 million with a $638 thousand nonspendable fund balance for investment in capital leases and prepaid expenses. In 2013, the County established a plan to reduce excess reserves to fund various county capital projects. In 2017, the County began funding another program, the "Corridor Plan", with a portion of the general fund tax rate committed to this program. The corridor plan will focus on identifying and preserving future transportation corridors within the county. The Corridor Plan is also being funded from Road and Bridge excess reserves. $36.4 million of the General Fund balance is committed to both plans. $20.5 million is committed to capital projects and $15.9 million is committed to the transportation plan. As a measure of the General Fund's liquidity, it is useful to compare both unassigned fund balance and total fund balance to total fund expenditures. Unassigned fund balance for 2021 represents 71% of total General Fund expenditures. This significant fund balance to total expenditure ratio indicates a healthy financial position. The County has adopted a policy to maintain an appropriate level of unassigned General Fund balance to protect against a reduction of services due to temporary revenue shortfalls or unexpected one-time expenditures. A Fund Balance Policy adopted by the Commissioners Court in 2009 states that the level shall not be less than 35% of total General Fund budgeted expenditures.

The fund balance of Williamson County's General Fund has increased by 20.7% during the current fiscal year. General Fund revenues increased by $12.8 million. Tax revenue increased by $12.5 million. The continued growth in the county with new homes and new businesses along with the increase in property values are the factors contributing to the increase in tax revenue. Fees of Office increased by $1.6 million. Most of the increase is in the County Clerk Real Estate area which is a direct result of home sales/refinancing. Charges for Services increased by $1.6 million. Landfill fees is the primary increase due to increased usage of the landfill. General Fund expenditures slightly increased from the prior year. Capital expenditures decreased $2.8 million. Delivery issues caused the County to be unable to replace any county vehicles. Indigent health care expenditures were up $1 million. The County settled the Javier Ambler II lawsuit. The Commissioners Court approved the $5 million settlement on December 14, 2021. Of that amount, the County paid $1.6 million with county funds. This attributed to the increase in general government expenditures.

General Fund revenues and expenditures are graphically depicted below.






**General Fund Budgetary Highlights.** The county budget is prepared in accordance with financial policies approved by the Commissioners Court, and in accordance with generally accepted accounting principles accepted in the United States. The Budget Officer is responsible for preparing the budget. By statute, the County Auditor is solely responsible for projecting revenues for the County. The budget is approved by the Commissioners Court. The budget is set at a line-item level as a management tool during the fiscal year. Budgetary transfers more than $500 must be approved by the Commissioners Court.

Overall actual revenues were higher than budgeted revenues. Due to the pandemic, a very conservative approach was used to prepare fiscal year 2021 revenue projections. Actual revenues were $10.8 million more than budgeted. Property taxes exceeded budget by $5.7 million. County Clerk fees and Landfill fees exceeded budget projections. The County Clerk's recording fees were higher than expected due to an increase in refinancing of homes and home sales. Landfill fees were $1.9 million higher than expected. Actual expenditures were $20.4 million less than budgeted. This is primarily due to the pandemic. The County has several vacancies that remain unfilled. The County is addressing salaries in an attempt to fill the vacant positions. Other savings is due to the delay of the courts reopening and the inability to have trials. Trials started late spring with social distancing and safety measures being taken. Even though actual indigent health care expenditures did increase from prior year, the actuals were still under budget. Other savings is the delay in spending in the capital improvement plan and the long-range transportation plan projects.

Additional information on Williamson County's General Fund Budget to Actuals can be found on page 29 and pages 75 through 77 of this report.

**Long-Term Debt.** At the end of the current fiscal year, the County had total bonded debt outstanding of $1.246 billion. Williamson County's debt has increased by $107 million during the current fiscal year. Several factors contributed to the increase. To take advantage of favorable interest rates, the county refinanced existing debt. In February 2021, $180.8 million Limited Tax Refunding Bonds and $12.7 million Limited Taxable Refunding Bonds were issued. The refunding resulted in $25.3 million in savings over the next 12 years. In August 2021, $175.5 million Limited Tax Notes were issued. In September 2021, the County redeemed and defeased a portion of the 2015 Unlimited Tax Road Bonds. $25 million of debt service was deposited to an escrow account. This amount included $21.8 million in principal and the remainder in interest. The debt defeasance resulted in savings of $13.6 million in interest payments over the next 19 years.

Additional information on Williamson County's long-term debt can be found in NOTE 9 on pages 53 through 57 of this report.

**Debt Service Fund.** The total fund balance at year end is $7.6 million, all of which is restricted for the payment of debt service. This balance reflects a current year net decrease of $1.2 million. Property taxes increased more than expected. The County approached the budget in a much more conservative manner due to uncertainty caused by the pandemic. Interest earnings were lower than projected due to a decrease in interest rates. Refinancing existing debt saved the county $1.7 million in interest payments in this fiscal year. These variances are the key changes to the decrease in the debt service fund.

The County's continued investment in infrastructure has resulted in substantial growth of the tax base. In 2006, county management pledged to the citizens a stabilization of the portion of the tax rate supporting debt service. The current fund balance is sufficient to maintain this goal while continuing to address the needs of the County.

Additional information on Williamson County's long-term debt can be found in NOTE 9 on pages 53 through 57 of this report.

**Capital Projects Fund.** The Capital Projects Fund had a total fund balance of $517.8 million which is an increase from fiscal year 2020 of $125.2 million. The primary increase in fund balance is related to Limited Tax Notes issued in 2021. The sale of the notes was primarily for a new administration building as well as a Juvenile Justice Center addition. Williamson County partnered with several entities to contribute to various projects. The contributions by these entities increased by $6 million as compared to last year. Contributions increased from the previous year due to an agreement with the cities of Cedar Park, Hutto, Leander and Round Rock regarding the Williamson County Animal Shelter Expansion. The increase was also due to the agreements with the cities of Austin and Georgetown regarding the Forest North project and Westinghouse Road project, respectively. Total expenditures from the Capital Projects Fund were $107 million with capital outlay expenditures accounting for $74.9 million. The major expenditures during the year include $17 million for the Southeast Corridor Study, $7 million for CR 101 (US 79 to North of Chandler Road), $5.2 million for FM 3349 at US 79 Interchange, $4.1 million for Corridor C/SH29 Bypass, $3.8 million for CR 401/404 Improvements and $3.7 million for Hairy Man Road/Brushy Creek Road Safety Improvements.

**Capital Assets.** Williamson County's investment in capital assets as of September 30, 2021, amounts to $1.1 billion (net of accumulated depreciation). This investment includes land, buildings, system improvements, machinery and equipment, park facilities, roads, highways, and bridges.

Major capital asset additions during the current fiscal year include the following:

- Bailey Park Phase I & II
- Bagdad Road @ County Road 278
- Commons at Rowe Lane Phase IV B
- County Road 110 Phase 2
- Highlands at Mayfield Ranch Section 10B
- Innerloop Annex Building Improvements
- Park at Blackhawk IV Phase I and Phase II
- Santa Rita Ranch South Section 16
- Santa Rita Ranch South Section 17
- Seward Junction SE and SW
- Seward Junction Bridge
- Schwertner Ranch Phase II
- Star Ranch Section 7
- State Hwy 29 Easement

Additional information on Williamson County's capital assets can be found in NOTE 6 on pages 51 through 52 of this report.

**Special Road and Bridge Fund.** The Special Road and Bridge Fund has a total fund balance of $23.8 million, with a net increase of $2 million. County Commissioners adopted a tax rate of $.04/100 for Road & Bridge activities. Preserving the same property tax rate allows the County to implement an increase in county road maintenance and improvement projects. This additional funding is part of a long-range plan for maintaining and improving county roads.

**Pass-Through Funding Program Fund.** The Pass-Through Funding Program has a total fund balance of $97.2 million, with a net decrease of $245 thousand. The fund is used to account for the reimbursements from Texas Department of Transportation related to the Pass-Through Road Financing Program. The monies will be used for the payment of the bonded debt related to these projects. $762,000 thousand was transferred to the Debt Service Fund to pay for a portion of the bonded debt. Investment earnings for the fiscal year were $397,000 thousand. These variances were the significant net changes in fund balance.

**Grants Fund.** The Grants Fund has a total fund balance of $0. The fund is used to account for monies from other government and private entities for programs not fully funded by the County. Cash and investments for the Grant Fund is $87.2 million. In FY 2021, the County received $57.4 million from the Federal government for the American Rescue Plan Act (ARPA). Most of the ARPA funding is deferred as the County continues to review and approve allowable projects. At the end of the fiscal year, the County has $24.5 million unspent in CARES funding. These unspent funds are also deferred until additional projects are approved by Commissioners Court. The revenues and expenditures decreased slightly from the previous year. The majority of the intergovernmental revenue is CARES funding for current year projects. Capital outlay increased slightly. Most of the capital outlay is related to CARES funding and Texas Parks and Wildlife grant funding. CARES funding allows for capital equipment purchases to improve technology to provide remote work capabilities and social distancing. An interpretive center for the River Ranch County Park is partially funded with a Texas Parks and Wildlife grant.

**Proprietary Funds.** Proprietary funds are made up of two Internal Service Funds which include the Fleet Service Fund and the Benefits Fund.

## Economic Factors and Next Year's Budgets and Rates

**Economic Conditions.** Williamson County's population growth has been driven in part by its location in Central Texas. The population boom has contributed to housing demands and job growth. Low tax rates, affordable housing and business incentives are major factors that have contributed to the County's growth. Even though certain sectors of the economy have been impacted by the pandemic, the regional economy continues to grow. The County adopted a tax rate of $0.440846. This rate is slightly less than the current year tax rate. Also, the Commissioners Court implemented property tax exemptions providing tax relief to all residential homesteads in the county. To meet the needs of the growing county, 37 new full-time positions were added for fiscal year 2022. The County will use reserves for major capital improvements, such as security and parking lot improvements for the Justice Center, the Sheriff's Office Facility and Training Center, and to fund a Countywide Floodplain modeling and mapping of the county. The study will enable the County to mitigate flooding issues. In addition, the County plans to defease $25 million of existing debt. This amount is in addition to the required fiscal year 2022 debt payments.

The taxable assessed valuation (TAV) growth has been solid, spurred by affordable home prices and ample developable land which fuels property tax revenue growth. An increase of 10% TAV was recorded in fiscal year 2020. In fiscal year 2021, TAV grew 5.6%. Property tax collections remain consistent with historic levels. The average collection rate is 99.66%.

The overall economic base has grown. The demand for housing is happening throughout the county and new businesses are coming to the area. The growth in population has resulted in the expansion of businesses and the healthcare sector, and the enrollment growth in local schools and higher education. Several areas of the county are becoming key economic corridors. These factors provide the availability of jobs in Williamson County.

**Unemployment.** The September 2021 unemployment rate for Williamson County was 3.5%, which is a decrease from the rate of 5.7% a year ago. This compares favorably to the state's unemployment rate of 4.9% and the national rate of 4.6%.

All these factors were considered in preparing Williamson County's budget for fiscal year 2022.

## Requests for Information

This financial report is designed to provide a general overview of Williamson County's finances for those with an interest in its finances. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to the following:

Office of the County Auditor
710 S. Main Street, Suite 301
Georgetown, Texas 78626
jkiley@wilco.org

# Basic Financial Statements

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# Williamson County, Texas
Statement of Net Position
September 30, 2021

| | Primary Government |
|---|---|
| | Governmental Activities |
| **ASSETS** | |
| Cash and investments | $ 972,672,104 |
| Accounts receivable (net of allowance) | 12,023,307 |
| Due from other governments | 34,897,359 |
| Inventories | 877,493 |
| Prepaid items | 299,969 |
| Deferred contributions | 41,709,302 |
| Investment in lease | 618,607 |
| Capital assets | |
| Land | 448,243,835 |
| Intangible | 19,337,230 |
| Buildings and improvements | 290,562,893 |
| Infrastructure | 546,964,311 |
| Equipment | 120,384,767 |
| Construction in progress | 77,788,122 |
| Less: accumulated depreciation | (394,921,885) |
| Total capital assets | 1,108,359,273 |
| Total assets | 2,171,457,414 |
| **DEFERRED OUTFLOWS OF RESOURCES** | |
| Deferred charges on refunding | 17,513,250 |
| Deferred outflows related to pension | 41,918,713 |
| Deferred outflows related to OPEB | 3,369,871 |
| Total deferred outflows of resources | 62,801,834 |
| **LIABILITIES** | |
| Accounts payable | 30,694,152 |
| Accrued liabilities | 6,776,371 |
| Due to other governments | 2,634,665 |
| Unearned revenues | 87,446,386 |
| Accrued interest | 5,027,754 |
| Noncurrent liabilities | |
| Due within one year | 105,042,275 |
| Due in more than one year | 1,265,343,338 |
| Total liabilities | 1,502,964,941 |
| **DEFERRED INFLOWS OF RESOURCES** | |
| Deferred gain on refunding | 1,597,767 |
| Deferred inflows related to pension | 17,205,999 |
| Deferred inflows related to OPEB | 4,004,056 |
| Total deferred inflows of resources | 22,807,822 |
| **NET POSITION** | |
| Net investment in capital assets | 270,544,977 |
| Restricted for | |
| Debt service | 5,474,488 |
| Road and bridge | 24,097,399 |
| Capital Projects | 517,763,909 |
| Tobacco fund | 6,276,485 |
| Records management | 11,192,918 |
| Public safety | 3,777,481 |
| State and federal programs | 37,696,826 |
| Unrestricted | (168,337,998) |
| **TOTAL NET POSITION** | $ 708,486,485 |

The Notes to the Financial Statements are an integral part of these statements.

## Williamson County, Texas
Statement of Activities
For the Fiscal Year Ended September 30, 2021

| Functions/Programs | Expenses | Program Revenues: Charges for Services | Program Revenues: Operating Grants and Contributions | Program Revenues: Capital Grants and Contributions | Net (Expense) Revenue and Changes in Net Position: Primary Government: Governmental Activities |
|---|---|---|---|---|---|
| **PRIMARY GOVERNMENT** | | | | | |
| Governmental activities | | | | | |
| General government | $ 81,509,475 | $ 29,566,682 | $ 33,293,410 | $ - | $ (18,649,383) |
| Public safety | 97,377,417 | 13,335,568 | 2,975,613 | - | (81,066,236) |
| Transportation support | 92,821,273 | 10,019,724 | 10,483,257 | 36,176,049 | (36,142,243) |
| Judicial | 27,235,265 | 3,669,049 | 775,564 | - | (22,790,652) |
| Community services | 31,102,956 | 2,468,687 | 3,388,388 | - | (25,245,881) |
| Conservation | 962,046 | 499,466 | 2,516,787 | - | 2,054,207 |
| Interest on long-term debt | 35,118,001 | - | - | - | (35,118,001) |
| **TOTAL PRIMARY GOVERNMENT** | $ 366,126,433 | $ 59,559,176 | $ 53,433,019 | $ 36,176,049 | (216,958,189) |
| **GENERAL REVENUES** | | | | | |
| Taxes | | | | | |
| Property taxes, levied for general purposes | | | | | 171,768,414 |
| Property taxes, levied for farm to market | | | | | 29,432,670 |
| Property taxes, levied for debt service | | | | | 139,783,452 |
| Other taxes | | | | | 16,291,760 |
| Investment earnings | | | | | 2,325,656 |
| Miscellaneous | | | | | 184,529 |
| Total general revenues | | | | | 359,786,481 |
| Change in net position | | | | | 142,828,292 |
| Net position, beginning of year | | | | | 565,658,193 |
| **NET POSITION, end of year** | | | | | $ 708,486,485 |

The Notes to the Financial Statements are an integral part of these statements.

## Williamson County, Texas

Balance Sheet – Governmental Funds

September 30, 2021

| | General | Special Road and Bridge | Debt Service | Capital Projects | Pass-through Funding Program | Grants | Other Governmental | Total Governmental Funds |
|---|---|---|---|---|---|---|---|---|
| **ASSETS** | | | | | | | | |
| Cash and investments | $ 177,853,509 | $ 30,549,440 | $ 7,547,301 | $ 529,833,256 | $ 66,357,841 | $ 87,152,811 | $ 61,141,448 | $ 960,435,606 |
| Accounts receivable (net of allowance) | 8,288,130 | 386,149 | 1,249,815 | 908,645 | 122,909 | - | 399,927 | 11,355,575 |
| Due from other funds | 489,176 | - | - | - | - | - | - | 489,176 |
| Due from other governments | - | - | - | 2,659,192 | 30,677,267 | 1,019,776 | 541,124 | 34,897,359 |
| Inventories | - | 631,868 | - | - | - | - | - | 631,868 |
| Prepaid items | 19,833 | - | - | - | - | - | 34,403 | 54,236 |
| Investment in capital lease | 618,607 | - | - | - | - | - | - | 618,607 |
| **TOTAL ASSETS** | $ 187,269,255 | $ 31,567,457 | $ 8,797,116 | $ 533,401,093 | $ 97,158,017 | $ 88,172,587 | $ 62,116,902 | $ 1,008,482,427 |
| **LIABILITIES** | | | | | | | | |
| Accounts payable | $ 6,296,188 | $ 7,075,087 | $ 1,000 | $ 15,637,184 | $ 684 | $ 993,721 | $ 398,916 | $ 30,402,780 |
| Accrued liabilities | 4,676,343 | 387,046 | - | - | - | 139,470 | 201,644 | 5,404,503 |
| Due to other funds | - | - | - | - | - | - | 489,176 | 489,176 |
| Due to other governments | 2,631,850 | - | - | - | - | - | 2,815 | 2,634,665 |
| Unearned revenue | 275,740 | 7,925 | - | - | - | 87,039,396 | 64,593 | 87,387,654 |
| Total liabilities | 13,880,121 | 7,470,058 | 1,000 | 15,637,184 | 684 | 88,172,587 | 1,157,144 | 126,318,778 |
| **DEFERRED INFLOWS OF RESOURCES** | | | | | | | | |
| Deferred revenues | 5,562,226 | 276,879 | 1,194,619 | - | - | - | 317,843 | 7,351,567 |
| Total deferred inflows of resources | 5,562,226 | 276,879 | 1,194,619 | - | - | - | 317,843 | 7,351,567 |
| **FUND BALANCES** | | | | | | | | |
| Nonspendable | 638,440 | 631,868 | - | - | - | - | 34,403 | 1,304,711 |
| Restricted | - | 23,188,652 | 7,601,497 | 517,763,909 | 97,157,333 | - | 60,607,512 | 706,318,903 |
| Committed | 36,528,891 | - | - | - | - | - | - | 36,528,891 |
| Unassigned | 130,659,577 | - | - | - | - | - | - | 130,659,577 |
| Total fund balances | 167,826,908 | 23,820,520 | 7,601,497 | 517,763,909 | 97,157,333 | - | 60,641,915 | 874,812,082 |
| **TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES** | $ 187,269,255 | $ 31,567,457 | $ 8,797,116 | $ 533,401,093 | $ 97,158,017 | $ 88,172,587 | $ 62,116,902 | $ 1,008,482,427 |

The Notes to the Financial Statements are an integral part of these statements.

## Williamson County, Texas

Reconciliation of the Governmental Funds
Balance Sheet to the Statement of Net Position
September 30, 2021

| | | |
|---|---|---|
| **Total fund balances - governmental funds** | $ | 874,812,082 |
| Amounts reported for governmental activities in the statement of net position are different because: | | |
| The County uses internal service funds to charge the costs of certain activities such as fleet and self-insurance to appropriate functions in other funds. The assets and liabilities of the internal service funds are included in the governmental activities in the statements of net position. | | 11,912,824 |
| Capital assets, including accumulated depreciation, used in governmental activities are not financial resources and, therefore, are not reported in the funds. | | 1,108,178,797 |
| Deferred contributions are not financial resources and, therefore, are not reported in the funds. | | 41,709,302 |
| Losses(Gains) on bond refundings are deferred and amortized in the government-wide financial statements. | | 15,915,483 |
| Employee benefit related liabilities, and related accounts, are not due and payable in the current period and are not included in the fund financial statements, but are reported in the governmental activities in the statement of net position. These items include: | | |
| Net Pension Liability | | (58,153,888) |
| Other post-employment benefit obligation (OPEB) | | (61,086,970) |
| Deferred Inflow of Resources - OPEB | | (4,004,056) |
| Deferred Inflow of Resources - Pension | | (17,205,999) |
| Deferred Outflow of Resources - OPEB | | 3,369,871 |
| Deferred Outflow of Resources - Pension | | 41,918,713 |
| Revenues earned but not available within 60 days of the year end are not recognized as revenue on the fund financial statements. | | 7,292,835 |
| Interest payable on long term debt does not require current financial resources; therefore, interest payable is not reported as a liability in governmental funds balance sheet. | | (5,027,754) |
| Long-term liabilities are not due and payable in the current period and therefore are not reported in the funds. These items include: | | |
| Bonds Payable | | (1,144,250,000) |
| Bond issuance premium | | (102,048,397) |
| Bond issuance discount | | 837,201 |
| Compensated Absences | | (5,683,559) |
| **Net position of governmental activities** | $ | 708,486,485 |

The Notes to the Financial Statements are an integral part of these statements.

# Williamson County, Texas

## Statement of Revenues, Expenditures and Changes in Fund Balances – Governmental Funds

## For the Fiscal Year Ended September 30, 2021

| | General | Special Road and Bridge | Debt Service | Capital Projects | Pass-through Funding Program | Grants | Other Governmental | Total Governmental Funds |
|---|---|---|---|---|---|---|---|---|
| **REVENUES** | | | | | | | | |
| Taxes | $ 187,802,861 | $ 29,389,672 | $ 122,922,595 | $ - | $ - | $ - | $ 16,681,026 | $ 356,796,154 |
| Fees of office | 16,951,289 | - | - | - | - | - | 6,657,732 | 23,609,021 |
| Fines and forfeitures | 1,601,140 | - | - | - | - | - | 406,736 | 2,007,876 |
| Intergovernmental | 2,531,681 | 785,604 | 122,627 | 9,216,261 | 123,940 | 34,468,282 | 1,451,587 | 48,699,982 |
| Charges for services | 16,101,001 | 2,067,719 | - | - | - | - | 2,489,360 | 20,658,080 |
| Motor vehicle registration | - | 5,794,859 | - | - | - | - | - | 5,794,859 |
| Investment earnings | 656,953 | 36,681 | 38,555 | 1,115,351 | 396,789 | 26,531 | 46,094 | 2,316,954 |
| Miscellaneous | 2,460,088 | 321,219 | - | 530,638 | - | 463,471 | 8,051,713 | 11,827,129 |
| Total revenues | 228,105,013 | 38,395,754 | 123,083,777 | 10,862,250 | 520,729 | 34,958,284 | 35,784,248 | 471,710,055 |
| **EXPENDITURES** | | | | | | | | |
| Current | | | | | | | | |
| General government | 47,024,253 | - | - | 2,281,555 | - | 29,619,471 | 4,330,517 | 83,255,796 |
| Public safety | 93,094,932 | - | - | 61,103 | - | 2,667,556 | 1,783,199 | 97,606,790 |
| Transportation support | - | 28,324,256 | - | 28,358,269 | 4,103 | - | - | 56,686,628 |
| Judicial | 27,620,713 | - | - | - | - | - | 865,096 | 28,485,809 |
| Community services | 12,645,115 | - | - | 849,517 | - | 836,960 | 16,221,497 | 30,553,089 |
| Conservation | - | - | - | - | - | - | 962,046 | 962,046 |
| Debt service | | | | | | | | |
| Principal | - | - | 57,354,956 | - | - | - | 1,660,000 | 59,014,956 |
| Interest and other charges | - | - | 40,067,954 | - | - | - | 827,568 | 40,895,522 |
| Payment to bond escrow agent | - | - | 24,772,451 | - | - | - | - | 24,772,451 |
| Bond issuance fees | - | - | 1,600,521 | 555,214 | - | - | 254,660 | 2,410,395 |
| Capital outlay | 3,371,850 | 2,206,511 | - | 74,923,986 | - | 2,586,520 | 64,808 | 83,153,675 |
| Total expenditures | 183,756,863 | 30,530,767 | 123,795,882 | 107,029,644 | 4,103 | 35,710,507 | 26,969,391 | 507,797,157 |
| Excess (deficiency) of revenues over expenditures | 44,348,150 | 7,864,987 | (712,105) | (96,167,394) | 516,626 | (752,223) | 8,814,857 | (36,087,102) |
| **OTHER FINANCING SOURCES (USES)** | | | | | | | | |
| Issuance of long-term debt | - | - | 193,434,470 | 175,505,930 | - | - | 5,850,000 | 374,790,400 |
| Premium on issuance of long-term debt | - | - | 1,434,477 | 25,059,802 | - | - | - | 26,494,279 |
| Proceeds from sale of capital assets | 735,610 | 500,870 | - | - | - | - | - | 1,236,480 |
| Payment to bond escrow agent | - | - | (196,163,891) | - | - | - | - | (196,163,891) |
| Transfers in | 163,903 | - | 761,700 | 21,576,280 | - | 752,223 | 1,882,346 | 25,136,452 |
| Transfers out | (16,440,396) | (6,407,332) | - | (735,876) | (761,700) | - | (791,148) | (25,136,452) |
| Total other financing sources (uses) | (15,540,883) | (5,906,462) | (533,244) | 221,406,136 | (761,700) | 752,223 | 6,941,198 | 206,357,268 |
| **NET CHANGE IN FUND BALANCES** | 28,807,267 | 1,958,525 | (1,245,349) | 125,238,742 | (245,074) | - | 15,756,055 | 170,270,166 |
| **FUND BALANCES, beginning of year** | 139,019,641 | 21,861,995 | 8,846,846 | 392,525,167 | 97,402,407 | - | 44,885,860 | 704,541,916 |
| **FUND BALANCES, end of year** | $ 167,826,908 | $ 23,820,520 | $ 7,601,497 | $ 517,763,909 | $ 97,157,333 | $ - | $ 60,641,915 | $ 874,812,082 |

The Notes to the Financial Statements are an integral part of these statements.

## Williamson County, Texas

Reconciliation of the Statement of Revenues, Expenditures and Changes in Fund Balances of Governmental Funds to the Statement of Activities

For the Fiscal Year Ended September 30, 2021

| | | |
|---|---|---|
| **Net change in fund balances - total governmental funds** | $ | 170,270,166 |
| Amounts reported for governmental activities in the statement of activities are different because: | | |
| The County uses internal service funds to charge the costs of certain activities such as fleet and self-insurance to appropriate functions in other funds. The change in net position of the internal service funds are reported with the governmental activities. | | 6,219,026 |
| Governmental funds report outlays for capital assets as expenditures. However, in the statement of activities the cost of those assets is allocated over their useful lives and reported as depreciation expense. Additionally, disposal of capital assets is not recorded in the fund statements. These items include: | | |
| Capital outlay | | 83,153,675 |
| Depreciation expense | | (42,453,897) |
| Net book value of current year disposals | | (8,148,487) |
| Governmental capital assets donated to the County are not current financial resources and therefore, are not reported in the fund statements. Capital assets donated to the County in the current fiscal year increased net position. | | 38,121,514 |
| Governmental funds report expenditures for costs of assets under construction that will be contributed on completion to another entity. However, in the statement of activities, the cost of those assets will be expensed when the completed asset is transferred. | | (7,290,173) |
| Revenues in the statement of activities that do not provide current financial resources are not reported as revenues in the funds, including: | | |
| Property taxes | | 480,142 |
| Adjudicated fines | | (135,650) |
| Emergency medical services | | 858,280 |
| Investment in capital lease | | (36,749) |
| Animal shelter fees | | 17,836 |
| Intergovernmental reimbursements | | (2,073,569) |
| Expenditures related to the County's participation in its OPEB Plan are recorded as they are paid in the governmental funds, but are recognized based on the change in net pension liability in the Statement of Activities. | | (2,490,616) |
| Expenditures related to the County's participation in the Texas County and District Retirement System are recorded as they are paid in the governmental funds, but are recognized based on the change in net pension liability in the Statement of Activities. | | 19,059,617 |
| The issuance of long-term debt (e.g., bonds) provides current financial resources to governmental funds, while the repayment of the principal of long-term debt consumes the current financial resources of governmental funds. Neither transaction, however, has any effect on net assets. Also, governmental funds report the effect of issuance costs, premiums, discounts, and similar items when debt is first issued, whereas these amounts are deferred and amortized in the statement of activities. This amount is the net effect of these differences in the treatment of long-term debt and related items. | | |
| Issuance of bonds | | (374,790,000) |
| Premium on bond issuance | | (26,494,279) |
| Deferred Gain on refunding | | (1,757,544) |
| Deferred Loss on refunding | | 5,063,312 |
| Principal payments on tax notes and bonds | | 264,604,955 |
| Some expenses reported in the statement of activities do not require the use of current financial resources and, therefore, are not reported as expenditures in governmental funds. | | |
| Amortization of debt-related items | | 16,647,251 |
| Accretion of capital appreciation bonds | | 2,737,448 |
| Increase in compensated absences | | 409,788 |
| Decrease in accrued interest payable | | 856,246 |
| **Change in net position of governmental activities** | $ | 142,828,292 |

The Notes to the Financial Statements are an integral part of these statements.

## Williamson County, Texas

Statement of Revenues, Expenditures and
Changes in Fund Balance – Budget and Actual
General Fund
For the Fiscal Year Ended September 30, 2021

| | Budgeted Amounts | | Actual Amounts | Variance with Final Budget - Positive (Negative) |
|---|---|---|---|---|
| | Original | Final | | |
| **REVENUES** | | | | |
| Taxes | $ 180,878,689 | $ 180,878,689 | $ 187,802,861 | $ 6,924,172 |
| Fees of office | 13,926,472 | 13,928,972 | 16,951,289 | 3,022,317 |
| Fines and forfeitures | 1,605,480 | 1,605,480 | 1,601,140 | (4,340) |
| Intergovernmental | 2,635,749 | 2,735,249 | 2,531,681 | (203,568) |
| Charges for services | 14,069,790 | 14,069,790 | 16,101,001 | 2,031,211 |
| Investment earnings | 2,225,000 | 2,225,000 | 656,953 | (1,568,047) |
| Miscellaneous | 195,500 | 1,815,689 | 2,460,088 | 644,399 |
| Total revenues | 215,536,680 | 217,258,869 | 228,105,013 | 10,846,144 |
| **EXPENDITURES** | | | | |
| Current | | | | |
| General government | 50,735,625 | 51,260,311 | 47,024,253 | 4,236,058 |
| Public safety | 100,782,049 | 101,065,344 | 93,094,932 | 7,970,412 |
| Judicial | 30,824,224 | 31,852,700 | 27,620,713 | 4,231,987 |
| Community services | 15,788,059 | 15,835,268 | 12,645,115 | 3,190,153 |
| Capital outlay | 5,094,697 | 4,160,058 | 3,371,850 | 788,208 |
| Total expenditures | 203,224,654 | 204,173,681 | 183,756,863 | 20,416,818 |
| Excess of revenues over expenditures | 12,312,026 | 13,085,188 | 44,348,150 | 31,262,962 |
| **OTHER FINANCING SOURCES (USES)** | | | | |
| Proceeds from sale of capital assets | 150,000 | 169,000 | 735,610 | 566,610 |
| Transfers in | 170,000 | 170,000 | 163,903 | (6,097) |
| Transfers out | (19,757,026) | (53,112,179) | (16,440,396) | 36,671,783 |
| Total other financing sources (uses) | (19,437,026) | (52,773,179) | (15,540,883) | 37,232,296 |
| Net change in fund balances | (7,125,000) | (39,687,991) | 28,807,267 | 68,495,258 |
| **FUND BALANCES, beginning of year** | 139,019,641 | 139,019,641 | 139,019,641 | - |
| **FUND BALANCES, end of year** | $ 131,894,641 | $ 99,331,650 | $ 167,826,908 | $ 68,495,258 |

The Notes to the Financial Statements are an integral part of these statements.

## Williamson County, Texas

Statement of Revenues, Expenditures and
Changes in Fund Balance – Budget and Actual
Special Road and Bridge Fund
For the Fiscal Year Ended September 30, 2021

| | Budgeted Amounts | | Actual Amounts | Variance with Final Budget - Positive (Negative) |
|---|---|---|---|---|
| | Original | Final | | |
| **REVENUES** | | | | |
| Taxes | $ 28,465,590 | $ 28,465,590 | $ 29,389,672 | $ 924,082 |
| Intergovernmental | 230,000 | 230,000 | 785,604 | 555,604 |
| Charges for services | 1,100,000 | 1,100,000 | 2,067,719 | 967,719 |
| Motor vehicle registration | 5,360,000 | 5,360,000 | 5,794,859 | 434,859 |
| Investment earnings | 87,000 | 87,000 | 36,681 | (50,319) |
| Miscellaneous | 10,000 | 69,592 | 321,219 | 251,627 |
| Total revenues | 35,252,590 | 35,312,182 | 38,395,754 | 3,083,572 |
| **EXPENDITURES** | | | | |
| Current | | | | |
| Transportation support | 30,044,555 | 32,687,966 | 28,324,256 | 4,363,710 |
| Capital outlay | 2,482,242 | 2,413,424 | 2,206,511 | 206,913 |
| Total expenditures | 32,526,797 | 35,101,390 | 30,530,767 | 4,570,623 |
| Excess of revenues over expenditures | 2,725,793 | 210,792 | 7,864,987 | 7,654,195 |
| **OTHER FINANCING SOURCES (USES)** | | | | |
| Proceeds from sale of capital assets | 70,000 | 70,000 | 500,870 | 430,870 |
| Transfers out | (12,335,964) | (9,820,964) | (6,407,332) | 3,413,632 |
| Total other financing sources (uses) | (12,265,964) | (9,750,964) | (5,906,462) | 3,844,502 |
| **NET CHANGE IN FUND BALANCES** | (9,540,171) | (9,540,172) | 1,958,525 | 11,498,697 |
| **FUND BALANCES, beginning of year** | 21,861,995 | 21,861,995 | 21,861,995 | - |
| **FUND BALANCES, end of year** | $ 12,321,824 | $ 12,321,823 | $ 23,820,520 | $ 11,498,697 |

The Notes to the Financial Statements are an integral part of these statements.

**Williamson County, Texas**
Statement of Net Position
Proprietary Funds
September 30, 2021

| | Governmental Activities Internal Service |
|---|---|
| **ASSETS** | |
| Current assets | |
| Cash and investments | $ 12,236,498 |
| Accounts receivable | 667,732 |
| Inventory | 245,625 |
| Prepaid expenses | 245,733 |
| Total current assets | 13,395,588 |
| Noncurrent assets | |
| Capital assets | |
| Machinery and equipment | 609,917 |
| Less accumulated depreciation | (429,441) |
| Total noncurrent assets | 180,476 |
| Total assets | 13,576,064 |
| **LIABILITIES** | |
| Current liabilities | |
| Accounts payable | 291,372 |
| Accrued liabilities | 1,371,868 |
| Total liabilities | 1,663,240 |
| **NET POSITION** | |
| Net investment in capital assets | 180,476 |
| Unrestricted | 11,732,348 |
| **TOTAL NET POSITION** | $ 11,912,824 |

The Notes to the Financial Statements are an integral part of these statements.

## Williamson County, Texas

Statement of Revenues, Expenses,
and Changes in Net Position
Proprietary Funds
For the Fiscal Year Ended September 30, 2021

| | Governmental Activities |
|---|---|
| | Internal Service |
| **OPERATING REVENUES** | |
| Employer contributions | $ 20,623,984 |
| Employee contributions | 5,095,065 |
| Charges for services | 3,407,955 |
| Total operating revenues | 29,127,004 |
| **OPERATING EXPENSES** | |
| Claims | 15,949,421 |
| Insurance | 1,789,492 |
| Administration | 1,611,812 |
| Supplies and parts | 3,551,741 |
| Depreciation | 18,378 |
| Total operating expenses | 22,920,844 |
| Operating income | 6,206,160 |
| **NONOPERATING REVENUES (EXPENSES)** | |
| Interest and investment revenues | 8,702 |
| Capital contributions | 4,164 |
| Total nonoperating revenues (expenses) | 12,866 |
| Change in net position | 6,219,026 |
| **NET POSITION, beginning of year** | 5,693,798 |
| **NET POSITION, end of year** | $ 11,912,824 |

The Notes to the Financial Statements are an integral part of these statements.

**Williamson County, Texas**
Statement of Cash Flows
Proprietary Funds
For the Fiscal Year Ended September 30, 2021

| | Governmental Activities Internal Service |
|---|---|
| **CASH FLOWS FROM OPERATING ACTIVITIES** | |
| Receipts from customers and users | $ 29,280,520 |
| Payments to suppliers | (21,410,877) |
| Payments to employees | (1,611,812) |
| Net cash flows provided by operating activities | 6,257,831 |
| **CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES** | |
| Transfers in | 4,164 |
| Net cash flows provided by noncapital financing activities | 4,164 |
| **CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES** | |
| Acquisition and construction of capital assets | (57,018) |
| Net cash flows used in capital and related financing activities | (57,018) |
| **CASH FLOWS FROM INVESTING ACTIVITIES** | |
| Investment earnings | 8,702 |
| Net cash flows provided by investing activities | 8,702 |
| Change in cash and cash equivalents | 6,213,679 |
| **CASH AND CASH EQUIVALENTS, beginning of year** | 6,022,819 |
| **CASH AND CASH EQUIVALENTS, end of year** | $ 12,236,498 |
| **RECONCILIATION OF OPERATING INCOME TO NET PROVIDED BY/(USED IN) OPERATING ACTIVITIES** | |
| Operating income | $ 6,206,160 |
| Adjustments to reconcile operating income to net cash provided by/(used in) operating activities | |
| Depreciation | 18,378 |
| Change in assets and liabilities | |
| Accounts receivable | 153,516 |
| Prepaids and other assets | 79,588 |
| Inventory | 8,824 |
| Accounts payable | 49,270 |
| Accrued liabilities | (257,905) |
| **NET CASH PROVIDED BY OPERATING ACTIVITIES** | $ 6,257,831 |

The Notes to the Financial Statements are an integral part of these statements.

**Williamson County, Texas**
Statement of Fiduciary Net Position
Fiduciary Funds
September 30, 2021

| | Custodial Funds |
|---|---|
| **ASSETS** | |
| Cash and investments | $ 30,784,748 |
| Accounts receivable | 1,211,157 |
| Prepaid assets | 36,648 |
| Total assets | 32,032,553 |
| **LIABILITIES** | |
| Accounts payable | 996,793 |
| Due to other governments | 291,229 |
| Total liabilities | 1,288,022 |
| **NET POSITION** | |
| Individuals, organizations, and other governments | 30,744,531 |
| **TOTAL NET POSITION** | $ 30,744,531 |

The Notes to the Financial Statements are an integral part of these statements.

**Williamson County, Texas**
Statement of Changes in Fiduciary Net Position
Fiduciary Funds
September 30, 2021

| | Custodial Funds |
|---|---|
| **ADDITIONS** | |
| Tax Collections from other governments | $ 2,351,819,198 |
| Fees for other governments | 956,395 |
| Fees from other governments | 14,641 |
| Held for Others | 32,238,627 |
| Interest Income | 91,709 |
| Total additions | 2,385,120,570 |
| **DEDUCTIONS** | |
| Payment to other governments | 377,281,217 |
| Payment to individuals | 2,002,898,505 |
| Total deductions | 2,380,179,722 |
| Net increase in fiduciary net position | 4,940,848 |
| Net Position - Beginning of Year, as originally reported | - |
| Cumulative effect of adoption of GASB84 | 25,803,683 |
| Net Position - Beginning of Year, as restated | 25,803,683 |
| Net Position - End of Year | $ 30,744,531 |

The Notes to the Financial Statements are an integral part of these statements.

## Note 1. Summary of Significant Accounting Policies

Williamson County, Texas (the County) uses a commission form of government under the laws and statutes of the constitution of the State of Texas. The County provides various services to advance the welfare, health, morals, comfort, safety, and convenience of the County and its inhabitants. A summary of the significant accounting policies consistently applied in the preparation of the accompanying financial statements follows:

### Financial Reporting Entity

The Governmental Accounting Standards Board (GASB) has issued Statement No. 14, *The Financial Reporting Entity* and Statement No. 61, *The Financial Reporting Entity: Omnibus*, which established standards for defining and reporting on the financial reporting entity. The discussion that follows includes not only the minimum guidelines for an entity's inclusion in the County's financial statements, but also the reasons that certain entities were excluded from the statements.

The definition of the reporting entity is based primarily on the notion of financial accountability. The elected officials governing Williamson County are accountable to their constituents for their public policy decisions, regardless of whether those decisions are carried out directly through the operations of the County or by their appointees through the operations of a separate entity. Therefore, the County is not only financially accountable for the organizations that make up its legal entity, it is also financially accountable for legally separate organizations if its officials appoint a voting majority of an organization's governing body and either it is able to impose its will on that organization or there is a potential for the organization to provide specific financial benefits to, or to impose specific financial burdens on the County.

Depending on the significance of the County's financial and operational relationships with various separate entities, the organizations are classified as blended or discretely presented component units, related organizations, joint ventures, or jointly governed organizations, and the financial disclosure is treated accordingly.

*Related Organizations* – Where the Williamson County Commissioners Court (Commissioners Court) is responsible for appointing a majority of the members of a board of another organization, but the County's accountability does not extend beyond making such appointments, disclosure is made in the form of the relation between the County and such organization.

### Blended Component Units

*Avery Ranch Road District No. 1* (Avery District) was formed by the Commissioners Court in accordance with the Texas Government Code in February of 2001. The Avery District issues unlimited tax bonds for the purpose of developing roads within the District. The bonds constitute direct obligations of the Avery District payable from ad valorem taxes levied upon all taxable property located within the Avery District. The Avery District meets the financial accountability tests and is considered to be a blended component unit. Specifically, the government body is made up of Commissioners Court members and management of the primary government has operational responsibility for the Avery District.

*Pearson Place Road District* (Pearson District) was formed by the Commissioners Court in accordance with the Texas Government Code in July of 2010. The Pearson District issues unlimited tax bonds for the purpose of developing roads within the Pearson District. The bonds constitute direct obligations of the Pearson Place Road District payable from ad valorem taxes levied upon all taxable property located with the Pearson District. The Pearson District meets the financial accountability tests and is considered to be a blended component unit. Specifically, the government body is made up of Commissioners Court members and management of the primary government has operational responsibility for the Pearson District.

*Northwoods Road District No. 1* (Northwoods District) was formed by Commissioners Court in August of 2011. The District issues unlimited tax bonds for the purpose of developing roads in the district. The fund is used to reimburse the developer for construction of the four-lane divided portion of Staked Plains Boulevard from Avery Ranch Subdivision to Lakeline Boulevard, and the widening and extension of Lakeline Boulevard to a four lane arterial from Lake Creek east to the Capital Metro right-of-way. The fund is also used to pay for the long-term debt expenditures for the district. The Northwoods District meets the financial accountability tests and is considered to be a blended component unit. Specifically, the government body is made up of Commissioners Court members and management of the primary government has operational responsibility for the Northwoods District.

*Somerset Hills Road District No. 4* (Somerset Hills District) Somerset Hills No. 4 Road District was formed by the Commissioners Court in 2008. The District issues unlimited tax bonds for the purpose of developing roads in the district. The fund is used to reimburse the developer and Williamson County for its share of the costs associated with construction expenses and land dedication for Ronald Reagan Boulevard from Farm to Market Road 2338 to State Highway 195. The Somerset District meets the financial accountability tests and is considered to be a blended component unit. Specifically, the government body is made up of Commissioners Court members and management of the primary government has operational responsibility for the Somerset District.

*Williamson County Conservation Foundation* is a nonprofit corporation formed under the laws of the Texas Nonprofit Corporation Act. It was formed by the Commissioners Court in December of 2002, as a pro-active approach to providing for conservation and the recovery of endangered species in the Williamson County area. The Foundation is governed by a Board appointed by the Commissioners Court, of which, two members are County Commissioners. The Foundation meets the financial accountability tests and is considered to be a blended component unit. Specifically, the Foundation's board is substantively the same as the Commissioners Court and management of the primary government has operational responsibility for the Foundation. Additionally, there is a financial burden relationship between the primary government and the Foundation.

Complete financial statements for each of the individual component units may be obtained at the Williamson County Auditor's office.

Based upon the foregoing criteria, the following entity is not included in the accompanying financial statements: the Williamson County and Cities Health District.

**Government-Wide and Fund Financial Statements**

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the non-fiduciary activities of the government. For the most part, the effect of interfund activity has been removed from these statements. Governmental activities are normally supported by taxes and intergovernmental revenue.

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment are offset by program revenue. Direct expenses are those that are clearly identifiable with a specific function or segment. Program revenue includes: 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment; and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenue are reported instead as general revenues.

**Measurement Focus, Basis of Accounting and Financial Statement Presentation**
Separate financial statements are provided for governmental funds, proprietary funds and fiduciary funds, even though the latter are excluded from the government-wide financial statements. Major individual governmental funds are reported as separate columns in the fund financial statements.

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting, as are the proprietary fund financial statements. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenue in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the County considers revenue to be available if collected within 60 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences and claims and judgments, are recorded only when payment is due.

Property taxes and interest associated with the current fiscal period are all considered to be susceptible to accrual and so have been recognized as revenue of the current fiscal period. All other revenue items are considered to be measurable and available only when cash is received by the County.

The County reports the following major governmental funds:

The *General Fund* is the County's primary operating fund. It accounts for all financial resources of the general government, except those required to be accounted for in another fund.

The *Special Road and Bridge Fund* is a special revenue fund used to account for revenue derived from ad valorem taxes, vehicle registration fees, and rebates from the State of Texas. Expenditures are legally restricted for maintenance and construction of County roads and bridges.

The *Debt Service Fund* is used to account for the accumulation of resources for, and payment of, general long-term debt principal, interest, and related costs.

The *Capital Projects Fund* is used to account for the acquisition of capital assets or construction of major capital projects.

The *Pass-Through Funding Program* is a Special Revenue Fund used to account for reimbursements from the Texas Department of Transportation (TxDOT) related to the Pass-Through Road Financing Program. The pass-through program allows the County to manage the improvements of state highways. Reimbursements from TxDOT are based on a per vehicle usage after completion of these projects. The monies will be used for the payment of the debt related to these projects. Any funds remaining after all debt has been retired will be used for road projects.

The *Grant Fund* is used to account for federal, state, and private monies provided for the enhancement of programs not fully funded by the County.

Additionally, the County reports the following fund types:

*Internal Service Funds* account for the Benefits Program and Fleet Maintenance services provided to other departments or agencies of the government, or to other governments, on a cost reimbursement basis.

*Custodial Funds* are used to account for assets held by the County on behalf of individuals and other governments. Examples include taxes, fines, bonds, and restitution.

As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements with the exception of interfund services provided and used.

Amounts reported as program revenues include: 1) charges to customers or applicants for goods, services, or privileges provided; 2) operating grants and contributions; and 3) capital grants and contributions. Internally dedicated resources are reported as general revenues rather than as program revenues. Likewise, general revenue includes all taxes. Proprietary funds distinguish operating revenues and expenses from non-operating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations. The principal operating revenues of the County's internal service funds are charges to customers for services. Operating expenses for the internal service funds include the cost of services, administrative expenses, and depreciation on capital assets. All revenue and expenses not meeting this definition are reported as non-operating revenue and expenses.

## Note 2. Assets, Liabilities and Net Position or Fund Balance

### Cash and Investments

The County pools cash resources of some funds and invests these funds jointly. Each fund owns a pro rata share of the cash and investments. The County is entitled to invest in obligations of the United States, the State of Texas, and certificates of deposit of state or national banks or savings and loan associations within the State. All investments are stated at fair market value.

Investment earnings are allocated to the respective funds based on the cash balances outstanding at the end of each month.

The County's cash and cash equivalents are considered to be cash on hand, demand deposits, and short-term investments with original maturities of three months or less from the date of acquisition.

### Receivables and Payables

Activity between funds that are representative of lending/borrowing arrangements outstanding at the end of the fiscal year are referred to as either "due to/from other funds" (i.e., the current portion of interfund loans) or "advances to/from other funds" (i.e., the noncurrent portion of interfund loans). All other outstanding balances between funds are reported as "due to/from other funds".

Advances between funds, as reported in the fund financial statements, are offset by a fund balance reserve account in applicable governmental funds to indicate that they are not available for appropriation and are not expendable available financial resources.

All trade and property tax receivables are shown net of an allowance for uncollectible amounts. Trade accounts receivable in excess of 60 days comprise the trade accounts receivable allowance for uncollectible amounts.

Ad valorem property taxes attach as enforceable liens as of January 1. Taxes are levied prior to September 30, payable on October 1, and are delinquent on February 1. The majority of the County's property tax collections occur during December and early January each year. To the extent that County property tax revenue results in current receivables as defined by the GASB they are recognized when levied.

**Inventories and Prepaid Items**
All inventories are valued at cost using the first-in/first-out (FIFO) method.

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both government-wide and fund financial statements.

**Deferred Contributions**
Deferred contributions include the construction costs primarily of roads within the County that will be contributed upon completion to another governmental entity. Upon completion of the project, these assets will be transferred to another governmental entity and expensed in the statement of activities.

**Capital Assets**
Capital assets, which include property, plant, equipment and infrastructure assets (e.g. roads, bridges, sidewalks and similar items) and intangible assets (i.e., mitigation credits) are reported in the governmental activities column in the government-wide financial statements. The County defines capital assets as assets with an initial, individual cost of more than $5,000 (amount not rounded) and an estimated useful life in excess of one year. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at estimated acquisition value at the date of donation.

Intangible assets were modified to comply with GASB Statement No. 51. Intangible assets are not physical in nature, do not have monetary form, and are identifiable. Intangible assets include mitigation credits, unregistered trademarks, easements, and software (acquired or internally developed). Like capital assets, the County defines intangible assets with an initial cost of more than $5,000 and an estimated useful life in excess of one year.

Intangible assets with definite estimated useful lives from 2 to 60 years are amortized using the straight-line method.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend assets' lives are not capitalized. Major outlays for capital assets and improvements are capitalized as projects are constructed.

Property, plant, and equipment are depreciated using the straight-line method over the following estimated useful lives:

| Assets | Years |
|---|---|
| Buildings and improvements | 25 - 40 |
| Vehicles | 3 - 14 |
| Machinery and equipment | 5 - 15 |
| Infrastructure | 5 - 50 |
| Improvements other than buildings | 10 - 40 |

**Federal and State Grants**
Revenue from federal and state grants is recognized on the basis of actual expenditures incurred, limited to the amount of the total grant award. Shared revenue is recognized based on the fiscal period to which the entitlements received apply.

**Compensated Absences**
The Williamson County Personnel Policy provides employees with vacation leave and nonvesting accumulating rights to sick pay benefits. The policy allows all employees to accumulate up to 160 hours of vacation per year. Employees are allowed to carry their vacation balance forward to the next fiscal year in an amount not to exceed 160 hours, respectively. This limit was increased to 240 hours due to COVID not allowing employees to take normal vacation. Employees may also accrue up to 240 hours of compensatory time. Additionally, holiday time is accrued up to a maximum of 200 hours. Unused compensatory time and vacation leave time is paid upon termination. Governmental fund liability and expenditures are not recognized until they come due for payment.

**Long-term Obligations**
In the government-wide financial statements and proprietary fund types in the fund financial statements, long-term debt and other long-term obligations are reported as liabilities. Bond premiums and discounts, as well as charges on refundings, are deferred and amortized over the life of the bonds. Bonds payable are reported net of the applicable bond premium or discount. Charges and gains on refundings are reported as deferred charges or gains and amortized over the term of the related debt.

In the fund financial statements, governmental fund types recognize bond premiums and discounts, as well as bond issuance costs during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures.

**Fund Balances and Net Position**

**Government-Wide Financial Statements**
Net Position on the Statement of Net Position includes the following categories:

*Net investment in capital assets* – the component of net position that reports the difference between capital assets less both the accumulated depreciation and the outstanding balance of debt, net of premiums and discounts, excluding unspent proceeds, that are directly attributable to the acquisition, construction or improvement of these capital assets.

*Restricted* – net position are reported as restricted when there are limitations imposed on their use either through the enabling legislation adopted by the County or through external restrictions imposed by creditors, grantors, or laws or regulations of other governments.

*Unrestricted* – the difference between the assets and liabilities that is not reported in any of the classifications above.

**Governmental Fund Financial Statements**

The County has adopted the provisions of GASB Statement No. 54, *Fund Balance Reporting and Government Fund Type Definitions* (GASB 54). The objective of the statement is to enhance the usefulness of fund balance information by providing clearer fund balance classifications that can be more consistently applied and by clarifying the existing government fund type definitions. The statement establishes fund balance classifications that comprise a hierarchy based primarily on the extent to which a government is bound to observe constraints imposed upon the use of the resources reported in governmental funds. Fund balance classifications, under GASB 54 are nonspendable, restricted, committed, assigned, and unassigned. These classifications reflect not only the nature of funds, but also provide clarity to the level of restriction placed upon fund balance. Fund balance can have different levels of constraint, such as external versus internal compliance requirements. Unassigned fund balance is a residual classification within the General Fund. The General Fund should be the only fund that reports a positive unassigned balance. In all other funds, unassigned is limited to negative residual fund balance.

In accordance with GASB 54, the County classifies governmental fund balances as follows:

*Nonspendable* – includes amounts that cannot be spent because they are either not in spendable form, or, for legal or contractual reasons, must be kept intact.

*Restricted* – includes fund balance amounts that are constrained for specific purposes, which are externally imposed by providers, such as creditors, or amount restricted due to constitutional provisions or enabling legislation.

*Committed* – includes fund balance amounts that are constrained for specific purposes that are internally imposed by the County through formal action of the highest level of decision-making authority. Committed fund balance is reported pursuant to resolution passed by the County Commissioners Court.

*Unassigned* – includes residual positive fund balance within the General Fund, which has not been classified within the other above-mentioned categories. Unassigned fund balance may also include negative balances for any governmental fund if expenditures exceed amounts restricted, committed, or assigned for those specific purposes.

When both restricted and unrestricted resources are available for use, it is the County's policy to use restricted resources first, then unrestricted resources as they are needed. Furthermore, committed fund balances are reduced first, followed by assigned amounts and then unassigned amounts where expenditures are incurred for purposes for which amounts in any of those unrestricted fund balance classifications can be used.

The County has established a minimum fund balance policy whereby the County's unassigned general fund balance will be maintained at levels sufficient to protect the County's creditworthiness as well as its financial position from unforeseeable emergencies. The County will strive to maintain the unassigned general fund balance at a minimum level of 35% of total general fund budgeted expenditures.

A summary of the nature and purpose of fund balances at September 30, 2021, is as follows:

| | General | Special Road and Bridge | Debt Service | Capital Projects | Pass-through Funding Program | Grants | Other Governmental | Total Governmental Funds |
|---|---|---|---|---|---|---|---|---|
| Fund balances | | | | | | | | |
| Nonspendable | | | | | | | | |
| Inventory | $ - | $ 631,868 | $ - | $ - | $ - | $ - | $ - | $ 631,868 |
| Prepaid items | 19,833 | - | - | - | - | - | 34,403 | 54,236 |
| Investment in capital lease | 618,607 | - | - | - | - | - | - | 618,607 |
| Total nonspendable | 638,440 | 631,868 | - | - | - | - | 34,403 | 1,304,711 |
| Restricted for | | | | | | | | |
| Construction and maintenance of roads and bridges | - | 23,188,652 | - | - | 97,157,333 | - | - | 120,345,985 |
| Payment of general long-term debt principal, interest and related costs | - | - | 7,601,497 | - | - | - | 1,698,204 | 9,299,701 |
| Acquisition of capital assets | - | - | - | 517,763,909 | - | - | 9,057,603 | 526,821,512 |
| Court mediations | - | - | - | - | - | - | 403,620 | 403,620 |
| Third Court of Appeals | - | - | - | - | - | - | 396 | 396 |
| Child safety, health or nutrition | - | - | - | - | - | - | 820,115 | 820,115 |
| The conservation of endangered species | - | - | - | - | - | - | 3,604,179 | 3,604,179 |
| Technological enhancements | - | - | - | - | - | - | 432,654 | 432,654 |
| The County Jail | - | - | - | - | - | - | 2,412,361 | 2,412,361 |
| The Radio Communication System | - | - | - | - | - | - | 824,487 | 824,487 |
| Drug cases, drug education or equipment for law enforcement | - | - | - | - | - | - | 940,018 | 940,018 |
| Maintenance, digitalization and preservation of County and Court records | - | - | - | - | - | - | 11,192,918 | 11,192,918 |
| Court reporter | - | - | - | - | - | - | 457,793 | 457,793 |
| Teen Court Program | - | - | - | - | - | - | 4,001 | 4,001 |
| Courthouse and Justice of the Peace security | - | - | - | - | - | - | 709,611 | 709,611 |
| Fire code enforcement | - | - | - | - | - | - | 51,050 | 51,050 |
| Specialty Courts | - | - | - | - | - | - | 156,253 | 156,253 |
| Voting and election services | - | - | - | - | - | - | 1,810,887 | 1,810,887 |
| Juvenile and guardianship programs | - | - | - | - | - | - | 830,049 | 830,049 |
| Law library | - | - | - | - | - | - | 895,145 | 895,145 |
| Medical services | - | - | - | - | - | - | 6,276,485 | 6,276,485 |
| Training | - | - | - | - | - | - | 74,584 | 74,584 |
| Regional Animal Shelter | - | - | - | - | - | - | 313,880 | 313,880 |
| The City of Hutto and Hutto ISD | - | - | - | - | - | - | 1,063,319 | 1,063,319 |
| Recreational facilities | - | - | - | - | - | - | 1,158,769 | 1,158,769 |
| Historical commission | - | - | - | - | - | - | 6,024 | 6,024 |
| Williamson County landfill | - | - | - | - | - | - | 3,961,604 | 3,961,604 |
| Healthcare Participation Program | - | - | - | - | - | - | 11,431,503 | 11,431,503 |
| Community Improvement Projects Precinct 4 | - | - | - | - | - | - | 20,000 | 20,000 |
| Total restricted | - | 23,188,652 | 7,601,497 | 517,763,909 | 97,157,333 | - | 60,607,512 | 706,318,903 |
| Committed to | | | | | | | | |
| Cash reduction plan and long term transportation plan | 36,447,532 | - | - | - | - | - | - | 36,447,532 |
| Employee recognition programs | 81,359 | - | - | - | - | - | - | 81,359 |
| Total committed | 36,528,891 | - | - | - | - | - | - | 36,528,891 |
| Unassigned | 130,659,577 | - | - | - | - | - | - | 130,659,577 |
| **Total fund balances** | $ 167,826,908 | $ 23,820,520 | $ 7,601,497 | $ 517,763,909 | $ 97,157,333 | $ - | $ 60,641,915 | $ 874,812,082 |

**Pensions**
The County has adopted accounting policy in response to GASB Statement No. 68, *Accounting and Financial Reporting for Pensions, An Amendment of GASB Statement No. 27* (GASB 68). For purposes of measuring the net pension liability, pension related deferred outflows and inflows of resources, and pension expense, the County specific information about its Fiduciary Net Positon in the Texas County and District Retirement System (TCDRS) and additions to/deductions from the County's Fiduciary Net Position have been determined on the same basis as they are reported by TCDRS. For this purpose, plan contributions are recognized in the period that compensation is reported for the employee, which is when contributions are legally due. Benefit payments and refunds are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value. Information regarding the County's Total Pension Liability is obtained from TCDRS through a report prepared for the County by TCDRS consulting actuary, Milliman, in compliance with GASB 68.

**Other Postemployment Benefits (OPEB)**
Other Postemployment Benefits (OPEB) cost for retiree healthcare and similar, non-pension retiree benefits, is required to be measured and disclosed using the accrual basis of accounting, regardless of the amount recognized as OPEB expense on the modified accrual basis of accounting. Annual OPEB cost is calculated in accordance with GASB Statement No. 75, *Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions* (GASB 75). GASB 75 requires a liability for OPEB obligations to be recognized on the balance sheets of participating employers. Changes in OPEB liability will be immediately recognized as OPEB expense on the income statement or reported as deferred inflows/outflows of resources depending on the nature of the change. Information regarding the County's OPEB liability is obtained through a report prepared for the County by Milliman, a consulting actuary, in compliance with GASB 75.

**Deferred Outflows/Inflows of Resources**
In addition to assets, the statement of financial position and/or balance sheet will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then.

In addition to liabilities, the statement of financial position and/or balance sheet will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time.

The County has the following items that are reported as deferred outflows or deferred inflows of resources.

- *Deferred charges/gains on refundings* – A deferred charge/gain on refunding results from the difference in the carrying value of refunded debt and its reacquisition price. Deferred charges are reported as a deferred outflow and deferred gains are reported as a deferred inflow, and both are amortized over the shorter of the life of the refunded or refunding debt.

- *Pension contributions after measurement date* – These contributions are reported as a deferred outflow and recognized in the following fiscal year.

- *Difference in projected and actual earnings on pension assets* – This difference is reported as a deferred outflow and amortized over a closed five-year period.

- *Difference in projected and actual experience and changes in assumptions for pension and OPEB* – These differences are reported as both a deferred outflow and inflow and amortized over the average service life for all active, inactive, and retired members.

**Use of Estimates**
The preparation of financial statements, in conformity with generally accepted accounting principles, requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the reporting period. Actual amounts could differ from those estimates.

**Implementation of New Accounting Standards**
GASB Statement No. 84, *Fiduciary Activities* (GASB 84), establishes criteria for identifying fiduciary activities of all state and local governments. The focus of the criteria generally is on 1) whether a government is controlling the assets of the fiduciary activity and 2) the beneficiaries with whom a fiduciary relationship exists. Separate criteria are included to identify fiduciary component units and postemployment benefit arrangements that are fiduciary activities. The requirements of this statement were originally effective for reporting periods beginning after December 15, 2018; however, issuance of GASB Statement No. 95, *Postponement of the Effective Dates of Certain Authoritative Guidance* (GASB 95), extended the effective date of GASB 84 to reporting periods beginning after December 15, 2019, with earlier application encouraged. GASB 84 was implemented in the County's 2021 financial statements, resulting in a cumulative effect adjustment of $25,803,683 as of October 1, 2020 to net position in the fiduciary financial statements due to reclassification of certain fiduciary activities to conform to the new standard.

## Note 3. Stewardship, Compliance, and Accountability

**Budgetary Information**
In accordance with the Local Government Budget and Fiscal Control Act, the County follows these procedures in establishing the budgetary data reflected in the financial report:

1. The Budget Officer submits to the County Commissioners a proposed operating budget for the fiscal year commencing the following October. The operational budget includes proposed expenditures and the means of financing them.

2. Public hearings are conducted to obtain taxpayer comments.

3. The budget is legally enacted through passage of an ordinance by September 30 each year.

The County Commissioners may amend the budget ordinance at any time after its adoption so long as the amended ordinance continues to meet the requirements of "Local Government Budget and Fiscal Control Act". During the year, several supplementary appropriations to the original budget were necessary. The County's legally adopted budget is at the function level. For internal management purposes, the budgets are detailed by line item and entered into the accounting records. Comparisons of actual expenditures or expenses to budget are made on an ongoing basis. Budgets of the General, Special Revenue, and Debt Service are prepared on an annual basis. Formal budgetary integration is not employed for Capital Projects Funds because budgetary control is achieved through legally binding construction contracts.

Budgets are adopted on a basis consistent with generally accepted accounting principles. Annual appropriated budgets are adopted for the General, Special Revenue (except as noted in the following paragraph), and Debt Service Funds. All annual appropriations lapse at fiscal year-end.

Annually appropriated budgets are not adopted for all Special Revenue Funds. The Appellate Judicial System, Child Abuse Prevention, Child Safety, Community Improvement Pct. 4, County Sheriff, District Attorney Welfare Fraud, Grants, Juvenile Delinquency Prevention, Local Provider Participation, Pass-through Funding Program, Unclaimed Juvenile Restitution, WM-City of and Hutto ISD, WM-Community Recreation Facility, WM-Future Environmental Liability, and WM-Master Site Development do not have legally adopted budgets. Accordingly, budget and actual comparisons do not include these funds.

**Deficit Unrestricted Net Position**

A deficit unrestricted net position of approximately $168,000,000 exists in governmental activities as of September 30, 2021. This deficit is primarily the result of the County issuing bonds to finance the construction of infrastructure contributed to other governmental entities. As of September 30, 2021, the amount of bonds outstanding that were used to finance construction of assets transferred to another governmental entity was approximately $392,000,000. These bonds will be paid with future property tax revenues restricted for debt service.

## Note 4. Deposits and Investments

The Public Funds Investment Act (Government Code Chapter 2256) contains specific provisions in the areas of investment practices, management reports, and establishment of appropriate policies. Among other things, it requires the County to adopt, implement, and publicize an investment policy. That policy must address the following areas: (1) safety of principal and liquidity; (2) portfolio diversification; (3) allowable investments; (4) acceptable risk levels; (5) expected rates of return; (6) maximum allowable stated maturity of portfolio investments; (7) maximum average dollar-weighted maturity allowed based on the stated maturity date for the portfolio; (8) investment staff quality and capabilities; and (9) competitive bidding processes where applicable. Statutes authorize the County to invest in (1) obligations of the U.S. Treasury, certain U.S. agencies, and the State of Texas; (2) certificates of deposit; (3) certain municipal securities; (4) money market savings accounts; (5) repurchase agreements; (6) bankers acceptances; (7) mutual funds; (8) investment pools; (9) guaranteed investment contracts; and (10) common trust test procedures related to investment practices as provided by the Act. The County is in substantial compliance with the requirements of the Act and with local policies.

Certain investment types are not required to be measured at fair value; these include certain investment pools in which the underlying portfolio is measured at amortized cost. Other investment pools, in which underlying portfolio investments are measured at fair value, are reported by the County at the net asset value (NAV) determined by the pool, which approximates fair value.

**TexPool**

TexPool is duly chartered and overseen by the State Comptroller's Office, administered and managed by Federated Investors, Inc. State Street Bank serves as the custodial bank. The portfolio consists of U.S. Government securities, collateralized repurchase and reverse repurchase agreements, and AAA rated money market mutual funds.

TexPool transacts at a net asset value of $1.00 per share, has a weighted average maturity of 60 days or less and weighted average life of 120 days or less, investments held are highly rated by a nationally recognized statistical rating organization, have no more than 5% of portfolio with one issuer (excluding US government securities), and can meet reasonably foreseeable redemptions. The investment pool has a redemption notice period of one day and no maximum transaction amounts. The investment pool authorities may only impose restrictions on redemptions in the event of a general suspension of trading on major securities market, general banking moratorium or national or state emergency that affects the pool liquidity.

**TexPool Prime**
TexPool Prime is duly chartered and overseen by the State Comptroller's Office, administered and managed by Federated Investors, Inc. State Street Bank serves as the custodial bank. The portfolio consists of U.S. Government securities, collateralized repurchase and reverse repurchase agreements, AAA rated money market mutual funds, commercial paper and certificates of deposit.

TexPool Prime transacts at a net asset value of $1.00 per share, has a weighted average maturity of 60 days or less and weighted average life of 120 days or less, investments held are highly rated by a nationally recognized statistical rating organization, have no more than 5% of portfolio with one issuer (excluding US government securities), and can meet reasonably foreseeable redemptions. The investment pool has a redemption notice period of one day and no maximum transaction amounts. The investment pool authorities may only impose restrictions on redemptions in the event of a general suspension of trading on major securities market, general banking moratorium or national or state emergency that affects the pool liquidity.

**Texas Cooperative Liquid Asset Securities System Trust (Texas CLASS)**
Texas CLASS was created in accordance with the requirements contained in section 2256.016 of the Public Funds Investment Act (PFIA). The Texas CLASS Trust Agreement is an agreement of indefinite term regarding the investment, reinvestment, and withdrawal of local government funds. The parties to the Trust Agreement are Texas local government entities that choose to participate in the Trust (the Participants), Public Trust Advisors, LLC (Public Trust) as Program Administrator, and Wells Fargo Bank Texas, N.A. as Custodian.

**Texas CLASS Portfolio**
Texas CLASS is an external investment pool measured at fair value, i.e. net asset value. The investment pool strategy is to seek preservation of principal, liquidity and current income through investment in a diversified portfolio of short term marketable securities. There are no unfunded commitments related to the investment pool. Texas CLASS has a redemption notice period of one day and may redeem daily. The investment pool authorities may only impose restrictions on redemptions in the event of a general suspension of trading on major securities market, general banking moratorium or national or state emergency that affects the pool liquidity. The Texas CLASS portfolio consists of U.S. Government securities; collateralized repurchase and reverse repurchase agreements; AAA rated money market mutual funds; and commercial paper.

**Texas CLASS Government Portfolio**
Texas CLASS Government is an external investment pool measured at fair value, i.e. net asset value. The investment pool strategy is to seek preservation of principal, liquidity and current income through investment in a diversified portfolio of short term marketable securities. There are no unfunded commitments related to the investment pool. Texas CLASS has a redemption notice period of one day and may redeem daily. The investment pool authorities may only impose restrictions on redemptions in the event of a general suspension of trading on major securities market, general banking moratorium or national or state emergency that affects the pool liquidity. The Texas CLASS Government portfolio consists of U.S. Government securities; collateralized repurchase and reverse repurchase agreements; and AAA rated money market mutual funds.

**Local Government Investment Cooperative (LOGIC)**
LOGIC is duly chartered by the State of Texas Interlocal Cooperation Act, is administered by Hilltop Securities, Inc. and J.P. Morgan Investment Management, Inc. (JPMIM), and managed by JPMIM, who provides custody and investment management.

LOGIC's investment objectives are to seek preservation of principal, liquidity, and current income through investment in a diversified portfolio of short-term marketable securities. The portfolio will maintain a dollar-weighted average maturity that does not exceed 60 days and seeks to maintain a net asset value of $1.00 per share. LOGIC may invest in securities including: obligations of the United States or its agencies and instrumentalities, including the Federal Home Loan Banks; other obligations which are unconditionally guaranteed or insured by the U.S.; fully collateralized repurchase agreements with a defined termination date and unconditionally guaranteed or insured by the U.S. or its agencies and instrumentalities; SEC-registered money-market fund rated in the highest rating category by at least one nationally recognized statistical rating organization (NRSRO); and commercial paper as authorized under the Public Funds Investment Act. The investment pool has a redemption notice period of one day and no maximum transaction amounts. The investment pool authorities may only impose restrictions on redemptions in the event of a general suspension of trading on major securities market, general banking moratorium or national or state emergency that affects the pool liquidity.

The County categorizes its fair value measurements within the fair value hierarchy established by generally accepted accounting principles. GASB Statement No. 72, *Fair Value Measurement and Application* provides a framework for measuring fair value which establishes a three-level fair value hierarchy that describes the inputs that are used to measure assets and liabilities.

- Level 1 inputs are quoted prices (unadjusted) for identical assets or liabilities in active markets that a government can access at the measurement date.
- Level 2 inputs are inputs – other than quoted prices included within Level 1- that are observable for an asset or liability, either directly or indirectly.
- Level 3 inputs are unobservable inputs for an asset or liability.

The fair value hierarchy gives the highest priority to Level 1 inputs and the lowest priority to Level 3 inputs. If a price for an identical asset or liability is not observable, a government should measure fair value using another valuation technique that maximizes the use of relevant observable inputs and minimizes the use of unobservable inputs. If the fair value of an asset or a liability is measured using inputs from more than one level of the fair value hierarchy, the measurement is considered to be based on the lowest priority level input that is significant to the entire measurement. The Level 2 investments below represent approximate fair value of the County's commercial paper based on quoted market prices or alternative pricing sources and models utilizing observable inputs.

The County has recurring fair value measurements as presented in the table below. The County's investment balances and weighted average maturity of such investments are as follows:

| Investment Type | September 30, 2021 | Quoted Prices in Active Markets for Identical Assets (Level 1) | Significant Other Observable Inputs (Level 2) | Significant Other Observable Inputs (Level 3) | Weighted Average Maturity (Days) |
|---|---|---|---|---|---|
| Investments not subject to fair value (amortized cost) | | | | | |
| TexPool | $ 12,722,988 | $ - | $ - | $ - | 34 |
| TexPool Prime | 56,023,665 | - | - | - | 53 |
| LOGIC | 47,367,192 | - | - | - | 59 |
| Texas Class | 173,826,443 | - | - | - | 90 |
| Texas Class Government Class | 90,606,428 | | | | 41 |
| CD Investments | - | 113,126,563 | - | - | 238 |
| Investments by fair value level | | | | | |
| U.S. Equity Securities | - | 131,740,423 | - | - | 598 |
| U.S. Agency Securities | - | 191,760,707 | - | - | 826 |
| U.S. Treasury Bonds | - | 45,453,581 | - | - | 510 |
| Commercial Paper | - | - | 78,968,730 | - | 106 |
| **Total** | $ 380,546,716 | $ 482,081,274 | $ 78,968,730 | $ - | |

*Interest Rate Risk*. In accordance with its investment policy, the County manages its exposure to declines in fair market values by limiting the average dollar-weighted maturity of its portfolio to a maximum of 365 days.

*Custodial Credit Risk.* In the case of deposits, this is the risk that in the event of a bank failure, the County's deposits may not be returned to it. State statutes require that all deposits in financial institutions be fully collateralized by U. S. Government Obligations or its agencies and instrumentalities or direct obligations of Texas or its agencies and instrumentalities that have a fair value of not less than the principal amount of deposits.

*Credit Risk.* It is the County's policy, as defined in the Texas Public Funds Investment Act, to limit its investments to investment types with an investment quality rating not less than A or its equivalent by a nationally recognized statistical rating organization. The money market and CD investments are not rated.

The remainder of the County's investments are rated as follows:

| Investment Type | Rating | Rating Agency |
|---|---|---|
| TexPool | AAAm | Standard & Poor's |
| TexPool Prime | AAAm | Standard & Poor's |
| LOGIC | AAA | Standard & Poor's |
| Texas Class | AAAm | Standard & Poor's |
| Texas Class Government | AAAm | Standard & Poor's |
| U.S. Agency Securities | AA+ | Standard & Poor's |

## Note 5. Receivables and Unearned Revenue

Receivables as of year-end for the County's individual major funds and non-major funds in the aggregate, including the applicable allowances for uncollectible accounts, are as follows:

| | Governmental Funds | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| | General | Special Road and Bridge | Debt Service | Capital Projects | Pass-through Funding Program | Grants | Other Governmental Funds | Total |
| Receivables | | | | | | | | |
| Property taxes | $ 1,936,933 | $ 290,868 | $ 1,249,815 | $ - | $ - | $ - | $ 8,163 | $ 3,485,779 |
| Adjudicated fines | 2,619,858 | - | - | - | - | - | - | 2,619,858 |
| Emergency medical services | 5,547,541 | - | - | - | - | - | - | 5,547,541 |
| Intergovernmental | - | - | - | 2,659,192 | 30,677,267 | 1,019,776 | 541,124 | 34,897,359 |
| Interest | 259,752 | 7,303 | - | 908,645 | 122,909 | - | 14,547 | 1,313,156 |
| Other | 1,821,203 | 87,978 | - | - | - | - | 377,217 | 2,286,398 |
| Gross receivables | 12,185,287 | 386,149 | 1,249,815 | 3,567,837 | 30,800,176 | 1,019,776 | 941,051 | 50,150,091 |
| Less: allowance for uncollectibles | 3,897,157 | - | - | - | - | - | - | 3,897,157 |
| **Net total receivables** | $ 8,288,130 | $ 386,149 | $ 1,249,815 | $ 3,567,837 | $ 30,800,176 | $ 1,019,776 | $ 941,051 | $ 46,252,934 |

Governmental funds report deferred revenue in connection with receivables for revenue that is not considered to be available to liquidate liabilities of the current period, which will be reported as the deferred inflow of resources in the government funds. Governmental funds also record unearned revenues in connection with resources that have been received, but not yet earned. At the end of the current fiscal year, the various components of deferred revenue and unearned revenue reported in the governmental funds were as follows:

| | Unavailable | Unearned |
|---|---|---|
| General fund | | |
| Delinquent property taxes receivable | $ 1,853,462 | $ - |
| Adjudicated fines | 855,617 | - |
| Emergency medical services | 2,146,141 | - |
| Investment in capital lease | 618,607 | - |
| Other | 88,399 | 275,740 |
| Total general fund | 5,562,226 | 275,740 |
| Special road and bridge | | |
| Delinquent property taxes receivable | 276,879 | - |
| Other | - | 7,925 |
| Total special road and bridge | 276,879 | 7,925 |
| Debt service fund | | |
| Delinquent property taxes receivable | 1,194,619 | - |
| Total debt service fund | 1,194,619 | - |
| Grants fund | | |
| Federal and State Grant funds | - | 87,039,396 |
| Total grants fund | - | 87,039,396 |
| Other governmental funds | | |
| Delinquent property taxes receivable | 7,922 | - |
| Animal shelter fees | 309,921 | - |
| Election Services Contract Fees | - | 64,593 |
| Total other governmental funds | 317,843 | 64,593 |
| **Total governmental funds** | $ 7,351,567 | $ 87,387,654 |

## Note 6. Capital Assets

Capital asset activity for the year ended September 30, 2021, was as follows:

| | Beginning Balance | Additions/ Transfers to | Disposals/ Transfers from | Ending Balance |
|---|---|---|---|---|
| Governmental activities | | | | |
| Capital assets, not being depreciated | | | | |
| Land | $ 388,480,051 | $ 64,011,568 | $ (4,247,784) | $ 448,243,835 |
| Intangibles | 4,505,752 | - | (303,300) | 4,202,452 |
| Construction in progress | 80,776,799 | 40,837,889 | (43,826,566) | 77,788,122 |
| Total assets not being depreciated | 473,762,602 | 104,849,457 | (48,377,650) | 530,234,409 |
| Capital assets being depreciated | | | | |
| Buildings and improvements | 282,478,475 | - | 8,084,418 | 290,562,893 |
| Machinery and equipment | 118,610,483 | 7,865,636 | (6,091,352) | 120,384,767 |
| Infrastructure | 507,220,044 | 24,222,286 | 15,521,981 | 546,964,311 |
| Intangible | 15,101,778 | 33,000 | - | 15,134,778 |
| Total capital assets being depreciated | 923,410,780 | 32,120,922 | 17,515,047 | 973,046,749 |
| Less: accumulated Depreciation | | | | |
| Buildings and improvements | (88,302,498) | (7,491,794) | - | (95,794,292) |
| Machinery and equipment | (59,402,345) | (9,952,212) | 5,516,825 | (63,837,732) |
| Infrastructure | (199,985,264) | (24,007,092) | 1,559,119 | (222,433,237) |
| Intangible | (11,835,447) | (1,021,177) | - | (12,856,624) |
| Total accumulated depreciation | (359,525,554) | (42,472,275) | 7,075,944 | (394,921,885) |
| Total capital assets being depreciated, net | 563,885,226 | (10,351,353) | 24,590,991 | 578,124,864 |
| **Governmental activities Capital assets, net** | $ 1,037,647,828 | $ 94,498,104 | $ (23,786,659) | $ 1,108,359,273 |

Depreciation expense was charged to functions/programs of the County as follows:

| | | |
|---|---|---|
| Governmental activities | | |
| General government | $ | 4,243,347 |
| Public safety | | 8,974,223 |
| Transportation support | | 25,757,038 |
| Judicial | | 1,175,018 |
| Community services | | 2,299,146 |
| Capital assets held by the County's internal service funds are charged to the various functions based on their usage of the assets | | 23,503 |
| **Total depreciation expense - governmental activities** | $ | 42,472,275 |

**Construction Commitments**

The County has active construction projects as of September 30, 2021. The projects include road construction, parks and park improvements, as well as facilities construction. As of September 30, 2021, the County's commitments with contractors were as follows:

| Project | Spent-to-date | Remaining Commitment |
|---|---|---|
| Road construction, parks and park improvements, facilities construction | $ 1,590,411,506 | $ 63,699,064 |

## Note 7. Interfund Receivables, Payables, and Transfers

The composition of interfund transfers for the year ended September 30, 2021 is as follows:

| | Transfers In | | | | | |
|---|---|---|---|---|---|---|
| | General | Debt Service | Capital Projects | Grants | Other governmental | Total |
| Transfers out | | | | | | |
| General | $ - | $ - | $ 15,168,948 | $ 129,064 | $ 1,142,384 | $ 16,440,396 |
| Special road and bridge | - | - | 6,407,332 | - | - | 6,407,332 |
| Capital projects | - | - | - | 621,148 | 114,728 | 735,876 |
| Pass-through funding programs | - | 761,700 | - | - | - | 761,700 |
| Other governmental | 163,903 | - | - | 2,011 | 625,234 | 791,148 |
| **Total transfers out** | $ 163,903 | $ 761,700 | $ 21,576,280 | $ 752,223 | $ 1,882,346 | $ 25,136,452 |

Transfers are used to: (1) move revenues from the fund required by statute or budget to collect them to the fund required by statute or budget to expend them; and (2) fund the County's match portion for grants.

Additionally, $489,176 is recorded as a due from other funds in the General Fund from two non-major governmental funds to cover a cash deficit in those funds as of September 30, 2021.

## Note 8. Investment in Leases

The County has a 30-year agreement to lease a building to the Children's Advocacy Center. For accounting purposes, the County has classified the lease as a direct financing lease. At September 30, 2021, the future minimum lease payments to be received under the lease are as follows:

| Years Ending September 30, | Payment |
|---|---|
| 2022 | $ 24,000 |
| 2023 | 24,000 |
| 2024 | 24,000 |
| 2025 | 24,000 |
| 2026 | 24,000 |
| 2027-2031 | 120,000 |
| 2032-2036 | 120,000 |
| 2037-2038 | 44,000 |
| Total minimum lease payments receivable | 404,000 |
| Less: unearned income | (294,949) |
| Estimated unguaranteed residual value | 509,556 |
| **Net investment in capital lease** | $ 618,607 |

## Note 9. Long-term Liabilities

The following is a summary of the long-term liability transactions of the County, including blended component units, for the year ended September 30, 2021:

| | Balance September 30, 2020 | Additions | Retirements | Balance September 30, 2021 | Amounts Due Within One Year |
|---|---|---|---|---|---|
| Governmental activities | | | | | |
| Bonds payable | $ 1,034,064,955 | $ 374,790,000 | $ (264,604,955) | $ 1,144,250,000 | $ 89,610,000 |
| Accumulated accretion | 2,737,448 | 62,552 | (2,800,000) | - | - |
| Premium | 103,250,341 | 26,494,279 | (27,696,223) | 102,048,397 | 9,817,104 |
| Discounts | (961,594) | - | 124,393 | (837,201) | (68,388) |
| Total bonds payable | 1,139,091,150 | 401,346,831 | (294,976,785) | 1,245,461,196 | 99,358,716 |
| Net pension liability | 55,619,549 | 23,857,406 | (21,323,067) | 58,153,888 | - |
| Net OPEB liability | 59,226,881 | 4,498,159 | (2,638,070) | 61,086,970 | - |
| Compensated absences | 6,093,347 | 4,975,135 | (5,384,923) | 5,683,559 | 5,683,559 |
| **Total governmental activities** | $ 1,260,030,927 | $ 434,677,531 | $ (324,322,845) | $ 1,370,385,613 | $ 105,042,275 |

The compensated absences liability will be liquidated primarily by the General Fund and the Special Road and Bridge Fund. The OPEB obligation will be liquidated primarily by the General Fund. The net pension liability will be liquidated primarily by the General Fund.

Per Williamson County policy, sick leave is not paid out upon termination and is not included in the compensated absences calculation. Compensated absences includes accrued vacation, holiday and comp time that will be paid within the following year. It is expected that the entire amount will be expended during the following year.

Approximately $392,000,000 of the County's bonds outstanding as of September 30, 2021 were issued to construct or acquire capital assets for the County. The remainder of the outstanding bonds are used for construction of County infrastructure that is not a County owned asset, and therefore is not capital related, but benefits County citizens.

**Bonds**

Long-term debt of the County consists of various issues of General Obligation Bonds and Certificates of Obligation. General Obligation Bonds require voter approval at a public election before issuance, while Certificates of Obligation are issued upon the vote of the Commissioners Court. Both types are backed by the full faith and credit of the County. Debt service is primarily paid from ad valorem taxes with the exception of the Pass Through Toll Revenue and Limited Tax Certificates of Obligation which are payable from Pass Through Toll Revenue from TXDOT.

| Issue Date | Description | Maturity | Original Amount | Interest Rate | Coupon Date |
|---|---|---|---|---|---|
| 03/21/2012 | Limited Tax Refunding Bonds Series 2012 | 02/15/2023 | 140,640,000 | 4.5 - 5.0% | 2/15, 8/15 |
| 12/01/2012 | Limited Taxable Refunding Bonds Series 2012 | 02/15/2029 | 32,895,000 | 0.55 - 3.0% | 2/15, 8/15 |
| 04/15/2013 | Limited Tax Refunding Bonds Series 2013 | 02/15/2024 | 71,750,000 | 1.0 - 4.0% | 2/15,8/15 |
| 04/15/2013 | Pass Through Revenue & LTD Tax Bonds Series 2013 | 02/15/2024 | 14,985,000 | 1.0 - 4.0% | 2/15, 8/15 |
| 04/10/2014 | Unlimited Tax Road Bonds Series 2014 | 02/15/2025 | 91,750,000 | 2.0 - 5.0% | 2/15, 8/15 |
| 10/28/2014 | Limited Tax Refunding Bonds Series 2014 | 02/15/2025 | 77,345,000 | 3.06% | 2/15, 8/15 |
| 04/23/2015 | Limited Tax Refunding Bonds Series 2015 | 02/15/2034 | 74,295,000 | 2.0 - 5.0% | 2/15, 8/15 |
| 04/23/2015 | Limited Tax Refunding Bonds, Taxable Series 2015 | 02/15/2022 | 29,290,000 | .550 - 2.323% | 2/15, 8/15 |
| 05/28/2015 | Unlimited Tax Road Bonds Series 2015 | 02/15/2037 | 90,205,000 | 4.0 -5.0% | 2/15, 8/15 |
| 05/28/2015 | Combination Tax & Revenue Certificates Series 2015 | 02/15/2036 | 59,645,000 | 2.0 -5.0% | 2/15, 8/15 |
| 10/15/2015 | Limited Tax Refunding Bonds Series 2015A | 02/15/2026 | 16,175,000 | 2.0 – 4.0% | 2/15, 8/15 |
| 06/01/2016 | Limited Tax Park Bonds Series 2016 | 02/15/2036 | 18,350,000 | 2.0 – 5.0% | 2/15, 8/15 |
| 07/01/2016 | Limited Tax Refunding Bonds Series 2016 | 02/15/2036 | 37,980,000 | 1.5 – 5.25% | 2/15, 8/15 |
| 07/26/2017 | Limited Tax Refunding Bonds Series 2017 | 09/30/2032 | 43,230,000 | 2.0 – 5.25% | 2/15, 8/15 |

| Issue Date | Description | Maturity | Original Amount | Interest Rate | Coupon Date |
|---|---|---|---|---|---|
| 12/06/2017 | Unlimited Tax Road Bonds Series 2017 | 9/30/2042 | 71,860,000 | 2.0 – 5.0% | 2/15, 8/15 |
| 01/22/2020 | Unlimited Tax Road Bonds Series 2020 | 2/15/2040 | 263,885,000 | 2.375 – 5.0% | 2/15, 8/15 |
| 02/19/2020 | Limited Tax Refunding and Park Series 2020 | 2/15/2040 | 40,065,000 | 3.0 – 5.0% | 2/15, 8/15 |
| 02/17/2021 | Limited Tax Refunding Bonds, Series 2021 | 2/15/2031 | 12,670,000 | 2.0 – 4.0% | 2/15, 8/15 |
| 02/17/2021 | Limited Tax Refunding Bonds, Taxable Series 2021 | 2/15/2033 | 180,760,000 | .141 – 1.656% | 2/15, 8/15 |
| 08/25/2021 | Limited Tax Notes, Series 2021 | 2/15/2028 | 175,510,000 | 4.0 – 5.0% | 2/15, 8/15 |

In February 2021, the County issued $12,670,000 in Limited Tax Refunding Bonds. The bonds constitute direct obligations of the District, payable from ad valorem taxes levied upon all taxable property. Interest at a rate range from 2.0 - 4.0% is payable at February 15 and August 15 of each year. In part, these bonds were used to refund $13,990,000 of various bonds. As a result, the refunded bonds are considered to be defeased and the liability has been removed from the governmental activities column of the statement of net position. This advance refunding was undertaken to decrease the total debt service payments over the next ten years by $1,967,356, and resulted in an economic gain of $1,880,092.

In February 2021, the County issued $180,760,000 in Limited Tax Refunding Bonds Taxable. The bonds constitute direct obligations of the District, payable from ad valorem taxes levied upon all taxable property. Interest at a rate range from 0.141 – 1.656% is payable at February 15 and August 15 of each year. In part, these bonds were used to refund $169,785,000 of various bonds. As a result, the refunded bonds are considered to be defeased and the liability has been removed from the governmental activities column of the statement of net position. This advance refunding was undertaken to decrease the total debt service payments over the next twelve years by $23,299,523, and resulted in an economic gain of $21,399,770.

In August 2021, the County issued $175,510,000 in Limited Tax Notes. The bonds constitute direct obligations of the District, payable from ad valorem taxes levied upon all taxable property. Interest at a rate range from 4.0 - 5.0% is payable at February 15 and August 15 of each year.

In September 2021, the County legally defeased outstanding bonds totaling $21,815,000 by depositing approximately $24,770,000 in trust with a bond escrow agent. This resulted in an expected cash flow savings of approximately $13,555,261 over the life of the bonds.

The irrevocable trust account assets and liabilities for the defeased bonds are not included in the County's financial statements. On September 30, 2021, $250,870,000 of bonds considered defeased are still outstanding.

**Blended Component Unit – Avery Ranch Road District No. 1**

| Issue Date | Description | Maturity | Original Amount | Interest Rate | Coupon Date |
|---|---|---|---|---|---|
| 05/15/2016 | Unlimited Tax Refunding Bonds Series 2016 | 08/15/2022 | 2,895,000 | 2.0% | 2/15, 8/15 |
| 05/23/2019 | Unlimited Tax Refunding Bonds Series 2019 | 08/15/2025 | 3,550,000 | 3.0 - 4.0% | 2/15, 8/15 |

The bonds listed above were issued by Avery Ranch Road District, a blended component unit of Williamson County. The bonds constitute direct obligations of the Avery Ranch Road District payable from ad valorem taxes levied upon all taxable property located within the Road District.

**Blended Component Unit – Pearson Place Road District**

| Issue Date | Description | Maturity | Original Amount | Interest Rate | Coupon Date |
|---|---|---|---|---|---|
| 08/15/2016 | Unlimited Tax Road Bonds Series 2016 | 08/15/2041 | $ 5,315,000 | 2.0 - 4.0% | 2/15, 8/15 |

The bonds listed above were issued by Pearson Place Road District, a blended component unit of Williamson County. The bonds constitute direct obligations of the Pearson Place Road District payable from ad valorem taxes levied upon all taxable property located within the Road District.

**Blended Component Unit – Northwood Road District No. 1**

| Issue Date | Description | Maturity | Original Amount | Interest Rate | Coupon Date |
|---|---|---|---|---|---|
| 09/12/2017 | Unlimited Tax Road Bonds Series 2017 | 08/15/2042 | $ 8,520,000 | 2.0 - 4.0% | 2/15, 8/15 |
| 12/19/2018 | Unlimited Tax Road Bonds Series 2018 | 08/15/2043 | 2,345,000 | 4.0% | 2/15, 8/15 |

The bonds listed above were issued by Northwood Road District, a blended component unit of Williamson County. The bonds constitute direct obligations of the Northwood Road District payable from ad valorem taxes levied upon all taxable property located within the Road District.

**Blended Component Unit – Somerset Hills Road District No. 4**

| Issue Date | Description | Maturity | Original Amount | Interest Rate | Coupon Date |
|---|---|---|---|---|---|
| 09/29/2020 | Unlimited Tax Road Bonds Series 2020 | 08/15/2045 | $ 1,335,000 | 1.5 – 3.1% | 2/15, 8/15 |
| 09/29/2020 | Unlimited Tax Road Bonds Taxable Series 2020 | 08/15/2045 | 2,555,000 | 2.45 – 5.15% | 2/15, 8/15 |
| 09/14/2021 | Unlimited Tax Road Bonds, Series 2021 | 08/15/2046 | 2,045,000 | 1.45 – 3.00% | 2/15, 8/15 |
| 09/14/2021 | Unlimited Tax Road Bonds, Taxable Series 2021 | 08/15/2046 | 3,805,000 | 2.45 – 4.90% | 2/15, 8/15 |

The bonds listed above were issued by Somerset Hills Road District, a blended component unit of Williamson County. The bonds constitute direct obligations of the Somerset Hills Road District payable from ad valorem taxes levied upon all taxable property located within the Road District.

In September 2021, the District issued $2,045,000 in Unlimited Tax Road Bonds. The bonds constitute direct obligations of the District, payable from ad valorem taxes levied upon all taxable property located within the Road District. Interest at a rate of ranging from 1.45 – 3.00% is payable at February 15 and August 15 of each year.

In September 2021, the District issued $3,805,000 in Unlimited Tax Road Bonds Taxable. The bonds constitute direct obligations of the District, payable from ad valorem taxes levied upon all taxable property located within the Road District. Interest at a rate of ranging from 2.45 – 4.90% is payable at February 15 and August 15 of each year.

**Debt Service Requirement – All Bonds and Tax Anticipation Notes**
The debt service requirements to maturity on all bonds and tax anticipation notes are:

| Fiscal Years Ending September 30, | Principal | Interest | Total |
|---|---|---|---|
| 2022 | $ 89,610,000 | $ 38,713,102 | $ 128,323,102 |
| 2023 | 92,980,000 | 35,286,072 | 128,266,072 |
| 2024 | 96,395,000 | 31,649,615 | 128,044,615 |
| 2025 | 99,860,000 | 28,152,805 | 128,012,805 |
| 2026 | 102,665,000 | 24,655,959 | 127,320,959 |
| 2027-2031 | 342,925,000 | 82,443,318 | 425,368,318 |
| 2032-2036 | 205,330,000 | 35,911,106 | 241,241,106 |
| 2037-2041 | 106,790,000 | 9,752,935 | 116,542,935 |
| 2042-2046 | 7,695,000 | 433,567 | 8,128,567 |
| **Total** | $ 1,144,250,000 | $ 286,998,479 | $ 1,431,248,479 |

## Note 10. Tax Abatements

The County negotiates various forms of agreements for Economic Development purposes. The County has property tax rebates which are negotiated under The Texas Property Redevelopment and Tax Abatement Act, chapter 312, Tax Code, V.A.T.S. as amended. This act allows localities to abate property taxes for economic development purposes which include business relocation, retention and expansion. Property must be located within a reinvestment zone to be eligible for a tax abatement, and agreements are limited to ten (10) years in length. The abatement value can only be to the extent its value for that year exceeds its value for the year in which the agreement is executed. The County has an Abatement Recapture clause in all Tax Abatement Agreements in the event that the recipient does not fulfill the requirements of the agreement. The tax rebate program is for a period greater than ten years, and taxes paid are reimbursed back to the owner.

The county also participates in Tax Increment Financing agreements which are negotiated under The Tax Increment Financing Act, Chapter 311, Tax Code, V.A.T.S. as amended. These districts are created for public improvements to promote economic development in unproductive or underdeveloped areas. The property tax revenues over and above the base value established by the district is contributed to the Zone for a duration of 20 to 25 years and/or until the monetary cap per the agreement is reached.

The amount of taxes abated during the fiscal year for each of the programs are as follows:

| Program | Amount of Taxes Abated during the Fiscal Year |
|---|---|
| Tax Abatement Program | $ - |
| Tax Rebate Program | 186,590 |
| Tax Increment Financing Program | 4,017,100 |

The County has not made any commitments as part of the agreements other than to reduce taxes. The County is not subject to any tax abatement agreements entered into by other governmental entities.

## Note 11. Retirement Plan/Pensions

The County provides retirement, disability, and death benefits for all of its fulltime employees through a nontraditional defined benefit pension plan in the statewide Texas County and District Retirement System (TCDRS). The Board of Trustees of TCDRS is responsible for the administration of the statewide agent multiple-employer public employee retirement system consisting of approximately 738 nontraditional defined benefit pension plans. TCDRS, in the aggregate, issues a comprehensive annual financial report on a calendar year basis. The Comprehensive Annual Financial Report is available upon written request from the TCDRS Board of Trustees at P.O. Box 2034, Austin, Texas 78768-2034.

The plan provisions are adopted by the governing body of the employer, within the options available in the Texas state statutes governing TCDRS (TCDRS Act). Members can retire at ages 60 and above with eight or more years of service, with 30 years of service regardless of age, or when the sum of their age and years of service equals 75 or more.

Members are vested after eight years of service, but must leave their accumulated deposits in the plan to receive any employer-financed benefit. Members who withdraw their personal deposits in a lump sum are not entitled to any amounts contributed by their employer.

Benefit amounts are determined by the sum of the employee's contributions to the plan, with interest, and employer-financed monetary credits. The level of these monetary credits is adopted by the governing body of the employer within the actuarial constraints imposed by the TCDRS Act so that the resulting benefits can be expected to be adequately financed by the employer's commitment to contribute. At retirement, death, or disability, the benefit is calculated by converting the sum of the employee's accumulated deposits and the employer financed monetary credits to a monthly annuity using annuity purchase rates prescribed by the TCDRS Act.

*Contributions:* The County has elected the annually determined contribution rate (variable-rate) plan provisions of the TCDRS Act. The plan is funded by monthly contributions from both employee members and the employer based on the covered payroll of employee members. Under the TCDRS Act, the contribution rate of the employer is actuarially determined annually. The employer contributed using the actuarially determined rate of 14.53% for the months of the accounting year in 2020, and 14.55% for the months of the accounting year in 2021.

The deposit rate payable by the employee members for calendar year 2019 and 2020 is the rate of 7.0% as adopted by the governing body of the employer. The employee contribution rate and the employer contribution rate may be changed by the governing body of the employer within the options available in the TCDRS Act.

### Actuarial Assumptions

The Total Pension Liability in the December 31, 2020 actuarial valuation was determined using the following actuarial assumptions:

| | |
|---|---|
| Valuation date | December 31, 2020 |
| Actuarial cost method | Entry age normal |
| Amortization method | Level percentage of payroll<br>Expected Working Life |
| Asset valuation method | |
| Smoothing period | Five years |
| Recognition method | Non-asymptotic |
| Corridor | None |
| Inflation | 2.50% |
| Salary increase | 4.60% |
| Investment rate of return | 7.60% |
| Payroll growth | 3.00% |

### Discount Rate

The discount rate used to measure the total pension liability was 7.60%. This represents a 0.5% decrease from the 8.10% used in the previous year. The projection of cash flows used to determine the discount rate assumed that contributions from plan members and those of the contributing employers and the non-employer contributing entity are made at the statutorily required rates. Based on those assumptions, the pension plan's fiduciary net position was projected to be available to make all future benefit payments of current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability. The long-term rate of return on pension plan investments is 7.50%. The long-term expected rate of return on pension plan investments was determined using a building-block method in which best estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation.

Best estimates of geometric real rates of return for each major asset class included in the Systems target asset allocation as of December 31, 2020 are summarized below:

| Asset Class | Target Allocation | Geometric Real Rate of Return (Expected minus Inflation) |
|---|---|---|
| US Equities | 11.5% | 4.25% |
| Global Equities | 2.5% | 4.55% |
| International Equities-Developed | 5.0% | 4.25% |
| International Equities-Emerging | 6.0% | 4.75% |
| Investment-Grade Bonds | 3.0% | -0.85% |
| Strategic Credit | 9.0% | 2.11% |
| Direct Lending | 16.0% | 6.70% |
| Distressed Debt | 4.0% | 5.70% |
| REIT Equities | 2.0% | 3.45% |
| Master Limited Partnerships | 2.0% | 5.10% |
| Private Real Estate Partnerships | 6.0% | 4.90% |
| Private Real Estate Partnerships | 25.0% | 7.25% |
| Hedge Funds | 6.0% | 1.85% |
| Cash Equivalents | 2.0% | -0.07% |
| **Total** | 100.0% | |

**Discount Rate Sensitivity Analysis**

The following schedule shows the impact of the Net Pension Liability if the discount rate used was 1% less than and 1% greater than the discount rate that was used (8.10%) in measuring the net pension liability at December 31, 2020:

| | 1% Decrease in Discount Rate (6.60%) | Discount Rate (7.60%) | 1% Increase in Discount Rate (8.60%) |
|---|---|---|---|
| Total pension liability | $ 663,051,653 | $ 578,806,166 | $ 509,077,541 |
| Fiduciary net pension | 520,652,278 | 520,652,278 | 520,652,278 |
| **Net pension liability** | $ 142,399,375 | $ 58,153,888 | $ (11,574,737) |

**Pension Plan Fiduciary Net Position**

Detailed information about the pension plan's Fiduciary Net Position is available in a separately issued TCDRS financial report. That report may be obtained at www.tcdrs.com.

**Net Pension Liability, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions**

The below schedule presents the changes in the Net Pension Liability as of December 31, 2020:

| | Increase (Decrease) | | |
|---|---|---|---|
| | Total Pension Liability (a) | Plan Fiduciary Net Position (b) | Net Pension Liability (a) - (b) |
| Balance at December 31, 2019 | $ 523,704,599 | $ 468,085,050 | $ 55,619,549 |
| Changes for the year: | | | |
| Service cost | 17,340,537 | - | 17,340,537 |
| Interest on total pension liability[1] | 42,977,885 | - | 42,977,885 |
| Effect of plan changes[2] | (22,228,818) | - | (22,228,818) |
| Effect of economic/demographic gains or losses | 2,134,894 | - | 2,134,894 |
| Effect of assumptions changes or inputs | 36,200,136 | - | 36,200,136 |
| Refund of contributions | (1,457,985) | (1,457,985) | - |
| Benefit payments | (19,865,082) | (19,865,082) | - |
| Administrative expenses | - | (380,970) | 380,970 |
| Member contributions | - | 8,385,270 | (8,385,270) |
| Net investment income | - | 48,365,330 | (48,365,330) |
| Employer contributions | - | 17,343,898 | (17,343,898) |
| Other[3] | - | 176,767 | (176,767) |
| **Balance at December 31, 2020** | $ 578,806,166 | $ 520,652,278 | $ 58,153,888 |

(1) Reflects the change in liability due to the time value of money. TCDRS does not charge fees or interest

(2) Reflects decrease in substantively automatic COLA valued.

(3) Relates to allocation of system-wide items.

At September 30, 2021, the County reported pension income of $2,340,968 related to the December 31, 2020 valuation. The breakdown of the components of pension expense/(income) is as follows:

| | January 1, 2020 to December 31, 2021 |
|---|---|
| Service cost | $ 17,340,536 |
| Interest on total pension liability [1] | 42,977,885 |
| Effect of plan changes | (22,228,818) |
| Administrative expenses | 380,970 |
| Member contributions | (8,385,269) |
| Expected investment return net of investments expenses | (38,081,753) |
| Recognition of deferred inflows/outflows of resources | |
| Recognition of economic/demographic gains or losses | 1,232,627 |
| Recognition of assumption changes or inputs | 9,189,087 |
| Recognition of investment gains or losses | (4,589,466) |
| Other [2] | (176,767) |
| **Pension expense / (income)** | $ (2,340,968) |

(1) Reflects the change in the liability due to the time value of money.
TCDRS does not charge fees or interest.

(2) Relates to allocation of system-wide items.

The County reported deferred outflows of resources related to the pension from the following sources:

| | Deferred Outflows of Resources | Deferred Inflows of Resources |
|---|---|---|
| Differences between expected and actual economic experience | $ 2,626,876 | $ (781,967) |
| Changes in actuarial assumptions | 27,289,155 | - |
| Difference between projected and actual investment earnings | - | (16,424,032) |
| Contributions subsequent to the measurement date | 12,002,682 | - |
| **Total** | $ 41,918,713 | $ (17,205,999) |

Deferred outflows of resources related to pensions resulting from contributions subsequent to the measurement date of $12,002,682 will be recognized as a reduction of the net pension liability for the measurement year ending December 31, 2021 (i.e., recognized in the County's financial statements September 30, 2022). Other amounts reported as deferred outflows and inflows of resources related to pensions will be recognized in pension expense as follows:

| Year Ended December 31, | Pension Expense Amount |
|---|---|
| 2021 | $ 4,698,955 |
| 2022 | 8,847,464 |
| 2023 | 1,120,330 |
| 2024 | (2,056,716) |
| **Total** | $ 12,610,033 |

## Note 12. Postemployment Benefits Other Than Pensions (OPEB)

*Plan Description and Benefits Provided*. In addition to the pension benefits described in the previous note, the Commissioners Court established a medical insurance benefit plan for retirees. The County administers this single-employer defined benefit medical plan (the Retiree Medical Plan). The Retiree Medical Plan does not issue a publicly available financial report. Eligible retirees will be provided medical insurance benefits at a set premium rate based on County service at the time of retirement. Dental insurance benefits for retirees have a set premium rate that closely approximates the County employees' rate. Eligible retirees may also cover their eligible dependents. Retirees are responsible for paying the premiums. A retiree is defined as someone who is receiving lifetime monthly Texas County and District retirement pension benefit payments and who retired directly from active employment with Williamson County. The County will stop insurance coverage on the retiree and dependent on the last day of the month when one of the following occurs:

1. The retiree reaches age 65; or
2. The retiree fails to submit the required set premium rate.

No assets are accumulated in a trust that meets the criteria in paragraph 4 of GASB Statement No. 75.

*Employees covered by benefit terms*. The following employees were covered by the benefit terms as of October 1, 2020.

| Number of Members | |
|---|---|
| Actives | 1,472 |
| Retired members | 119 |
| Covered spouses of retirees | 53 |
| **Total** | 1,644 |

**Total OPEB Liability**

The County's total OPEB liability of $61,086,970 was measured as of September 30, 2021, and was determined by an actuarial valuation as of October 1, 2020.

*Actuarial assumptions and other inputs*: The total OPEB liability in the September 30, 2021 actuarial valuation was determined using the following actuarial assumptions and other inputs, applied to all periods included in the measurement, unless otherwise specified:

| | |
|---|---|
| Actuarial cost method | Entry age normal |
| Inflation | 2.20% |
| Salary increases | 3.25% |
| Discount rate | October 1, 2020: 2.21%<br>September 30, 2021: 2.26% |
| Healthcare cost trend tates | 4.6% for 2020, gradually decreasing to an ultimate rate of 3.7% for 2073 and beyond. |
| Retiree premium increases | Same as Health cost trend above |
| Mortality | Pub-2010 Mortality (headcount weighted) for Employees, Healthy Annuitants, Disabled Annuitants, and Contingent Annuitants projected |

**Changes in the Total OPEB Liability**

| Changes in Total OPEB Liability | Increase (Decrease) Total OPEB Liability |
|---|---|
| Balance at September 30, 2020 | $ 59,226,881 |
| Changes for the year | |
| Service cost | 3,986,030 |
| Interest on total OPEB liability | 1,368,014 |
| Effect of economic/demographic gains or (losses) | (614,167) |
| Effect of assumptions, changes, or inputs | (241,718) |
| Benefit payments | (2,638,070) |
| **Balance at September 30, 2021** | $ 61,086,970 |

*Changes of assumptions*. Changes of assumptions and other inputs reflect the effects of changes in the discount rate for each period. In fiscal year 2021, amounts reflect an increase in the discount rate from the beginning of the year from 2.21% to 2.26%.

*Sensitivity of the total OPEB liability to changes in the discount rate and healthcare cost trend rates.* The following presents the total OPEB liability of the County, calculated using the discount rate of 2.26%, as well as what the County's total OPEB liability would be if it were calculated using a discount rate that is 1 percentage point lower (2.26%) or 1 percentage point higher (3.26%) than the current rate.

| | 1% Decrease (1.26%) | Discount Rate (2.26%) | Increase (3.26%) |
|---|---|---|---|
| Total OPEB liability | $ 66,396,167 | $ 61,086,970 | $ 56,119,856 |

The following presents the total OPEB liability of the County, calculated using the current healthcare cost trend rates as well as what the County's total OPEB liability would be if it were calculated using trend rates that are 1 percentage point lower or 1 percentage point higher than the current trend rates:

| | 1% Decrease | Current Trend Rate | 1% Increase |
|---|---|---|---|
| Total OPEB liability | $ 53,382,788 | $ 61,086,970 | $ 70,371,344 |

**OPEB Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to OPEB**

| OPEB Expense | October 1, 2020 to September 30, 2021 |
|---|---|
| Service cost | $ 3,986,030 |
| Interest on total OPEB liability | 1,368,014 |
| Effect of plan changes | - |
| Recognition of deferred inflows/ outflows of resources | |
| Recognition of economic/demographic gains or losses | (470,386) |
| Recognition of assumption changes or inputs | 245,028 |
| **OPEB expense** | $ 5,128,686 |

As of September 30, 2021, the deferred inflows and outflows of resources are as follows:

| Deferred Inflows/Outflows of Resources | Deferred Outflows of Resources | Deferred Inflows of Resources |
|---|---|---|
| Differences between expected and actual experience | $ - | $ (1,903,961) |
| Changes of assumptions | 3,369,871 | (2,100,095) |
| **Total** | $ 3,369,871 | $ (4,004,056) |

Amounts currently reported as deferred outflows of resources and deferred inflows of resources related to other postemployment benefits will be recognized in OPEB expense as follows:

| Years Ended September 30, | |
|---|---|
| 2021 | $ (225,358) |
| 2022 | (225,358) |
| 2023 | (14,642) |
| 2024 | 75,713 |
| 2025 | (122,269) |
| Thereafter | (122,271) |
| | $ (634,185) |

## Note 13. Employee Benefits Plan

The County provides group medical benefits to its employees on a self-funded basis. Stop-loss coverage is provided by an insurance company and an independent company serves as Claim Administrator.

All full-time County employees (regularly scheduled to work at least 30 hours per week) are eligible for coverage under the Plan. Employees can enroll for personal coverage and dependent coverage.

A reconciliation of claims liabilities is shown below.

| | 2021 | 2020 |
|---|---|---|
| Claims liabilities at October 1 | $ 1,574,409 | $ 1,721,496 |
| Incurred claims | 17,720,860 | 17,818,082 |
| Payments on claims | (17,988,891) | (17,965,169) |
| **Claims liabilities at September 30** | $ 1,306,378 | $ 1,574,409 |

All claim liabilities are due within one year.

## Note 14. Risk Management

The County is exposed to various risks of loss related to torts; theft of, damage to and destruction of assets; errors and omissions; and natural disasters. The County provides for the management of risks through a combination of self-insurance and traditional insurance. The amount of settlements exceeded legal insurance coverage for the fiscal year ended September 30, 2021. Information on this lawsuit settlement can be found in note 15.

## Note 15. Commitments and Contingencies

**Litigation**
The County is the defendant in a number of lawsuits arising principally in the normal course of operations.

On October 25, 2020, a suit was filed against Williamson County by Javier Ambler, Sr., and Maritza Ambler, individually and on behalf of survivors of Javier Ambler, II. The suit claimed and asserted that Williamson County Sheriff Office deputies used excessive and deadly force in violation of the Fourth Amendment United States Constitution in relation to the plaintiff's son, Javier Ambler, Jr. On December 14, 2021, the Williamson County Commissioners Court approved a settlement of the case in an amount of $5,000,000 to be paid to the plaintiffs in exchange for a full and final release of Williamson County. The County's law enforcement insurance defense carrier paid $3,362,740 of the settlement and Williamson County paid the remaining $1,637,260. This liability is reported in the general fund as of September 30, 2021.

In the opinion of management, no other lawsuit outcomes will have a material adverse effect on the accompanying combined financial statements.

**State and Federal Grant Programs**

The County participates in numerous state and federal grant programs, which are governed by various rules and regulations of the grantor agencies. Costs charged to the respective grant programs are subject to audit and adjustment by the grantor agencies; therefore, to the extent that the County has not complied with the rules and regulations governing the grants, refunds of any money received may be required and the collectability of any related receivable at September 30, 2021, may be impaired. In the opinion of the County, there are no significant contingent liabilities relating to compliance with the rules and regulations governing the respective grants; therefore, no provision has been recorded in the accompanying basic financial statements for such contingencies.

**Williamson County Floodplain Mapping Project**

In 2021, the County was awarded Commitment No. G1001290, TWDB Project 40046, from the Texas Water Development Board (TWDB) in the form of a grant for the planning and designing of the Williamson County Atlas 14 Floodplain Mapping project. TWDB determined the County qualified for financial assistance not to exceed approximately $4,600,000. The grant funds were placed in a trust account under the name of the County, but the TWDB holds the rights to those funds and the funds are only disbursed to the County as funds are expensed. In accordance with Exhibit F – Escrow Agreement of the Grant Agreement, the proceeds received by the Escrow Agent under this Agreement shall not be considered a banking deposit of the County, and the Escrow Agent shall have no right to title with respect thereto except as Escrow Agent under the terms of this Agreement. The County spent approximately $414,000 of the grant funds in the current year leaving a grant balance of approximately $4,186,000.

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# Required Supplementary Information

# Williamson County, Texas

## Required Supplementary Information
## Texas County District Retirement System
## Schedule of Changes in the
## Employer's Net Pension Liability and the Related Ratios (Unaudited)

| | 2020 | 2019 | 2018 | 2017 | 2016 | 2015 | 2014 |
|---|---|---|---|---|---|---|---|
| Total pension liability | | | | | | | |
| Service cost | $ 17,340,537 | $ 16,701,139 | $ 15,804,355 | $ 15,642,518 | $ 17,893,905 | $ 14,815,355 | $ 13,778,283 |
| Interest (on the total pension liability) | 42,977,885 | 39,917,510 | 35,689,583 | 32,877,469 | 31,852,375 | 29,475,312 | 24,866,979 |
| Effect of plan changes | (22,228,818) | (828,893) | 19,646,793 | - | (67,208,224) | 47,337,431 | 2,458,015 |
| Effect of assumption changes or inputs | 36,200,136 | - | - | 695,266 | - | 3,538,388 | - |
| Effect of economic/demographic (gains) or losses | 2,134,894 | 1,449,535 | (1,954,916) | 779,921 | 3,219,976 | 1,861,263 | 1,438,400 |
| Benefit payments/refunds of contributions | (21,323,067) | (18,916,362) | (16,894,915) | (14,039,792) | (11,847,243) | (10,769,887) | (9,052,920) |
| Net change in total pension liability | 55,101,567 | 38,322,929 | 52,290,900 | 35,955,382 | (26,089,211) | 86,257,862 | 33,488,757 |
| Total pension liability, beginning of year | 523,704,598 | 485,381,669 | 433,090,769 | 397,135,387 | 423,224,598 | 336,966,736 | 303,477,979 |
| **Total pension liability, end of year (a)** | $ 578,806,165 | $ 523,704,598 | $ 485,381,669 | $ 433,090,769 | $ 397,135,387 | $ 423,224,598 | $ 336,966,736 |
| Plan fiduciary net position | | | | | | | |
| Contributions, employer | $ 17,343,898 | $ 15,546,654 | $ 14,528,673 | $ 13,511,821 | $ 12,287,219 | $ 11,916,442 | $ 11,388,189 |
| Contributions, employee | 8,385,269 | 7,756,710 | 7,295,607 | 7,104,756 | 6,714,329 | 6,511,719 | 6,237,665 |
| Investment income net of investment expenses | 48,365,330 | 65,423,385 | (7,416,183) | 50,358,395 | 23,228,879 | (5,233,124) | 18,970,796 |
| Benefit payments/refunds of contributions | (21,323,067) | (18,916,362) | (16,894,915) | (14,039,792) | (11,847,242) | (10,769,887) | (9,052,920) |
| Administrative expense | (380,970) | (356,698) | (320,009) | (266,702) | (252,419) | (224,964) | (229,176) |
| Other | 176,767 | 215,406 | 186,405 | 90,122 | 1,080,637 | 133,570 | 136,544 |
| Net change in plan fiduciary net position | 52,567,227 | 69,669,095 | (2,620,422) | 56,758,600 | 31,211,403 | 2,333,756 | 27,451,098 |
| Plan fiduciary net position, beginning of year | 468,085,050 | 398,415,955 | 401,036,377 | 344,277,777 | 313,066,374 | 310,732,618 | 283,281,520 |
| **Plan fiduciary net position, end of year (b)** | $ 520,652,277 | $ 468,085,050 | $ 398,415,955 | $ 401,036,377 | $ 344,277,777 | $ 313,066,374 | $ 310,732,618 |
| Net pension liability, end of year (a) - (b) | $ 58,153,888 | $ 55,619,548 | $ 86,965,714 | $ 32,054,392 | $ 52,857,610 | $ 110,158,224 | $ 26,234,118 |
| Plan fiduciary net position as a percentage of total pension liability | 89.95% | 89.38% | 82.08% | 92.60% | 86.69% | 73.97% | 92.21% |
| Covered payroll | $ 119,366,200 | $ 110,810,137 | $ 104,222,950 | $ 101,060,813 | $ 95,918,992 | $ 93,024,552 | $ 89,109,498 |
| Net pension liability as a percentage of covered payroll | 48.72% | 50.19% | 83.44% | 31.72% | 55.11% | 118.42% | 29.44% |

**Notes to Schedule:**

As of December 31 - measurement date

Benefit changes. There were no changes of benefit terms that affected measurement of the total pension liability during the measurement period.

Changes of assumptions. Effective with the 2015 calendar year, employer contributions reflect that a 60% CPI COLA was adopted. Effective in the 2017 calendar year, new mortality rate assumptions were adopted, and new Annuity Purchase Rates were reflected for benefits earned after 2017.

Only seven years of data are presented in accordance with GASB 68, Paragraph 138. "The information for all periods for the 10-year schedules that are required to be presented as required supplementary information may not be available initially. In these cases, during the transition period, that information should be presented for as many years as are available. The schedules should not include information that is not measured in accordance with the requirements of this Statement.

# Williamson County, Texas

## Required Supplementary Information
## Texas County District Retirement System
## Schedule of Employer Contributions (Unaudited)

| | Year Ended September 30, | | | | | | |
|---|---|---|---|---|---|---|---|
| | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 |
| Actuarially determined contribution | $ 11,388,190 | $ 11,916,442 | $ 11,989,874 | $ 13,511,821 | $ 14,528,673 | $ 15,545,612 | $ 17,343,898 |
| Contributions in relation to the actuarially determined contribution | 11,764,549 | 12,620,147 | 13,253,738 | 14,220,775 | 15,356,663 | 16,372,146 | 16,740,244 |
| **Contribution deficiency (excess)** | $ (376,359) | $ (703,705) | $ (1,263,864) | $ (708,954) | $ (827,990) | $ (826,534) | $ 603,654 |
| Covered payroll | $ 91,896,896 | $ 98,517,933 | $ 100,107,812 | $ 103,007,285 | $ 109,619,505 | $ 113,596,569 | $ 115,098,045 |
| Contributions as a percentage of covered payroll | 12.8% | 12.8% | 13.2% | 13.8% | 14.0% | 14.4% | 14.5% |

**Notes to Schedule:**

Actuarially determined contribution rates noted above are calculated each December 31, two years prior to the end of the fiscal year in which contributions are reported.

Methods and assumptions used to determine contribution rates:

| | |
|---|---|
| Actuarial cost method | Entry age |
| Amortization method | Level percentage of payroll, closed |
| Remaining amortization period | 20.0 years |
| Asset valuation method | Five year smoothed market |
| Inflation | 2.50% |
| Salary increases | Variance by age and service. 4.6% over career including inflation. |
| Investment rate of return | 7.50%, net of administrative and investment expenses, including inflation |
| Retirement age | Members who are eligible for service retirement are assumed to commence receiving benefit payments based on age. The average age at service retirement for recent retirees is 61. |
| Mortality | 130% of the RP-2014 Healthy Annuitant Mortality Table for males and 110% of the RP-2014 Healthy Annuitant Mortality Table for females, both projected with 110% of the MP-2014 Ultimate scale after 2014.. |
| Changes in Assumptions and Methods Reflected in the Schedule of Employer Contributions* | 2015: New Inflation, mortality and other assumptions were reflected.<br>2017: New mortality assumptions were reflected.<br>2019: New inflation, mortality and other assumptions were reflected. |
| Changes in Plan Provisions Reflected in the Schedule of Employer Contributions* | 2015: Employer contributions reflect that a 60% CPI COLA was adopted.<br>2016: Employer contributions reflect that a 60% CPI COLA was adopted.<br>2017: New Annuity Purchase Rates were reflected for benefits earned after 2017.<br>2019: Employer Contributions reflect that a 1% COLA was adopted. |

Only seven years of data are presented in accordance with GASB 68, Paragraph 138. "The information for all periods for the ten year schedules that are required to be presented as required supplementary information may not be available initially. In these cases, during the transition period, that information should be presented for as many years as are available. The schedules should not include information that is not measured in accordance with the requirements of this Statement.

# Williamson County, Texas

## Required Supplementary Information
## Schedule of Changes in the County's
## Net OPEB Liability and the Related Ratios (Unaudited)

| | Year Ended September 30, 2021 | Year Ended September 30, 2020 | Year Ended September 30, 2019 | Year Ended September 30, 2018 | Year Ended September 30, 2017 |
|---|---|---|---|---|---|
| Total OPEB liability | | | | | |
| Service cost | $ 3,986,030 | $ 3,778,921 | $ 3,271,064 | $ 3,471,046 | $ 3,715,246 |
| Interest (on the total OPEB liability) | 1,368,014 | 1,544,353 | 2,158,752 | 1,851,146 | 1,531,390 |
| Effect of plan changes | - | - | - | - | - |
| Effect of assumption changes or inputs | (241,718) | 800,688 | (2,525,476) | (2,364,153) | (2,511,244) |
| Effect of economic/demographic (gains) or losses | (614,167) | - | 5,243,963 | - | - |
| Benefit payments | (2,638,070) | (2,337,806) | (2,140,703) | (1,802,933) | (1,628,296) |
| Net change in total OPEB liability | 1,860,089 | 3,786,156 | 6,007,600 | 1,155,106 | 1,107,096 |
| Total OPEB liability, beginning of year | 59,226,881 | 55,440,725 | 49,433,125 | 48,278,019 | 47,170,923 |
| **Total OPEB liability, end of year** | $ 61,086,970 | $ 59,226,881 | $ 55,440,725 | $ 49,433,125 | $ 48,278,019 |
| Covered payroll | $ 85,921,751 | $ 79,095,836 | $ 76,606,137 | $ 101,003,000 | $ 96,932,000 |
| Net pension liability as a percentage of covered payroll | 71.10% | 74.88% | 72.37% | 48.94% | 49.81% |

**Notes to Schedule:**

As of September 30 - measurement date

Changes of assumptions. Changes of assumptions and other inputs reflect the effects of changes in the discount rate each period. Amounts reflect the changes in the discount rate from the beginning of the year of the following fiscal years:

2018: 3.64% to 4.18%
2019: 4.18% to 2.66%
2020: 2.66% to 2.21%
2021: 2.21% to 2.26%

Only five years of data are presented in accordance with GASB 75, as the information for all periods for the ten year schedules that are required to be presented as required supplementary information may not be available initially. In these cases, during the transition period, information is presented for as many years as are available. The schedules do not include information that is not measured in accordance with the requirements of GASB 75.

# Combining and Individual Fund Statements and Schedules

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## Williamson County, Texas

Schedule of Revenues – Budget and Actual
General Fund
For the Fiscal Year Ended September 30, 2021

| | Budgeted Amounts | | Actual | Variance Positive |
|---|---|---|---|---|
| | Original | Final | Amounts | (Negative) |
| Revenues | | | | |
| Taxes | | | | |
| Ad valorem taxes | $ 179,181,689 | 179,181,689 | $ 184,599,247 | $ 5,417,558 |
| Penalty and interest | 840,000 | 840,000 | 1,137,405 | 297,405 |
| Other taxes | 857,000 | 857,000 | 2,066,209 | 1,209,209 |
| Total taxes | 180,878,689 | 180,878,689 | 187,802,861 | 6,924,172 |
| Fees of office | | | | |
| County sheriff | 157,672 | 157,672 | 203,512 | 45,840 |
| County clerk | 4,071,900 | 4,071,900 | 6,558,667 | 2,486,767 |
| Tax assessor/collector | 8,000,000 | 8,002,500 | 8,140,096 | 137,596 |
| District clerk | 488,900 | 488,900 | 575,289 | 86,389 |
| Justice of the peace, precinct 1 | 47,670 | 47,670 | 67,688 | 20,018 |
| Justice of the peace, precinct 2 | 54,440 | 54,440 | 83,330 | 28,890 |
| Justice of the peace, precinct 3 | 84,820 | 84,820 | 140,256 | 55,436 |
| Justice of the peace, precinct 4 | 42,380 | 42,380 | 57,826 | 15,446 |
| Constable, precinct 1 | 68,700 | 68,700 | 91,690 | 22,990 |
| Constable, precinct 2 | 132,950 | 132,950 | 133,854 | 904 |
| Constable, precinct 3 | 226,940 | 226,940 | 302,607 | 75,667 |
| Constable, precinct 4 | 145,950 | 145,950 | 128,786 | (17,164) |
| County attorney | 11,000 | 11,000 | 13,201 | 2,201 |
| Other | 393,150 | 393,150 | 454,487 | 61,337 |
| Total fees of office | 13,926,472 | 13,928,972 | 16,951,289 | 3,022,317 |
| Fines and forfeitures | | | | |
| County clerk | 436,140 | 436,140 | 214,659 | (221,481) |
| District clerk | 238,750 | 238,750 | 196,561 | (42,189) |
| Justice of the peace | - | - | | - |
| Justice of the peace, precinct 1 | 191,260 | 191,260 | 150,869 | (40,391) |
| Justice of the peace, precinct 2 | 46,420 | 46,420 | 111,473 | 65,053 |
| Justice of the peace, precinct 3 | 668,990 | 668,990 | 880,363 | 211,373 |
| Justice of the peace, precinct 4 | 23,920 | 23,920 | 47,215 | 23,295 |
| Total fines and forfeitures | 1,605,480 | 1,605,480 | 1,601,140 | (4,340) |
| Charges for services | | | | |
| Emergency medical service | 8,974,000 | 8,974,000 | 8,601,138 | (372,862) |
| County sheriff | - | - | 183,126 | 183,126 |
| Constables | - | - | 20,068 | 20,068 |
| Parks | 567,390 | 567,390 | 650,488 | 83,098 |
| Other | 4,528,400 | 4,528,400 | 6,646,181 | 2,117,781 |
| Total charges for services | 14,069,790 | 14,069,790 | 16,101,001 | 2,031,211 |
| Intergovernmental | | | | |
| Federal payments in lieu of taxes | 72,000 | 72,000 | 66,583 | (5,417) |
| State shared | 2,563,749 | 2,663,249 | 2,465,098 | (198,151) |
| Total intergovernmental | 2,635,749 | 2,735,249 | 2,531,681 | (203,568) |
| Investment income and other | | | | |
| Investment income | 2,225,000 | 2,225,000 | 656,953 | (1,568,047) |
| Other | 195,500 | 1,815,689 | 2,460,088 | 644,399 |
| Total investment income and other | 2,420,500 | 4,040,689 | 3,117,041 | (923,648) |
| **Total revenues** | $ 215,536,680 | $ 217,258,869 | $ 228,105,013 | $ 10,846,144 |

## Williamson County, Texas

Schedule of Expenditures – Budget and Actual
General Fund
For the Fiscal Year Ended September 30, 2021

| | Budgeted Amounts | | Actual | Variance Positive |
|---|---|---|---|---|
| | Original | Final | Amounts | (Negative) |
| Expenditures | | | | |
| General government | | | | |
| County judge | $ 547,789 | $ 498,677 | $ 449,600 | $ 49,077 |
| Commissioners court | 801,273 | 809,319 | 662,476 | 146,843 |
| Commissioners, precinct 1 | 320,772 | 320,770 | 312,988 | 7,782 |
| Commissioners, precinct 2 | 332,866 | 332,866 | 321,592 | 11,274 |
| Commissioners, precinct 3 | 315,058 | 315,058 | 307,627 | 7,431 |
| Commissioners, precinct 4 | 306,140 | 306,140 | 296,393 | 9,747 |
| County clerk | 867,234 | 837,656 | 774,415 | 63,241 |
| Non-departmental | 10,418,171 | 10,880,222 | 10,880,211 | 11 |
| County auditor | 2,934,597 | 2,932,456 | 2,810,242 | 122,214 |
| County treasurer | 622,781 | 622,781 | 578,348 | 44,433 |
| Budget office | 404,630 | 408,050 | 402,919 | 5,131 |
| Tax assessor/collector | 4,447,712 | 4,449,336 | 4,146,859 | 302,477 |
| Infrastructure department | 331,178 | 322,987 | 310,882 | 12,105 |
| Office buildings | 11,794,030 | 11,802,092 | 10,543,471 | 1,258,621 |
| Information technology services | 11,827,101 | 11,941,939 | 10,346,380 | 1,595,559 |
| Human resources | 1,218,928 | 1,221,111 | 1,160,718 | 60,393 |
| General elections | 2,278,815 | 2,280,521 | 1,783,073 | 497,448 |
| Purchasing | 966,550 | 978,330 | 936,059 | 42,271 |
| Total general government | 50,735,625 | 51,260,311 | 47,024,253 | 4,236,058 |
| Public safety | | | | |
| Constable, precinct 1 | 1,361,535 | 1,375,390 | 1,310,358 | 65,032 |
| Constable, precinct 2 | 1,500,568 | 1,519,224 | 1,379,542 | 139,682 |
| Constable, precinct 3 | 1,569,275 | 1,586,160 | 1,496,598 | 89,562 |
| Constable, precinct 4 | 1,464,686 | 1,474,738 | 1,445,834 | 28,904 |
| County sheriff | 25,859,515 | 26,107,930 | 23,979,201 | 2,128,729 |
| Department of public safety | 135,139 | 136,133 | 136,133 | - |
| Jail and law enforcement | 27,008,377 | 27,057,708 | 25,233,905 | 1,823,803 |
| Juvenile services | 11,958,311 | 12,005,454 | 10,391,782 | 1,613,672 |
| Adult probation | 328,044 | 177,965 | 145,895 | 32,070 |
| Emergency services | 1,095,376 | 610,180 | 503,757 | 106,423 |
| Emergency medical services | 18,072,867 | 18,490,847 | 18,250,564 | 240,283 |
| Emergency management | 542,486 | 561,283 | 518,750 | 42,533 |
| Fire Marshall Spec Ops/ Haz-Mat | 695,373 | 694,630 | 601,708 | 92,922 |
| Emergency 911 communications | 7,937,277 | 7,966,915 | 6,463,714 | 1,503,201 |
| Mobile outreach team | 852,714 | 873,807 | 822,910 | 50,897 |
| Wireless communication | 400,506 | 426,980 | 414,281 | 12,699 |
| Total public safety | 100,782,049 | 101,065,344 | 93,094,932 | 7,970,412 |
| Judicial | | | | |
| County courts-at-law | 1,998,000 | 1,998,000 | 972,577 | 1,025,423 |
| County court-at-law #1 | 511,441 | 520,711 | 474,366 | 46,345 |
| County court-at-law #2 | 539,766 | 539,766 | 523,272 | 16,494 |
| County court-at-law #3 | 530,176 | 530,176 | 518,992 | 11,184 |
| County court-at-law #4 | 670,440 | 670,440 | 655,975 | 14,465 |
| District courts | 3,595,795 | 3,627,735 | 2,140,667 | 1,487,068 |
| 26th Judicial court | 302,518 | 302,284 | 293,706 | 8,578 |
| 277th Judicial court | 314,013 | 314,013 | 302,555 | 11,458 |
| 368th Judicial court | 295,823 | 295,823 | 288,221 | 7,602 |
| 395th Judicial court | 310,569 | 326,772 | 288,616 | 38,156 |
| 425th Judicial court | 300,744 | 300,744 | 288,618 | 12,126 |
| District attorney | 4,965,788 | 4,993,441 | 4,869,606 | 123,835 |
| District clerk | 2,396,270 | 2,394,612 | 2,183,322 | 211,290 |
| Justice court, precinct 1 | 1,040,755 | 1,204,076 | 1,081,773 | 122,303 |
| Justice court, precinct 2 | 1,275,114 | 1,426,895 | 1,327,155 | 99,740 |
| Justice court, precinct 3 | 1,486,566 | 1,525,886 | 1,451,059 | 74,827 |
| Justice court, precinct 4 | 1,378,880 | 1,706,337 | 1,490,784 | 215,553 |

## Williamson County, Texas

Schedule of Expenditures – Budget and Actual
General Fund – Continued
For the Fiscal Year Ended September 30, 2021

| | Budgeted Amounts | | Actual | Variance Positive |
|---|---|---|---|---|
| | Original | Final | Amounts | (Negative) |
| Expenditures (Continued) | | | | |
| Judicial (Continued) | | | | |
| County attorney | $ 5,682,419 | $ 5,773,374 | $ 5,565,212 | $ 208,162 |
| County clerk | 1,381,632 | 1,410,424 | 1,347,639 | 62,785 |
| Magistrate office | 585,779 | 612,383 | 596,576 | 15,807 |
| Pre-trial Office | 1,261,735 | 1,378,808 | 960,022 | 418,786 |
| Total judicial | 30,824,224 | 31,852,700 | 27,620,713 | 4,231,987 |
| Community services | | | | |
| Veterans service | 397,441 | 404,865 | 392,075 | 12,790 |
| Health department | 8,771,511 | 8,771,511 | 6,043,442 | 2,728,069 |
| Agricultural extension service | 341,978 | 343,894 | 318,223 | 25,671 |
| Parks department | 3,227,641 | 3,260,028 | 2,964,827 | 295,201 |
| Public welfare | 2,107,753 | 2,107,753 | 2,050,774 | 56,979 |
| Child welfare | 102,250 | 102,250 | 73,795 | 28,455 |
| WC historical commission | 1,755 | 1,755 | 1,730 | 25 |
| Onsite sewer services | 837,731 | 843,213 | 800,249 | 42,964 |
| Total community services | 15,788,059 | 15,835,268 | 12,645,115 | 3,190,153 |
| Capital outlay | 5,094,697 | 4,160,058 | 3,371,850 | 788,208 |
| **Total expenditures** | $ 203,224,654 | $ 204,173,680 | $ 183,756,863 | $ 20,416,818 |

## Williamson County, Texas

Schedule of Revenues, Expenditures, and
Changes in Fund Balance – Budget and Actual
Debt Service Fund
For the Fiscal Year Ended September 30, 2021

| | Final | Actual | Variance Positive (Negative) |
|---|---|---|---|
| **REVENUES** | | | |
| Taxes | $ 119,201,124 | 122,922,595 | $ 3,721,471 |
| Intergovernmental | 113,253 | 122,627 | 9,374 |
| Investment earnings | 150,000 | 38,555 | (111,445) |
| Total revenues | 119,464,377 | 123,083,777 | 3,619,400 |
| **EXPENDITURES** | | | |
| Debt service | | | |
| Principal | 57,354,956 | 57,354,956 | - |
| Interest and other charges | 41,817,245 | 40,067,954 | 1,749,291 |
| Payment to bond escrow agent | 24,772,451 | 24,772,451 | - |
| Bond issuance fees | 1,601,849 | 1,600,521 | 1,328 |
| Total expenditures | 125,546,501 | 123,795,882 | 1,750,619 |
| Excess (deficiency) of revenues over expenditures | (6,082,124) | (712,105) | 5,370,019 |
| **OTHER FINANCING SOURCES (USES)** | | | |
| Issuance of long-term debt | 193,430,000 | 193,434,470 | (4,470) |
| Payment to bond escrow agent | (196,163,891) | (196,163,891) | - |
| Premium on issuance of long-term debt | 1,434,477 | 1,434,477 | - |
| Transfers in | 9,682,322 | 761,700 | (8,920,622) |
| Total other financing sources (uses) | 8,382,908 | (533,244) | (8,916,152) |
| Net change in fund balance | 2,300,784 | (1,245,349) | (3,546,133) |
| **FUND BALANCE, beginning** | 8,846,846 | 8,846,846 | - |
| **FUND BALANCE, ending** | $ 11,147,630 | $ 7,601,497 | $ (3,546,133) |

## Non-major Special Revenue Funds

Special Revenue Funds are used to account for the proceeds of specified revenue sources or to finance specified activities as required by law or administrative regulation.

The following comprise the County's non-major Special Revenue Funds:

**Alternate Dispute Resolution** – This fund was set up to aid in a week long mass mediation session held annually to clear open cases and finalize documentation in question. The monies are spent on mailing notices and coordinating parties who wish to participate in the mediation process.

**Appellate Judicial System Fund** – Each county in the Third Court of Appeals is required to establish an Appellate Judicial Fund to assist the court of appeals in the processing of appeals and to defray costs incurred by the county. Fees are assessed for court cases filed in a county court, county court at law, probate court and district courts.

**Avery Ranch Road District** – Avery Ranch Road District #1 was formed by the Commissioners Court in 2001. The District issues unlimited tax bonds for the purpose of developing roads in the district. The District is governed by a Board comprised of the Williamson County Commissioners Court. The bonds are scheduled to be paid in full on August 15, 2025.

**CAMPO** – This fund is set up to account for payroll expenditures associated with CAMPO county employees.

**Child Abuse Prevention Fund** – This fund is used to account for the $100 fee assessed in certain child sexual assault and related convictions. These funds are to be used for child abuse prevention programs.

**Child Safety** – This fund is used to account for $1.50 tax collected during the vehicle registration process. These funds are also collected by justice, county, or district courts for violations that occur within a school crossing zone up to $25 per violation. This fund is used to provide a school crossing guard program and/or programs designed to enhance child safety, health, or nutrition.

**Community Improvement Precinct 4 Fund** – This fund was formed by the Williamson County Commissioners Court in August of 2020. Donations received from Lealco, Inc. are for community improvement projects located in Precinct 4 of Williamson County.

**Conservation Foundation** – This fund was formed by the Williamson County Commissioners Court in December of 2002, as a pro-active approach to providing for conservation of the recovery of endangered species in the Williamson County area.

**Court Technology** – This fund accounts for money charged to a defendant convicted of a criminal offense in a County or District Court. It is designated for the purpose of financing the purchase of technological enhancements for a county court, statutory court, or district court.

**County Attorney Hot Check** – This fund is used to account for monies received from fees collected on the payment of hot checks. Expenditures are made for the improvement of the operation of the County Attorney's office.

**County Sheriff** – This fund is used to account for jail inmates' purchase of food and toiletry items or other supplies. Expenditures are for the purchase of these items. Any revenue generated may be used for the benefit of the inmate.

**County Sheriff Asset Forfeitures** – This fund is used to account for monies received from Federal and State court cases dealing with illegal drug violations. Money is distributed to entities involved in the resolution of the drug case and used for education or equipment needed to enhance law enforcement activities.

**County Radio Communications Systems (RCS)** – This fund is used to account for money collected from governmental entities utilizing the countywide radio communication system. The funds are used for operations and maintenance of the system.

**Court Records Preservation** – This fund is used to account for monies collected from fees charged by the County and District Clerks. They are used only to digitize court records and to preserve the records from natural disasters.

**Court Reporter** – The clerk of each court that has an official court reporter shall collect a court reporter service fee of $15 as a court cost in each civil case filed with the clerk to maintain a court reporter who is available for assignment in the court.

**Courthouse Security** – This fund is used to collect court costs of defendants convicted of felony and misdemeanor offenses. The funds are designated for security purposes such as metal detectors, identification cards, and surveillance cameras.

**District Attorney Asset Forfeitures** – This fund is used to account for monies received from Federal and State court cases dealing with illegal drug violations. Money is distributed to entities involved in the resolution of the drug case and used for education or equipment needed to enhance law enforcement activities.

**District Attorney Welfare Fraud** – This fund is used to account for monies received from fees collected from the Health and Human Services Commission for prosecuting welfare fraud cases. Expenditures are made for the prosecution of welfare fraud cases.

**Election Chapter 19** – The state allocates funding based on the number of new, canceled and updated voter registrations processed in the preceding calendar year. These funds are only to be used for any activities designed to enhance the voter registration process.

**Election HAVA** – This fund was created to account for the rental fees collected from the use of voter equipment purchased with funds from the HAVA grant. The use of these fee revenues includes but is not limited to the maintenance, license fees and upgrades for the voting equipment as well as new equipment, training, storage and other costs associated with the operation and maintenance of the voting systems.

**Election Services Contract** – This fund is used to support and contain costs generated from an election. Contracts between political parties and other entities are handled through the court and paid by the contracting party for administering election services.

**Fire Code Enforcement** – The fund is used to account for the fees related to fire code inspections. The funds may be used only for the administration and enforcement of the fire code.

**Guardianship** – This fund is used to account for the collection of a $20.00 "supplemental court-initiated guardianship fee" required by the State of Texas for support of judiciary guardianship initiated under Section 683 of the Texas Probate Code. The fees are to be used to supplement, not supplant, the compensation of a court-appointed guardian ad litem or attorney and to fund local guardianship programs for indigent incapacitated persons without family members, suitable and willing to serve as guardians.

**Justice Court Technology** – This fund accounts for money charged to a defendant convicted of a misdemeanor in a justice court. It is designated for the purpose of financing the purchase of technological enhancements for a justice court.

**Justice of the Peace Security** – This fund is used to collect court costs of defendants convicted of misdemeanor offenses. Funds are designated for security purposes such as metal detectors, identification cards, and surveillance cameras for justice courts not housed in the County courthouse.

**Juvenile Delinquency Prevention** – This fund is used to repair damage and reward the public for identifying and aiding in the apprehension of offenders who vandalize public and personal property. Funds are also used for recognition and recreation programs for teens; local teen court programs; local juvenile probation department and educational and intervention programs to prevent juveniles from engaging in delinquent conduct.

**Law Library** – Monies collected through civil cases filed in the county or district court are accounted for through this fund. Monies collected are used to support the management and expenditures necessary to maintain law libraries throughout the County.

**Local Provider Participation** – Section 292B of the Texas Health & Safety Code allows Williamson County to create a Local Provider Participation Fund. The county annually sets the rate associated with mandatory provider participation payments from local hospitals. These funds can be spent on certain intergovernmental transfers and indigent care programs as defined by the code.

**Northwoods Road District** – Northwoods Road District was formed by the Commissioners Court in 2011. The District issues unlimited tax bonds for the purpose of developing roads in the district. The fund is used to reimburse the developer for construction of the four-lane divided portion of Staked Plains Boulevard from Avery Ranch Subdivision to Lakeline Boulevard, and the widening and extension of Lakeline Boulevard to a four lane arterial from Lake Creek east to the Capital Metro right-of-way. The fund is also used to pay for the long-term debt expenditures for the district. The District is governed by a Board comprised of the Williamson County Commissioners Court.

**Pearson Place Road District** – Pearson Place Road District was formed by the Commissioners Court in 2010. The District issues unlimited tax bonds for the purpose of developing roads in the district. The fund is used to reimburse the developer for construction of the four-lane divided portion of Neenah Avenue within the District and pay for the long-term debt expenditures for the district. The District is governed by a Board comprised of the Williamson County Commissioners Court.

**Pretrial Intervention Program** – This fund is used to account for a fee not to exceed $500, to be used to reimburse the county expenditures related to a defendant's participation in a pretrial intervention program.

**Probate Court** – This fund accounts for fees from all probate court cases filed and is used for training for County Courts at Law personnel.

**Records Archive** – This fund was established specifically to support the preservation and restoration services performed by the County Clerk in connection with maintaining archived records. These monies support and will be dedicated to assisting County Clerks with maintaining public documents filed before January 1, 1990.

**Records Management and Preservation** – This fund is compiled of the fees for records management and preservation services performed by the County Clerk and District Clerk. This fee may be used for specific records preservation and automation projects.

**Records Management** – This fund is used to account for monies collected from fees charged by the County and District Clerk. These funds are used Countywide for records management, records management training and for the disposal of large quantities of outdated documents.

**Records Technology** – This fund accounts for money charged when filing suit in a district court. It is designated for the purpose of preservation and restoration services performed in connection with maintaining a district court records archive.

**Regional Animal Shelter (WCRAS)** – This fund accounts for the County's percentage share of revenues collected as adoption fees, surrender fees, etc. at the WCRAS. Expenditures are made for the day-to-day operations of the facility. The other regional participants in the shelter share proportionately in the operational cost.

**Somerset Hills Road District No. 4** – Somerset Hills #4 Road District was formed by the Commissioners Court in 2008. The District issues unlimited tax bonds for the purpose of developing roads in the district. The fund is used to reimburse the developer and Williamson County for its share of the costs associated with construction expenses and land dedication for Ronald Reagan Boulevard from Farm to Market Road 2338 to State Highway 195. The District is governed by a Board comprised of the Williamson County Commissioners Court.

**Specialty Court** – Section121.00 of the Texas Government Code allows the creation of Specialty Court programs. Williamson County has two active programs, The DWI/Drug Court and the Veterans Court. The programs are funded by collection of the court costs of a conviction for certain intoxication and drug related offenses. The fund retains 50% of the total fee to be used exclusively to develop and maintain these two programs. A service fee of 10% is revenue deposited into the General Fund. The remaining 40% of the total fee is sent to the state.

**Juvenile Justice Alternative Education Program (JJAEP) Tier II** – The Texas Probation Commission provides funding for costs that are reasonable, necessary and directly related to the creation and ongoing operation of a JJAEP to include the purchase of equipment, renovations, or construction. This program is designed to provide an educational setting for students that have been expelled from the public schools. The goal of the program is to reduce delinquency, increase offender accountability, and rehabilitate offenders through a comprehensive, coordinated community-based juvenile probation system.

**Tobacco** – Monies received by the County from the state as pro rata distributions from the lump sum payment made by tobacco companies are accounted for through this fund. The money collected from the state is to be spent on health-related issues.

**Teen Court Program** – The purpose of this fund is to account for the receipt of fees for juveniles who are participating in the Teen Court Program.

**Truancy Program** – This fund is used to account for the collection of a $5.00 court cost fee allowed by the State of Texas and ordered by the Williamson County Commissioners Court to finance the salary and benefits of a juvenile case manager helping to administer the Truancy Program for the justice courts. The program has been established through cooperation with local governments, school districts and agencies to assist with local truancy cases.

**Unclaimed Juvenile Restitution**– Section 54.0482 of the Texas Family Code requires a separate fund to account for unclaimed juvenile restitution. The funds may be spent only for the same purposes as specified for juvenile state aid.

**WC Historical Commission** – The fund is used to account for the monies received from memorial brick sales and donations to the Williamson County Historical Commission. The funds can be used for county historic preservation.

**WM – City of Hutto and Hutto ISD** – Monies received from the Contractor of the Williamson County Landfill to be expended for the benefit of the City of Hutto and Hutto ISD. Contractor pays 2% of the total Tip Fees collected.

**WM – Community Recreational Facility** – Monies received from the Contractor of the Williamson County Landfill to pay for recreational facility use within Williamson County. Contractor pays 1% of the total Tip Fees collected.

**WM – Future Environmental Liability** – Monies received from the Contractor of the Williamson County Landfill to pay for any environmental liability related to the Landfill beyond those costs covered by closure and post-closure trust funds. Contractor pays 2% of the total Tip Fees collected.

**WM – Master Site Development** – Monies received from the Contractor of the Williamson County Landfill to pay for site development of the facility. Contractor pays 1% of the total Tip Fees collected.

# Williamson County, Texas
Combining Balance Sheet
Non-major Special Revenue Funds
September 30, 2021

| | Alternate Dispute Resolution | Appellate Judicial System | Avery Ranch Road District No. 1 | CAMPO Personnel Fund | Child Abuse Prevention | Child Saftety | Community Improvement PCT 4 |
|---|---|---|---|---|---|---|---|
| **ASSETS** | | | | | | | |
| Cash and investments | $ 403,385 | $ 3,974 | $ 260,881 | $ - | $ 2,381 | $ 817,529 | $ 20,000 |
| Accounts receivable (net of allowance) | 235 | 396 | 4,389 | - | 28 | 177 | - |
| Due from other funds | - | - | - | - | - | - | - |
| Due from other governments | - | - | - | 541,124 | - | - | - |
| Prepaids | - | - | - | - | - | - | - |
| **TOTAL ASSETS** | $ 403,620 | $ 4,370 | $ 265,270 | $ 541,124 | $ 2,409 | $ 817,706 | $ 20,000 |
| **LIABILITIES, DEFERRED INFLOW OF RESOURCES AND FUND BALANCES** | | | | | | | |
| **LIABILITIES** | | | | | | | |
| Accounts payable | $ - | $ 3,974 | $ - | $ - | $ - | $ - | $ - |
| Accrued liabilities | - | - | - | 62,761 | - | - | - |
| Due to other funds | - | - | - | 478,363 | - | - | - |
| Due to other governments | - | - | - | - | - | - | - |
| Unearned revenue | - | - | - | - | - | - | - |
| Total liabilities | - | 3,974 | - | 541,124 | - | - | - |
| **DEFERRED INFLOWS OF RESOURCES** | | | | | | | |
| Deferred revenues | - | - | 4,361 | - | - | - | - |
| Total deferred inflows of resources | - | - | 4,361 | - | - | - | - |
| **FUND BALANCES** | | | | | | | |
| Nonspendable | - | - | - | - | - | - | - |
| Restricted | 403,620 | 396 | 260,909 | - | 2,409 | 817,706 | 20,000 |
| Total fund balances | 403,620 | 396 | 260,909 | - | 2,409 | 817,706 | 20,000 |
| **TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES** | $ 403,620 | $ 4,370 | $ 265,270 | $ 541,124 | $ 2,409 | $ 817,706 | $ 20,000 |

| Conservation Foundation | County and District Court Technology | County Attorney Hot Check | County Sheriff | County Sheriff Asset Forfeitures | County Radio Communications System | Court Records Preservation |
|---|---|---|---|---|---|---|
| $ 3,746,160 | $ 105,247 | $ - | $ 2,412,361 | $ 588,364 | $ 858,858 | $ 753,586 |
| 14,094 | 218 | - | - | 3,556 | 3,043 | 862 |
| - | - | - | - | - | - | - |
| - | - | - | - | - | - | - |
| 885 | - | - | - | - | 1,876 | - |
| $ 3,761,139 | $ 105,465 | $ - | $ 2,412,361 | $ 591,920 | $ 863,777 | $ 754,448 |
| $ 151,782 | $ - | $ - | $ - | $ 44,506 | $ 25,691 | $ - |
| 4,293 | - | - | - | - | 11,723 | - |
| - | - | - | - | - | - | - |
| - | - | - | - | - | - | - |
| - | - | - | - | - | - | - |
| 156,075 | - | - | - | 44,506 | 37,414 | - |
| - | - | - | - | - | - | - |
| - | - | - | - | - | - | - |
| 885 | - | - | - | - | 1,876 | - |
| 3,604,179 | 105,465 | - | 2,412,361 | 547,414 | 824,487 | 754,448 |
| 3,605,064 | 105,465 | - | 2,412,361 | 547,414 | 826,363 | 754,448 |
| $ 3,761,139 | $ 105,465 | $ - | $ 2,412,361 | $ 591,920 | $ 863,777 | $ 754,448 |

# Williamson County, Texas
Combining Balance Sheet – Continued
Non-major Special Revenue Funds
September 30, 2021

| | Court Reporter | Courthouse Security | District Attorney Asset Forfeitures | District Attorney Welfare Fraud | Election Chapter 19 | Election HAVA | Election Services Contract |
|---|---|---|---|---|---|---|---|
| **ASSETS** | | | | | | | |
| Cash and investments | $ 459,243 | $ 479,122 | $ 394,203 | $ - | $ - | $ 1,364,835 | $ 518,425 |
| Accounts receivable (net of allowance) | 1,317 | 2,977 | - | - | 10,813 | - | - |
| Due from other funds | - | - | - | - | - | - | - |
| Due from other governments | - | - | - | - | - | - | - |
| Prepaids | - | - | - | - | - | - | 22,893 |
| **TOTAL ASSETS** | $ 460,560 | $ 482,099 | $ 394,203 | $ - | $ 10,813 | $ 1,364,835 | $ 541,318 |
| **LIABILITIES, DEFERRED INFLOW OF RESOURCES AND FUND BALANCES** | | | | | | | |
| **LIABILITIES** | | | | | | | |
| Accounts payable | $ 2,767 | $ 251 | $ 399 | $ - | $ - | $ - | $ 7,780 |
| Accrued liabilities | - | 7,080 | 1,200 | - | - | - | - |
| Due to other funds | - | - | - | - | 10,813 | - | - |
| Due to other governments | - | - | - | - | - | - | - |
| Unearned revenue | - | - | - | - | - | - | 64,593 |
| Total liabilities | 2,767 | 7,331 | 1,599 | - | 10,813 | - | 72,373 |
| **DEFERRED INFLOWS OF RESOURCES** | | | | | | | |
| Deferred revenues | - | - | - | - | - | - | - |
| Total deferred inflows of resources | - | - | - | - | - | - | - |
| **FUND BALANCES** | | | | | | | |
| Nonspendable | - | - | - | - | - | - | 22,893 |
| Restricted | 457,793 | 474,768 | 392,604 | - | - | 1,364,835 | 446,052 |
| Total fund balances | 457,793 | 474,768 | 392,604 | - | - | 1,364,835 | 468,945 |
| **TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES** | $ 460,560 | $ 482,099 | $ 394,203 | $ - | $ 10,813 | $ 1,364,835 | $ 541,318 |

| Fire Code Enforcement | Guardianship | Justice Court Technology | Justice of the Peace Security | Juvenile Delinquency Prevention | Law Library | Local Provider Participation |
|---|---|---|---|---|---|---|
| $ 51,050 | $ 154,921 | $ 332,404 | $ 234,584 | $ 8,172 | $ 899,595 | $ 11,431,503 |
| - | 240 | 499 | 601 | - | 2,377 | - |
| - | - | - | - | - | - | - |
| - | - | - | - | - | - | - |
| - | - | - | - | - | - | - |
| $ 51,050 | $ 155,161 | $ 332,903 | $ 235,185 | $ 8,172 | $ 901,972 | $ 11,431,503 |
| $ - | $ - | $ 5,714 | $ 342 | $ - | $ 6,827 | $ - |
| - | - | - | - | - | - | - |
| - | - | - | - | - | - | - |
| - | - | - | - | - | - | - |
| - | - | - | - | - | - | - |
| - | - | 5,714 | 342 | - | 6,827 | - |
| - | - | - | - | - | - | - |
| - | - | - | - | - | - | - |
| - | - | - | - | - | - | - |
| 51,050 | 155,161 | 327,189 | 234,843 | 8,172 | 895,145 | 11,431,503 |
| 51,050 | 155,161 | 327,189 | 234,843 | 8,172 | 895,145 | 11,431,503 |
| $ 51,050 | $ 155,161 | $ 332,903 | $ 235,185 | $ 8,172 | $ 901,972 | $ 11,431,503 |

## Williamson County, Texas
Combining Balance Sheet – Continued
Non-major Special Revenue Funds
September 30, 2021

| | Northwood Road District | Pearson Place Road District | Pretrial Intervention Program | Probate Court | Records Archive | Records Management and Preservation | Records Management |
|---|---|---|---|---|---|---|---|
| **ASSETS** | | | | | | | |
| Cash and investments | $ 276,815 | $ 972,835 | $ 6,220 | $ 74,524 | $ 2,809,725 | $ 6,649,208 | $ 649,769 |
| Accounts receivable (net of allowance) | 2,813 | 76 | - | 60 | 9,914 | 20,969 | 1,731 |
| Due from other funds | - | - | - | - | - | - | - |
| Due from other governments | - | - | - | - | - | - | - |
| Prepaids | - | - | - | - | - | - | - |
| **TOTAL ASSETS** | $ 279,628 | $ 972,911 | $ 6,220 | $ 74,584 | $ 2,819,639 | $ 6,670,177 | $ 651,500 |
| **LIABILITIES, DEFERRED INFLOW OF RESOURCES AND FUND BALANCES** | | | | | | | |
| **LIABILITIES** | | | | | | | |
| Accounts payable | $ - | $ - | $ 6,220 | $ - | $ 10 | $ 3,804 | $ 9,902 |
| Accrued liabilities | - | - | - | - | 10,577 | 18,545 | - |
| Due to other funds | - | - | - | - | - | - | - |
| Due to other governments | - | - | - | - | - | - | - |
| Unearned revenue | - | - | - | - | - | - | - |
| Total liabilities | - | - | 6,220 | - | 10,587 | 22,349 | 9,902 |
| **DEFERRED INFLOWS OF RESOURCES** | | | | | | | |
| Deferred revenues | 2,788 | 76 | - | - | - | - | - |
| Total deferred inflows of resources | 2,788 | 76 | - | - | - | - | - |
| **FUND BALANCES** | | | | | | | |
| Nonspendable | - | - | - | - | - | - | - |
| Restricted | 276,840 | 972,835 | - | 74,584 | 2,809,052 | 6,647,828 | 641,598 |
| Total fund balances | 276,840 | 972,835 | - | 74,584 | 2,809,052 | 6,647,828 | 641,598 |
| **TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES** | $ 279,628 | $ 972,911 | $ 6,220 | $ 74,584 | $ 2,819,639 | $ 6,670,177 | $ 651,500 |

| Records Technology | Regional Animal Shelter (WCRAS) | Somerset Hills Road District No. 4 | Specialty Court | JJAEP Tier II | Tobacco | Teen Court Program |
|---|---|---|---|---|---|---|
| $ 339,266 | $ 473,503 | $ 9,245,485 | $ 176,064 | $ 288,959 | $ 6,293,249 | $ 4,282 |
| 726 | 314,096 | 885 | 1,812 | - | 365 | - |
| - | - | - | - | - | - | - |
| - | - | - | - | - | - | - |
| - | 8,749 | - | - | - | - | - |
| $ 339,992 | $ 796,348 | $ 9,246,370 | $ 177,876 | $ 288,959 | $ 6,293,614 | $ 4,282 |
| | | | | | | |
| $ - | $ 96,225 | $ 450 | $ 21,623 | $ - | $ 228 | $ 281 |
| - | 64,758 | - | - | 1,985 | 16,901 | - |
| - | - | - | - | - | - | - |
| - | 2,815 | - | - | - | - | - |
| - | - | - | - | - | - | - |
| - | 163,798 | 450 | 21,623 | 1,985 | 17,129 | 281 |
| | | | | | | |
| - | 309,921 | 697 | - | - | - | - |
| - | 309,921 | 697 | - | - | - | - |
| | | | | | | |
| - | 8,749 | - | - | - | - | - |
| 339,992 | 313,880 | 9,245,223 | 156,253 | 286,974 | 6,276,485 | 4,001 |
| 339,992 | 322,629 | 9,245,223 | 156,253 | 286,974 | 6,276,485 | 4,001 |
| | | | | | | |
| $ 339,992 | $ 796,348 | $ 9,246,370 | $ 177,876 | $ 288,959 | $ 6,293,614 | $ 4,282 |

# Williamson County, Texas

Combining Balance Sheet – Continued



Non-major Special Revenue Funds

September 30, 2021

| | Truancy Program | Unclaimed Juvenile Restitution | WC Historical Commission | WM - City of Hutto and Hutto ISD | WM - Community Recreation Facility | WM - Future Environmental Liability | WM - Master Site Development | Total Governmental Funds |
|---|---|---|---|---|---|---|---|---|
| **ASSETS** | | | | | | | | |
| Cash and investments | $ 367,665 | $ 13,240 | $ 6,024 | $ 1,073,459 | $ 1,158,769 | $ 3,336,924 | $ 624,680 | $ 61,141,448 |
| Accounts receivable (net of allowance) | 658 | - | - | - | - | - | - | 399,927 |
| Due from other funds | - | - | - | - | - | - | - | - |
| Due from other governments | - | - | - | - | - | - | - | 541,124 |
| Prepaids | - | - | - | - | - | - | - | 34,403 |
| **TOTAL ASSETS** | $ 368,323 | $ 13,240 | $ 6,024 | $ 1,073,459 | $ 1,158,769 | $ 3,336,924 | $ 624,680 | $ 62,116,902 |
| **LIABILITIES, DEFERRED INFLOW OF RESOURCES AND FUND BALANCES** | | | | | | | | |
| **LIABILITIES** | | | | | | | | |
| Accounts payable | $ - | $ - | $ - | $ 10,140 | $ - | $ - | $ - | $ 398,916 |
| Accrued liabilities | 1,821 | - | - | - | - | - | - | 201,644 |
| Due to other funds | - | - | - | - | - | - | - | 489,176 |
| Due to other governments | - | - | - | - | - | - | - | 2,815 |
| Unearned revenue | - | - | - | - | - | - | - | 64,593 |
| Total liabilities | 1,821 | - | - | 10,140 | - | - | - | 1,157,144 |
| **DEFERRED INFLOWS OF RESOURCES** | | | | | | | | |
| Deferred revenues | - | - | - | - | - | - | - | 317,843 |
| Total deferred inflows of resources | - | - | - | - | - | - | - | 317,843 |
| **FUND BALANCES** | | | | | | | | |
| Nonspendable | - | - | - | - | - | - | - | 34,403 |
| Restricted | 366,502 | 13,240 | 6,024 | 1,063,319 | 1,158,769 | 3,336,924 | 624,680 | 60,607,512 |
| Total fund balances | 366,502 | 13,240 | 6,024 | 1,063,319 | 1,158,769 | 3,336,924 | 624,680 | 60,641,915 |
| **TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES** | $ 368,323 | $ 13,240 | $ 6,024 | $ 1,073,459 | $ 1,158,769 | $ 3,336,924 | $ 624,680 | $ 62,116,902 |

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## Williamson County, Texas

Combining Statement of Revenues, Expenditures
and Changes in Fund Balances
Non-major Special Revenue Funds
For the Fiscal Year Ended September 30, 2021

| | Alternate Dispute Resolution | Appellate Judicial System | Avery Ranch Road District No. 1 | CAMPO Personnel Fund | Child Abuse Prevention | Child Saftety | Community Improvement PCT 4 |
|---|---|---|---|---|---|---|---|
| **REVENUES** | | | | | | | |
| Taxes | $ - | $ - | $ 1,221,276 | $ - | $ - | $ - | $ - |
| Fees of office | 24,486 | 42,650 | - | - | 189 | 817,705 | - |
| Fines and forfeitures | - | - | - | - | - | - | - |
| Charges for services | - | - | - | - | - | - | - |
| Intergovernmental | - | - | - | - | - | - | - |
| Investment earnings | 128 | - | 898 | - | - | 181 | - |
| Miscellaneous | - | - | - | 1,835,927 | - | - | - |
| Total revenues | 24,614 | 42,650 | 1,222,174 | 1,835,927 | 189 | 817,886 | - |
| **EXPENDITURES** | | | | | | | |
| Current | | | | | | | |
| General government | - | - | 15,170 | 1,835,927 | - | - | - |
| Public safety | - | - | - | - | - | - | - |
| Judicial | 2 | 42,669 | - | - | - | - | - |
| Community services | - | - | - | - | - | 742,471 | - |
| Conservation | - | - | - | - | - | - | - |
| Debt service | | | | | | | |
| Principal | - | - | 1,090,000 | - | - | - | - |
| Interest and other charges | - | - | 141,700 | - | - | - | - |
| Bond issuance fees | - | - | - | - | - | - | - |
| Capital outlay | - | - | - | - | - | - | - |
| Total expenditures | 2 | 42,669 | 1,246,870 | 1,835,927 | - | 742,471 | - |
| **EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES** | 24,612 | (19) | (24,696) | - | 189 | 75,415 | - |
| **OTHER FINANCING SOURCES (USES)** | | | | | | | |
| Issuance of long-term debt | - | - | - | - | - | - | - |
| Transfers in | - | - | - | - | - | - | - |
| Transfers out | - | - | - | - | - | - | - |
| Total other financing sources (uses) | - | - | - | - | - | - | - |
| **NET CHANGE IN FUND BALANCES** | 24,612 | (19) | (24,696) | - | 189 | 75,415 | - |
| **FUND BALANCES, BEGINNING** | 379,008 | 415 | 285,605 | - | 2,220 | 742,291 | 20,000 |
| **FUND BALANCES, ENDING** | $ 403,620 | $ 396 | $ 260,909 | $ - | $ 2,409 | $ 817,706 | $ 20,000 |

| Conservation Foundation | County and District Court Technology | County Attorney Hot Check | County Sheriff | County Sheriff Asset Forfeitures | County Radio Communications System | Court Records Preservation |
|---|---|---|---|---|---|---|
| $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| - | 3,307 | 2,564 | - | - | - | 90,564 |
| - | - | - | - | 318,521 | - | - |
| - | - | - | 623,384 | - | 1,513,181 | - |
| - | - | - | - | - | - | - |
| 3,710 | - | - | 787 | 193 | 280 | 383 |
| 3,016,253 | - | - | - | - | 7,810 | - |
| 3,019,963 | 3,307 | 2,564 | 624,171 | 318,714 | 1,521,271 | 90,947 |
| | | | | | | |
| - | - | - | - | - | - | - |
| - | - | - | 150,582 | 136,512 | 1,461,710 | - |
| - | - | - | - | - | - | - |
| - | - | - | - | - | - | - |
| 962,046 | - | - | - | - | - | - |
| | | | | | | |
| - | - | - | - | - | - | - |
| - | - | - | - | - | - | - |
| - | - | - | - | - | - | - |
| 6,408 | - | - | - | 58,400 | - | - |
| 968,454 | - | - | 150,582 | 194,912 | 1,461,710 | - |
| 2,051,509 | 3,307 | 2,564 | 473,589 | 123,802 | 59,561 | 90,947 |
| | | | | | | |
| - | - | - | - | - | - | - |
| - | - | - | - | - | - | - |
| (2,011) | - | (2,564) | - | - | - | - |
| (2,011) | - | (2,564) | - | - | - | - |
| 2,049,498 | 3,307 | - | 473,589 | 123,802 | 59,561 | 90,947 |
| 1,555,566 | 102,158 | - | 1,938,772 | 423,612 | 766,802 | 663,501 |
| $ 3,605,064 | $ 105,465 | $ - | $ 2,412,361 | $ 547,414 | $ 826,363 | $ 754,448 |

# Williamson County, Texas

## Combining Statement of Revenues, Expenditures and Changes in Fund Balances – Continued
## Non-major Special Revenue Funds
## For the Fiscal Year Ended September 30, 2021

| | Court Reporter | Courthouse Security | District Attorney Asset Forfeitures | District Attorney Welfare Fraud | Election Chapter 19 | Election HAVA | Election Services Contract |
|---|---|---|---|---|---|---|---|
| **REVENUES** | | | | | | | |
| Taxes | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| Fees of office | 124,018 | 254,959 | - | - | - | - | 1,572,743 |
| Fines and forfeitures | - | - | 88,215 | - | - | - | - |
| Charges for services | - | - | - | - | - | - | - |
| Intergovernmental | - | - | - | - | 47,316 | - | - |
| Investment earnings | 127 | 84 | 243 | - | - | 816 | - |
| Miscellaneous | - | - | 3,846 | - | - | 2,178 | - |
| Total revenues | 124,145 | 255,043 | 92,304 | - | 47,316 | 2,994 | 1,572,743 |
| **EXPENDITURES** | | | | | | | |
| Current | | | | | | | |
| General government | - | - | - | - | 47,316 | 14,532 | 990,880 |
| Public safety | - | - | - | - | - | - | - |
| Judicial | 21,453 | 202,761 | 206,856 | - | - | - | - |
| Community services | - | - | - | - | - | - | - |
| Conservation | - | - | - | - | - | - | - |
| Debt service | | | | | | | |
| Principal | - | - | - | - | - | - | - |
| Interest and other charges | - | - | - | - | - | - | - |
| Bond issuance fees | - | - | - | - | - | - | - |
| Capital outlay | - | - | - | - | - | - | - |
| Total expenditures | 21,453 | 202,761 | 206,856 | - | 47,316 | 14,532 | 990,880 |
| **EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES** | 102,692 | 52,282 | (114,552) | - | - | (11,538) | 581,863 |
| **OTHER FINANCING SOURCES (USES)** | | | | | | | |
| Issuance of long-term debt | - | - | - | - | - | - | - |
| Transfers in | - | - | - | - | - | 498,325 | 126,909 |
| Transfers out | - | - | - | (1,339) | - | - | (625,234) |
| Total other financing sources (uses) | - | - | - | (1,339) | - | 498,325 | (498,325) |
| **NET CHANGE IN FUND BALANCES** | 102,692 | 52,282 | (114,552) | (1,339) | - | 486,787 | 83,538 |
| **FUND BALANCES, BEGINNING** | 355,101 | 422,486 | 507,156 | 1,339 | - | 878,048 | 385,407 |
| **FUND BALANCES, ENDING** | $ 457,793 | $ 474,768 | $ 392,604 | $ - | $ - | $ 1,364,835 | $ 468,945 |

| Fire Code Enforcement | Guardianship | Justice Court Technology | Justice of the Peace Security | Juvenile Delinquency Prevention | Law Library | Local Provider Participation |
|---|---|---|---|---|---|---|
| $ - | $ - | $ - | $ - | $ - | $ - | $ 14,225,551 |
| 51,050 | 35,140 | 44,980 | 53,783 | - | 255,902 | - |
| - | - | - | - | - | - | - |
| - | - | - | - | - | - | - |
| - | - | - | - | - | - | - |
| - | - | 126 | - | - | 272 | 6,773 |
| - | - | - | - | - | - | 530,757 |
| 51,050 | 35,140 | 45,106 | 53,783 | - | 256,174 | 14,763,081 |
| - | - | - | - | - | - | - |
| - | - | - | - | - | - | - |
| - | 30,000 | 48,797 | 760 | - | 83,431 | - |
| - | - | - | - | - | - | 12,438,444 |
| - | - | - | - | - | - | - |
| - | - | - | - | - | - | - |
| - | - | - | - | - | - | - |
| - | - | - | - | - | - | - |
| - | - | - | - | - | - | - |
| - | 30,000 | 48,797 | 760 | - | 83,431 | 12,438,444 |
| 51,050 | 5,140 | (3,691) | 53,023 | - | 172,743 | 2,324,637 |
| - | - | - | - | - | - | - |
| - | - | - | - | - | - | - |
| - | - | - | - | - | - | - |
| - | - | - | - | - | - | - |
| 51,050 | 5,140 | (3,691) | 53,023 | - | 172,743 | 2,324,637 |
| - | 150,021 | 330,880 | 181,820 | 8,172 | 722,402 | 9,106,866 |
| $ 51,050 | $ 155,161 | $ 327,189 | $ 234,843 | $ 8,172 | $ 895,145 | $ 11,431,503 |

# Williamson County, Texas

## Combining Statement of Revenues, Expenditures and Changes in Fund Balances – Continued
## Non-major Special Revenue Funds
## For the Fiscal Year Ended September 30, 2021

| | Northwood Road District | Pearson Place Road District | Pretrial Intervention Program | Probate Court | Records Archive | Records Management and Preservation | Records Management | Records Technology |
|---|---|---|---|---|---|---|---|---|
| **REVENUES** | | | | | | | | |
| Taxes | $ 689,662 | $ 328,772 | $ - | $ - | $ - | $ - | $ - | $ - |
| Fees of office | - | - | - | 8,706 | 986,875 | 2,080,407 | 67,555 | 62,557.00 |
| Fines and forfeitures | - | - | - | - | - | - | - | - |
| Charges for services | - | - | 122,560 | - | - | - | - | - |
| Intergovernmental | - | - | - | - | - | - | - | - |
| Investment earnings | 537 | 1,094 | - | - | 5,988 | 7,086 | 232 | - |
| Miscellaneous | - | - | - | - | - | - | - | - |
| Total revenues | 690,199 | 329,866 | 122,560 | 8,706 | 992,863 | 2,087,493 | 67,787 | 62,557 |
| **EXPENDITURES** | | | | | | | | |
| Current | | | | | | | | |
| General government | 9,944 | 8,280 | - | - | 616,193 | 721,288 | 49,076 | 10,240 |
| Public safety | - | - | - | - | - | - | - | - |
| Judicial | - | - | 122,560 | 295 | - | - | - | - |
| Community services | - | - | - | - | - | - | - | - |
| Conservation | - | - | - | - | - | - | - | - |
| Debt service | | | | | | | | |
| Principal | 285,000 | 165,000 | - | - | - | - | - | - |
| Interest and other charges | 397,000 | 159,200 | - | - | - | - | - | - |
| Bond issuance fees | - | - | - | - | - | - | - | - |
| Capital outlay | - | - | - | - | - | - | - | - |
| Total expenditures | 691,944 | 332,480 | 122,560 | 295 | 616,193 | 721,288 | 49,076 | 10,240 |
| **EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES** | (1,745) | (2,614) | - | 8,411 | 376,670 | 1,366,205 | 18,711 | 52,317 |
| **OTHER FINANCING SOURCES (USES)** | | | | | | | | |
| Issuance of long-term debt | - | - | - | - | - | - | - | - |
| Transfers in | - | - | - | - | - | - | - | - |
| Transfers out | - | - | - | - | - | - | - | - |
| Total other financing sources (uses) | - | - | - | - | - | - | - | - |
| **NET CHANGE IN FUND BALANCES** | (1,745) | (2,614) | - | 8,411 | 376,670 | 1,366,205 | 18,711 | 52,317 |
| **FUND BALANCES, BEGINNING** | 278,585 | 975,449 | - | 66,173 | 2,432,382 | 5,281,623 | 622,887 | 287,675 |
| **FUND BALANCES, ENDING** | $ 276,840 | $ 972,835 | $ - | $ 74,584 | $ 2,809,052 | $ 6,647,828 | $ 641,598 | $ 339,992 |

| Regional Animal Shelter (WCRAS) | Somerset Hills Road District No. 4 | Specialty Court | JJAEP Tier II | Tobacco | Teen Court Program |
|---|---|---|---|---|---|
| $ - | $ 215,765 | $ - | $ - | $ - | $ - |
| - | - | 20,218 | - | - | - |
| - | - | - | - | - | - |
| 230,235 | - | - | - | - | - |
| 947,499 | - | - | 27,482 | 429,290 | - |
| - | 3,777 | - | - | 7,462 | - |
| 310,495 | 940 | 962 | - | 598,902 | 3,000.00 |
| 1,488,229 | 220,482 | 21,180 | 27,482 | 1,035,654 | 3,000 |
| - | 11,671 | - | - | - | - |
| - | - | - | 34,395 | - | - |
| - | - | 46,478 | - | - | 316 |
| 2,492,353 | - | - | - | 360,068 | - |
| - | - | - | - | - | - |
| - | 120,000 | - | - | - | - |
| - | 129,668 | - | - | - | - |
| - | 254,660 | - | - | - | - |
| - | - | - | - | - | - |
| 2,492,353 | 515,999 | 46,478 | 34,395 | 360,068 | 316 |
| (1,004,124) | (295,517) | (25,298) | (6,913) | 675,586 | 2,684 |
| - | 5,850,000 | - | - | - | - |
| 1,257,112 | - | - | - | - | - |
| - | - | - | - | (160,000) | - |
| 1,257,112 | 5,850,000 | - | - | (160,000) | - |
| 252,988 | 5,554,483 | (25,298) | (6,913) | 515,586 | 2,684 |
| 69,641 | 3,690,740 | 181,551 | 293,887 | 5,760,899 | 1,317 |
| $ 322,629 | $ 9,245,223 | $ 156,253 | $ 286,974 | $ 6,276,485 | $ 4,001 |

# Williamson County, Texas

Combining Statement of Revenues, Expenditures and Changes in Fund Balances – Continued
Non-major Special Revenue Funds
For the Fiscal Year Ended September 30, 2021



| | Truancy Program | Unclaimed Juvenile Restitution | WC Historical Commission | WM - City of Hutto and Hutto ISD | Community Recreation Facility | WM - Future Environmental Liability | WM - Master Site Development | Total Governmental Funds |
|---|---|---|---|---|---|---|---|---|
| **REVENUES** | | | | | | | | |
| Taxes | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ 16,681,026 |
| Fees of office | 57,374 | - | - | - | - | - | - | 6,657,732 |
| Fines and forfeitures | - | - | - | - | - | - | - | 406,736 |
| Charges for services | - | - | - | - | - | - | - | 2,489,360 |
| Intergovernmental | - | - | - | - | - | - | - | 1,451,587 |
| Investment earnings | - | 21 | - | - | 1,035 | 3,389 | 472 | 46,094 |
| Miscellaneous | - | - | 725 | 580,040 | 289,919 | 580,040 | 289,919 | 8,051,713 |
| Total revenues | 57,374 | 21 | 725 | 580,040 | 290,954 | 583,429 | 290,391 | 35,784,248 |
| **EXPENDITURES** | | | | | | | | |
| Current | | | | | | | | |
| General government | - | - | - | - | - | - | - | 4,330,517 |
| Public safety | - | - | - | - | - | - | - | 1,783,199 |
| Judicial | 58,718 | - | - | - | - | - | - | 865,096 |
| Community services | - | - | 3,021 | 185,140 | - | - | - | 16,221,497 |
| Conservation | - | - | - | - | - | - | - | 962,046 |
| Debt service | | | | | | | | |
| Principal | - | - | - | - | - | - | - | 1,660,000 |
| Interest and other charges | - | - | - | - | - | - | - | 827,568 |
| Bond issuance fees | - | - | - | - | - | - | - | 254,660 |
| Capital outlay | - | - | - | - | - | - | - | 64,808 |
| Total expenditures | 58,718 | - | 3,021 | 185,140 | - | - | - | 26,969,391 |
| **EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES** | (1,344) | 21 | (2,296) | 394,900 | 290,954 | 583,429 | 290,391 | 8,814,857 |
| **OTHER FINANCING SOURCES (USES)** | | | | | | | | |
| Issuance of long-term debt | - | - | - | - | - | - | - | 5,850,000 |
| Transfers in | - | - | - | - | - | - | - | 1,882,346 |
| Transfers out | - | - | - | - | - | - | - | (791,148) |
| Total other financing sources (uses) | - | - | - | - | - | - | - | 6,941,198 |
| **NET CHANGE IN FUND BALANCES** | (1,344) | 21 | (2,296) | 394,900 | 290,954 | 583,429 | 290,391 | 15,756,055 |
| **FUND BALANCES, BEGINNING** | 367,846 | 13,219 | 8,320 | 668,419 | 867,815 | 2,753,495 | 334,289 | 44,885,860 |
| **FUND BALANCES, ENDING** | $ 366,502 | $ 13,240 | $ 6,024 | $ 1,063,319 | $ 1,158,769 | $ 3,336,924 | $ 624,680 | $ 60,641,915 |

**Williamson County, Texas**
Schedule of Revenues, Expenditures and
Changes in Fund Balance – Budget and Actual
Alternate Dispute Resolution
For the Fiscal Year Ended September 30, 2021

| | Final | Actual | Variance Positive (Negative) |
|---|---|---|---|
| **REVENUES** | | | |
| Fees of office | $ 20,360 | $ 24,486 | $ 4,126 |
| Investment earnings | 480 | 128 | (352) |
| Total revenues | 20,840 | 24,614 | 3,774 |
| **EXPENDITURES** | | | |
| Current | | | |
| Judicial | 8,061 | 2 | 8,059 |
| Total expenditures | 8,061 | 2 | 8,059 |
| Net change in fund balance | 12,779 | 24,612 | 11,833 |
| **FUND BALANCE, beginning** | 379,008 | 379,008 | - |
| **FUND BALANCE, ending** | $ 391,787 | $ 403,620 | $ 11,833 |

**Williamson County, Texas**
Schedule of Revenues, Expenditures and
Changes in Fund Balance – Budget and Actual
Avery Ranch Road District
For the Fiscal Year Ended September 30, 2021

| | Final | Actual | Variance Positive (Negative) |
|---|---|---|---|
| **REVENUES** | | | |
| Taxes | $ 1,182,881 | $ 1,221,276 | $ 38,395 |
| Investment earnings | 6,000 | 898 | (5,102) |
| Total revenues | 1,188,881 | 1,222,174 | 33,293 |
| **EXPENDITURES** | | | |
| Current | | | |
| General government | 17,980 | 15,170 | 2,810 |
| Debt service | | | |
| Principal | 1,090,000 | 1,090,000 | - |
| Interest and other charges | 141,700 | 141,700 | - |
| Total expenditures | 1,249,680 | 1,246,870 | 2,810 |
| Net change in fund balance | (60,799) | (24,696) | 36,103 |
| **FUND BALANCE, beginning** | 285,605 | 285,605 | - |
| **FUND BALANCE, ending** | $ 224,806 | $ 260,909 | $ 36,103 |

**Williamson County, Texas**
Schedule of Revenues, Expenditures and
Changes in Fund Balance – Budget and Actual
CAMPO
For the Fiscal Year Ended September 30, 2021

| | Final | Actual | Variance Positive (Negative) |
|---|---|---|---|
| **REVENUES** | | | |
| Miscellaneous | $ 1,906,006 | $ 1,835,927 | $ (70,079) |
| Total revenues | 1,906,006 | 1,835,927 | (70,079) |
| **EXPENDITURES** | | | |
| Current | | | |
| General government | 1,906,006 | 1,835,927 | 70,079 |
| Total expenditures | 1,906,006 | 1,835,927 | 70,079 |
| Net change in fund balance | - | - | - |
| **FUND BALANCE, beginning** | - | - | - |
| **FUND BALANCE, ending** | $ - | $ - | $ - |

**Williamson County, Texas**
Schedule of Revenues, Expenditures and
Changes in Fund Balance – Budget and Actual
Conservation Foundation
For the Fiscal Year Ended September 30, 2021

| | Final | Actual | Variance Positive (Negative) |
|---|---|---|---|
| **REVENUES** | | | |
| Investment earnings | $ - | $ 3,710 | $ 3,710 |
| Miscellaneous | 5,300 | 3,016,253 | 3,010,953 |
| Total revenues | 5,300 | 3,019,963 | 3,014,663 |
| **EXPENDITURES** | | | |
| Current | | | |
| Conservation | 967,079 | 962,046 | 5,033 |
| Capital outlay | 7,025 | 6,408 | 617 |
| Total expenditures | 974,104 | 968,454 | 5,650 |
| **EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES** | (968,804) | 2,051,509 | 3,020,313 |
| **OTHER FINANCING SOURCES (USES)** | | | |
| Transfers out | - | (2,011) | (2,011) |
| Total other financing sources and uses | - | (2,011) | (2,011) |
| Net change in fund balance | (968,804) | 2,049,498 | 3,018,302 |
| **FUND BALANCE, beginning** | 1,555,566 | 1,555,566 | - |
| **FUND BALANCE, ending** | $ 586,762 | $ 3,605,064 | $ 3,018,302 |

**Williamson County, Texas**
Schedule of Revenues, Expenditures and
Changes in Fund Balance – Budget and Actual
County and District Court Technology
For the Fiscal Year Ended September 30, 2021

| | Final | Actual | Variance Positive (Negative) |
|---|---|---|---|
| **REVENUES** | | | |
| Fees of office | $ 5,100 | $ 3,307 | $ (1,793) |
| Total revenues | 5,100 | 3,307 | (1,793) |
| **EXPENDITURES** | | | |
| Total expenditures | - | - | - |
| Net change in fund balance | 5,100 | 3,307 | (1,793) |
| **FUND BALANCE, beginning** | 102,158 | 102,158 | - |
| **FUND BALANCE, ending** | $ 107,258 | $ 105,465 | $ (1,793) |

**Williamson County, Texas**
Schedule of Revenues, Expenditures and
Changes in Fund Balance – Budget and Actual
County Attorney Hot Check
For the Fiscal Year Ended September 30, 2021

| | Final | Actual | Variance Positive (Negative) |
|---|---|---|---|
| **REVENUES** | | | |
| Fees of office | $ 10,000 | $ 2,564 | $ (7,436) |
| Miscellaneous | - | - | - |
| Total revenues | 10,000 | 2,564 | (7,436) |
| **EXPENDITURES** | | | |
| Total expenditures | - | - | - |
| **EXCESS OF REVENUES OVER EXPENDITURES** | 10,000 | 2,564 | (7,436) |
| **OTHER FINANCING SOURCES (USES)** | | | |
| Transfers out | (10,000) | (2,564) | 7,436 |
| Total other financing sources (uses) | (10,000) | (2,564) | 7,436 |
| Net change in fund balance | - | - | - |
| **FUND BALANCE, beginning** | - | - | - |
| **FUND BALANCE, ending** | $ - | $ - | $ - |

**Williamson County, Texas**
Schedule of Revenues, Expenditures and
Changes in Fund Balance – Budget and Actual
County Sheriff Asset Forfeitures
For the Fiscal Year Ended September 30, 2021

| | Final | Actual | Variance Positive (Negative) |
|---|---|---|---|
| **REVENUES** | | | |
| Fines and forfeitures | $ - | $ 318,521 | $ 318,521 |
| Investment earnings | - | 193 | 193 |
| Total revenues | - | 318,714 | 318,714 |
| **EXPENDITURES** | | | |
| Current | | | |
| Public safety | 440,142 | 136,512 | 303,630 |
| Capital outlay | 220,102 | 58,400 | 161,702 |
| Total expenditures | 660,244 | 194,912 | 465,332 |
| Net change in fund balance | (660,244) | 123,802 | 784,046 |
| **FUND BALANCE, beginning** | 423,612 | 423,612 | - |
| **FUND BALANCE, ending** | $ (236,632) | $ 547,414 | $ 784,046 |

**Williamson County, Texas**
Schedule of Revenues, Expenditures and
Changes in Fund Balance – Budget and Actual
County Radio Communications System (RCS)
For the Fiscal Year Ended September 30, 2021

| | Final | Actual | Variance Positive (Negative) |
|---|---|---|---|
| **REVENUES** | | | |
| Charges for services | $ 1,439,651 | $ 1,513,181 | $ 73,530 |
| Investment earnings | - | 280 | |
| Miscellaneous | 7,665 | 7,810 | 145 |
| Total revenues | 1,447,316 | 1,521,271 | 73,675 |
| **EXPENDITURES** | | | |
| Current | | | |
| Public safety | 1,650,676 | 1,461,710 | 188,966 |
| Capital outlay | - | - | - |
| Total expenditures | 1,650,676 | 1,461,710 | 188,966 |
| Net change in fund balance | (203,360) | 59,561 | 262,921 |
| **FUND BALANCE, beginning** | 766,802 | 766,802 | - |
| **FUND BALANCE, ending** | $ 563,442 | $ 826,363 | $ 262,921 |

**Williamson County, Texas**
Schedule of Revenues, Expenditures and
Changes in Fund Balance – Budget and Actual
Court Records Preservation
For the Fiscal Year Ended September 30, 2021

| | Final | Actual | Variance Positive (Negative) |
|---|---|---|---|
| **REVENUES** | | | |
| Fees of office | $ 76,800 | $ 90,564 | $ 13,764 |
| Investment earnings | - | 383 | |
| Total revenues | 76,800 | 90,947 | 13,764 |
| **EXPENDITURES** | | | |
| Current | | | |
| Judicial | 500 | - | 500 |
| Total expenditures | 500 | - | 500 |
| Net change in fund balance | 76,300 | 90,947 | 14,647 |
| **FUND BALANCE, beginning** | 663,501 | 663,501 | - |
| **FUND BALANCE, ending** | $ 739,801 | $ 754,448 | $ 14,647 |

**Williamson County, Texas**
Schedule of Revenues, Expenditures and
Changes in Fund Balance – Budget and Actual
Court Reporter
For the Fiscal Year Ended September 30, 2021

| | Final | Actual | Variance Positive (Negative) |
|---|---|---|---|
| **REVENUES** | | | |
| Fees of office | $ 110,400 | $ 124,018 | $ 13,618 |
| Investment earnings | 480 | 127 | (353) |
| Total revenues | 110,880 | 124,145 | 13,265 |
| **EXPENDITURES** | | | |
| Current | | | |
| Judicial | 54,480 | 21,453 | 33,027 |
| Total expenditures | 54,480 | 21,453 | 33,027 |
| Net change in fund balance | 56,400 | 102,692 | 46,292 |
| **FUND BALANCE, beginning** | 355,101 | 355,101 | - |
| **FUND BALANCE, ending** | $ 411,501 | $ 457,793 | $ 46,292 |

**Williamson County, Texas**
Schedule of Revenues, Expenditures and
Changes in Fund Balance – Budget and Actual
Courthouse Security
For the Fiscal Year Ended September 30, 2021

| | Final | Actual | Variance Positive (Negative) |
|---|---|---|---|
| **REVENUES** | | | |
| Fees of office | $ 226,800 | $ 254,959 | $ 28,159 |
| Investment earnings | 300 | 84 | (216) |
| Total revenues | 227,100 | 255,043 | 27,943 |
| **EXPENDITURES** | | | |
| Current | | | |
| Judicial | 216,283 | 202,761 | 13,522 |
| Total expenditures | 216,283 | 202,761 | 13,522 |
| Net change in fund balance | 10,817 | 52,282 | 41,465 |
| **FUND BALANCE, beginning** | 422,486 | 422,486 | - |
| **FUND BALANCE, ending** | $ 433,303 | $ 474,768 | $ 41,465 |

**Williamson County, Texas**
Schedule of Revenues, Expenditures and
Changes in Fund Balance – Budget and Actual
District Attorney Asset Forfeitures
For the Fiscal Year Ended September 30, 2021

| | Final | Actual | Variance Positive (Negative) |
|---|---|---|---|
| **REVENUES** | | | |
| Fines and forfeitures | $ - | $ 88,215 | $ 88,215 |
| Investment earnings | - | 243 | 243 |
| Miscellaneous | - | 3,846 | 3,846 |
| Total revenues | - | 92,304 | 92,304 |
| **EXPENDITURES** | | | |
| Current | | | |
| Judicial | 316,832 | 206,856 | 109,976 |
| Total expenditures | 316,832 | 206,856 | 109,976 |
| Net change in fund balance | (316,832) | (114,552) | 202,280 |
| **FUND BALANCE, beginning** | 507,156 | 507,156 | - |
| **FUND BALANCE, ending** | $ 190,324 | $ 392,604 | $ 202,280 |

**Williamson County, Texas**
Schedule of Revenues, Expenditures and
Changes in Fund Balance – Budget and Actual
Election Chapter 19
For the Fiscal Year Ended September 30, 2021

| | Final | Actual | Variance Positive (Negative) |
|---|---|---|---|
| **REVENUES** | | | |
| Intergovernmental | $ 145,100 | $ 47,316 | $ (97,784) |
| Total revenues | 145,100 | 47,316 | (97,784) |
| **EXPENDITURES** | | | |
| Current | | | |
| General government | 157,100 | 47,316 | 109,784 |
| Total expenditures | 157,100 | 47,316 | 109,784 |
| Net change in fund balance | (12,000) | - | 12,000 |
| **FUND BALANCE, beginning** | - | - | - |
| **FUND BALANCE, ending** | $ (12,000) | $ - | $ 12,000 |

**Williamson County, Texas**
Schedule of Revenues, Expenditures and
Changes in Fund Balance – Budget and Actual
Election HAVA
For the Fiscal Year Ended September 30, 2021

| | Final | Actual | Variance Positive (Negative) |
|---|---|---|---|
| **REVENUES** | | | |
| Investment Earnings | $ - | $ 816 | $ 816 |
| Miscellaneous | - | 2,178 | 2,178 |
| Total revenues | - | 2,994 | 2,994 |
| **EXPENDITURES** | | | |
| Current | | | |
| General government | 100,000 | 14,532 | 85,468 |
| Total expenditures | 100,000 | 14,532 | 85,468 |
| **DEFICIENCY OF REVENUES UNDER EXPENDITURES** | (100,000) | (11,538) | 86,284 |
| **OTHER FINANCING SOURCES** | | | |
| Transfers In | - | 498,325 | 498,325 |
| Total other financing sources (uses) | - | 498,325 | 498,325 |
| Net change in fund balance | (100,000) | 486,787 | 586,787 |
| **FUND BALANCE, beginning** | 878,048 | 878,048 | - |
| **FUND BALANCE, ending** | $ 778,048 | $ 1,364,835 | $ 586,787 |

**Williamson County, Texas**
Schedule of Revenues, Expenditures and
Changes in Fund Balance – Budget and Actual
Election Services Contract
For the Fiscal Year Ended September 30, 2021

| | Final | Actual | Variance Positive (Negative) |
|---|---|---|---|
| **REVENUES** | | | |
| Fees of office | $ 1,230,209 | $ 1,572,743 | $ 342,534 |
| Miscellaneous | - | - | - |
| Total revenues | 1,230,209 | 1,572,743 | 342,534 |
| **EXPENDITURES** | | | |
| Current | | | |
| General government | 1,338,349 | 990,880 | 347,469 |
| Total expenditures | 1,338,349 | 990,880 | 347,469 |
| **EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES** | (108,140) | 581,863 | 690,003 |
| **OTHER FINANCING SOURCES (USES)** | | | |
| Transfers in | - | 126,909 | 126,909 |
| Transfers out | (625,234) | (625,234) | - |
| Total other financing sources (uses) | (625,234) | (498,325) | 126,909 |
| Net change in fund balance | (733,374) | 83,538 | 816,912 |
| **FUND BALANCE, beginning** | 385,407 | 385,407 | - |
| **FUND BALANCE, ending** | $ (347,967) | $ 468,945 | $ 816,912 |

**Williamson County, Texas**
Schedule of Revenues, Expenditures and
Changes in Fund Balance – Budget and Actual
Guardianship
For the Fiscal Year Ended September 30, 2021

| | Final | Actual | Variance Positive (Negative) |
|---|---|---|---|
| **REVENUES** | | | |
| Fees of office | $ 28,800 | $ 35,140 | $ 6,340 |
| Total revenues | 28,800 | 35,140 | 6,340 |
| **EXPENDITURES** | | | |
| Current | | | |
| Judicial | 30,000 | 30,000 | - |
| Total expenditures | 30,000 | 30,000 | - |
| Net change in fund balance | (1,200) | 5,140 | 6,340 |
| **FUND BALANCE, beginning** | 150,021 | 150,021 | - |
| **FUND BALANCE, ending** | $ 148,821 | $ 155,161 | $ 6,340 |

**Williamson County, Texas**
Schedule of Revenues, Expenditures and
Changes in Fund Balance – Budget and Actual
Justice Court Technology
For the Fiscal Year Ended September 30, 2021

| | Final | Actual | Variance Positive (Negative) |
|---|---|---|---|
| **REVENUES** | | | |
| Fees of office | $ 31,380 | $ 44,980 | $ 13,600 |
| Investment earnings | 540 | 126 | (414) |
| Total revenues | 31,920 | 45,106 | 13,186 |
| **EXPENDITURES** | | | |
| Current | | | |
| Judicial | 136,602 | 48,797 | 87,805 |
| Total expenditures | 136,602 | 48,797 | 87,805 |
| Net change in fund balance | (104,682) | (3,691) | 100,991 |
| **FUND BALANCE, beginning** | 330,880 | 330,880 | - |
| **FUND BALANCE, ending** | $ 226,198 | $ 327,189 | $ 100,991 |

**Williamson County, Texas**
Schedule of Revenues, Expenditures and
Changes in Fund Balance – Budget and Actual
Justice of the Peace Security
For the Fiscal Year Ended September 30, 2021

| | Final | Actual | Variance Positive (Negative) |
|---|---|---|---|
| **REVENUES** | | | |
| Fees of office | $ 31,000 | $ 53,783 | $ 22,783 |
| Total revenues | 31,000 | 53,783 | 22,783 |
| **EXPENDITURES** | | | |
| Current | | | |
| Judicial | 17,558 | 760 | 16,798 |
| Total expenditures | 17,558 | 760 | 16,798 |
| Net change in fund balance | 13,442 | 53,023 | 39,581 |
| **FUND BALANCE, beginning** | 181,820 | 181,820 | - |
| **FUND BALANCE, ending** | $ 195,262 | $ 234,843 | $ 39,581 |

**Williamson County, Texas**
Schedule of Revenues, Expenditures and
Changes In Fund Balance – Budget and Actual
Law Library
For the Fiscal Year Ended September 30, 2021

| | Final | Actual | Variance Positive (Negative) |
|---|---|---|---|
| **REVENUES** | | | |
| Fees of office | $ 207,600 | $ 255,902 | $ 48,302 |
| Investment earnings | 720 | 272 | (448) |
| Total revenues | 208,320 | 256,174 | 47,854 |
| **EXPENDITURES** | | | |
| Current | | | |
| Judicial | 230,000 | 83,431 | 146,569 |
| Total expenditures | 230,000 | 83,431 | 146,569 |
| Net change in fund balance | (21,680) | 172,743 | 194,423 |
| **FUND BALANCE, beginning** | 722,402 | 722,402 | - |
| **FUND BALANCE, ending** | $ 700,722 | $ 895,145 | $ 194,423 |

**Williamson County, Texas**
Schedule of Revenues, Expenditures and
Changes In Fund Balance – Budget and Actual
Northwoods Road District
For the Fiscal Year Ended September 30, 2021

| | Final | Actual | Variance Positive (Negative) |
|---|---|---|---|
| **REVENUES** | | | |
| Taxes | $ 672,479 | $ 689,662 | $ 17,183 |
| Investment earnings | 2,400 | 537 | (1,863) |
| Total revenues | 674,879 | 690,199 | 15,320 |
| **EXPENDITURES** | | | |
| Current | | | |
| General government | 11,081 | 9,944 | 1,137 |
| Debt service | | | |
| Principal | 285,000 | 285,000 | - |
| Interest and other charges | 397,000 | 397,000 | - |
| Total expenditures | 693,081 | 691,944 | 1,137 |
| Net change in fund balance | (18,202) | (1,745) | 16,457 |
| **FUND BALANCE, beginning** | 278,585 | 278,585 | - |
| **FUND BALANCE, ending** | $ 260,383 | $ 276,840 | $ 16,457 |

**Williamson County, Texas**
Schedule of Revenues, Expenditures and
Changes In Fund Balance – Budget and Actual
Pearson Place Road District
For the Fiscal Year Ended September 30, 2021

| | Final | Actual | Variance Positive (Negative) |
|---|---|---|---|
| **REVENUES** | | | |
| Taxes | $ 313,520 | $ 328,772 | $ 15,252 |
| Investment earnings | 6,000 | 1,094 | (4,906) |
| Total revenues | 319,520 | 329,866 | 10,346 |
| **EXPENDITURES** | | | |
| Current | | | |
| General government | 8,781 | 8,280 | 501 |
| Debt service | | | |
| Principal | 165,000 | 165,000 | - |
| Interest and other charges | 159,200 | 159,200 | - |
| Total expenditures | 332,981 | 332,480 | 501 |
| Net change in fund balance | (13,461) | (2,614) | 10,847 |
| **FUND BALANCE, beginning** | 975,449 | 975,449 | - |
| **FUND BALANCE, ending** | $ 961,988 | $ 972,835 | $ 10,847 |

**Williamson County, Texas**
Schedule of Revenues, Expenditures and
Changes In Fund Balance – Budget and Actual
Pretrial Intervention Program
For the Fiscal Year Ended September 30, 2021

| | Final | Actual | Variance Positive (Negative) |
|---|---|---|---|
| **REVENUES** | | | |
| Charges for Services | $ 255,980 | $ 122,560 | $ (133,420) |
| Total revenues | 255,980 | 122,560 | (133,420) |
| **EXPENDITURES** | | | |
| Current | | | |
| Judicial | 255,980 | 122,560 | 133,420 |
| Total expenditures | 255,980 | 122,560 | 133,420 |
| Net change in fund balance | - | - | - |
| **FUND BALANCE, beginning** | - | - | - |
| **FUND BALANCE, ending** | $ - | $ - | $ - |

**Williamson County, Texas**
Schedule of Revenues, Expenditures and
Changes in Fund Balance – Budget and Actual
Probate Court
For the Fiscal Year Ended September 30, 2021

| | Final | Actual | Variance Positive (Negative) |
|---|---|---|---|
| **REVENUES** | | | |
| Fees of office | $ 7,200 | $ 8,706 | $ 1,506 |
| Total revenues | 7,200 | 8,706 | 1,506 |
| **EXPENDITURES** | | | |
| Current | | | |
| Judicial | 4,000 | 295 | (3,705) |
| Total expenditures | 4,000 | 295 | (3,705) |
| Net change in fund balance | 3,200 | 8,411 | 5,211 |
| **FUND BALANCE, beginning** | 66,173 | 66,173 | - |
| **FUND BALANCE, ending** | $ 69,373 | $ 74,584 | $ 5,211 |

**Williamson County, Texas**
Schedule of Revenues, Expenditures and
Changes in Fund Balance – Budget and Actual
Records Archive
For the Fiscal Year Ended September 30, 2021

| | Final | Actual | Variance Positive (Negative) |
|---|---|---|---|
| **REVENUES** | | | |
| Fees of office | $ 720,000 | $ 986,875 | $ 266,875 |
| Investment earnings | 8,400 | 5,988 | (2,412) |
| Miscellaneous | - | - | - |
| Total revenues | 728,400 | 992,863 | 264,463 |
| **EXPENDITURES** | | | |
| Current | | | |
| General government | 651,280 | 616,193 | 35,087 |
| Total expenditures | 651,280 | 616,193 | 35,087 |
| Net change in fund balance | 77,120 | 376,670 | 299,550 |
| **FUND BALANCE, beginning** | 2,432,382 | 2,432,382 | - |
| **FUND BALANCE, ending** | $ 2,509,502 | $ 2,809,052 | $ 299,550 |

**Williamson County, Texas**
Schedule of Revenues, Expenditures and
Changes in Fund Balance – Budget and Actual
Records Management and Preservation
For the Fiscal Year Ended September 30, 2021

| | Final | Actual | Variance Positive (Negative) |
|---|---|---|---|
| **REVENUES** | | | |
| Fees of office | $ 1,488,000 | $ 2,080,407 | $ 592,407 |
| Investment earnings | 10,800 | 7,086 | (3,714) |
| Miscellaneous | - | - | - |
| Total revenues | 1,498,800 | 2,087,493 | 588,693 |
| **EXPENDITURES** | | | |
| Current | | | |
| General government | 792,871 | 721,288 | 71,583 |
| Total expenditures | 792,871 | 721,288 | 71,583 |
| Net change in fund balance | 705,929 | 1,366,205 | 660,276 |
| **FUND BALANCE, beginning** | 5,281,623 | 5,281,623 | - |
| **FUND BALANCE, ending** | $ 5,987,552 | $ 6,647,828 | $ 660,276 |

**Williamson County, Texas**
Schedule of Revenues, Expenditures and
Changes in Fund Balance – Budget and Actual
Records Management
For the Fiscal Year Ended September 30, 2021

| | Final | Actual | Variance Positive (Negative) |
|---|---|---|---|
| **REVENUES** | | | |
| Fees of office | $ 67,200 | $ 67,555 | $ 355 |
| Investment earnings | 960 | 232 | (728) |
| Total revenues | 68,160 | 67,787 | (373) |
| **EXPENDITURES** | | | |
| Current | | | |
| General government | 98,703 | 49,076 | 49,627 |
| | - | - | - |
| Total expenditures | 98,703 | 49,076 | 49,627 |
| Net change in fund balance | (30,543) | 18,711 | 49,254 |
| **FUND BALANCE, beginning** | 622,887 | 622,887 | - |
| **FUND BALANCE, ending** | $ 592,344 | $ 641,598 | $ 49,254 |

**Williamson County, Texas**
Schedule of Revenues, Expenditures and
Changes in Fund Balance – Budget and Actual
Records Technology
For the Fiscal Year Ended September 30, 2021

| | Final | Actual | Variance Positive (Negative) |
|---|---|---|---|
| **REVENUES** | | | |
| Fees of office | $ 55,200 | $ 62,557 | $ 7,357 |
| Total revenues | 55,200 | 62,557 | 7,357 |
| **EXPENDITURES** | | | |
| Current | | | |
| General government | 30,831 | 10,240 | 20,591 |
| Total expenditures | 30,831 | 10,240 | 20,591 |
| Net change in fund balance | 24,369 | 52,317 | 27,948 |
| **FUND BALANCE, beginning** | 287,675 | 287,675 | - |
| **FUND BALANCE, ending** | $ 312,044 | $ 339,992 | $ 27,948 |

**Williamson County, Texas**
Schedule of Revenues, Expenditures and
Changes in Fund Balance – Budget and Actual
Regional Animal Shelter (WCRAS)
For the Fiscal Year Ended September 30, 2021

| | Final | Actual | Variance Positive (Negative) |
|---|---|---|---|
| **REVENUES** | | | |
| Charges for Service | $ 288,400 | $ 230,235 | $ (58,165) |
| Intergovernmental | 992,854 | 947,499 | (45,355) |
| Miscellaneous | 303,478 | 310,495 | 7,017 |
| Total revenues | 1,584,732 | 1,488,229 | (96,503) |
| **EXPENDITURES** | | | |
| Current | | | |
| Community services | 3,107,349 | 2,492,353 | 614,996 |
| Total expenditures | 3,107,349 | 2,492,353 | 614,996 |
| **DEFICIENCY OF REVENUES UNDER EXPENDITURES** | (1,522,617) | (1,004,124) | 518,493 |
| **OTHER FINANCING SOURCES** | | | |
| Transfers in | 1,174,950 | 1,257,112 | 82,162 |
| Total other financing sources | 1,174,950 | 1,257,112 | 82,162 |
| Net change in fund balance | (347,667) | 252,988 | 600,655 |
| **FUND BALANCE, beginning** | 69,641 | 69,641 | - |
| **FUND BALANCE, ending** | $ (278,026) | $ 322,629 | $ 600,655 |

**Williamson County, Texas**
Schedule of Revenues, Expenditures and
Changes in Fund Balance – Budget and Actual
Somerset Hills Road District No. 4
For the Fiscal Year Ended September 30, 2021

| | Final | Actual | Variance Positive (Negative) |
|---|---|---|---|
| **REVENUES** | | | |
| Taxes | $ 210,069 | $ 215,765 | $ 5,696 |
| Investment earnings | - | 3,777 | 3,777 |
| Miscellaneous | - | 940 | 940 |
| Total revenues | 210,069 | 220,482 | 10,413 |
| **EXPENDITURES** | | | |
| Current | | | |
| General government | 2,480 | 11,671 | (9,191) |
| Debt service | | | |
| Principal | 120,000 | 120,000 | - |
| Interest and other charges | 129,765 | 129,668 | 97 |
| Bond issuance fees | - | 254,660 | (254,660) |
| Total expenditures | 252,245 | 515,999 | (263,754) |
| **DEFICIENCY OF REVENUES UNDER EXPENDITURES** | (42,176) | (295,517) | (253,341) |
| **OTHER FINANCING SOURCES** | | | |
| Issuance of long-term debt | - | 5,850,000 | 5,850,000 |
| Total other financing sources | - | 5,850,000 | 5,850,000 |
| Net change in fund balance | (42,176) | 5,554,483 | 5,596,659 |
| **FUND BALANCE, beginning** | 3,690,740 | 3,690,740 | - |
| **FUND BALANCE, ending** | $ 3,648,564 | $ 9,245,223 | $ 5,596,659 |

**Williamson County, Texas**
Schedule of Revenues, Expenditures and
Changes in Fund Balance – Budget and Actual
Specialty Court
For the Fiscal Year Ended September 30, 2021

| | Final | Actual | Variance Positive (Negative) |
|---|---|---|---|
| **REVENUES** | | | |
| Fees of office | $ 16,000 | $ 20,218 | $ 4,218 |
| Miscellaneous | - | 962 | 962 |
| Total revenues | 16,000 | 21,180 | 5,180 |
| **EXPENDITURES** | | | |
| Current | | | |
| Judicial | 61,571 | 46,478 | 15,093 |
| Total expenditures | 61,571 | 46,478 | 15,093 |
| Net change in fund balance | (45,571) | (25,298) | 20,273 |
| **FUND BALANCE, beginning** | 181,551 | 181,551 | - |
| **FUND BALANCE, ending** | $ 135,980 | $ 156,253 | $ 20,273 |

**Williamson County, Texas**
Schedule of Revenues, Expenditures and
Changes in Fund Balance – Budget and Actual
JJAEP Tier II
For the Fiscal Year Ended September 30, 2021

| | Final | Actual | Variance Positive (Negative) |
|---|---|---|---|
| **REVENUES** | | | |
| Intergovernmental | $ - | $ 27,482 | $ 27,482 |
| Total revenues | - | 27,482 | 27,482 |
| **EXPENDITURES** | | | |
| Current | | | |
| Public safety | 140,498 | 34,395 | 106,103 |
| Total expenditures | 140,498 | 34,395 | 106,103 |
| Net change in fund balance | (140,498) | (6,913) | 133,585 |
| **FUND BALANCE, beginning** | 293,887 | 293,887 | - |
| **FUND BALANCE, ending** | $ 153,389 | $ 286,974 | $ 133,585 |

**Williamson County, Texas**
Schedule of Revenues, Expenditures And
Changes In Fund Balance – Budget And Actual
Tobacco
For the Fiscal Year Ended September 30, 2021

| | Final | Actual | Variance Positive (Negative) |
|---|---|---|---|
| **REVENUES** | | | |
| Intergovernmental | $ 400,000 | $ 429,290 | $ 29,290 |
| Investment income | 36,000 | 7,462 | (28,538) |
| Miscellaneous | - | 598,902 | 598,902 |
| Total revenues | 436,000 | 1,035,654 | 599,654 |
| **EXPENDITURES** | | | |
| Current | | | |
| Community services | 368,409 | 360,068 | 8,341 |
| Total expenditures | 368,409 | 360,068 | 8,341 |
| **EXCESS OF REVENUES OVER EXPENDITURES** | 67,591 | 675,586 | 607,995 |
| **OTHER FINANCING SOURCES (USES)** | | | |
| Transfers out | (160,000) | (160,000) | - |
| Total other financing sources (uses) | (160,000) | (160,000) | - |
| Net change in fund balance | (92,409) | 515,586 | 607,995 |
| **FUND BALANCE, beginning** | 5,760,899 | 5,760,899 | - |
| **FUND BALANCE, ending** | $ 5,668,490 | $ 6,276,485 | $ 607,995 |

**Williamson County, Texas**
Schedule of Revenues, Expenditures and
Changes in Fund Balance – Budget and Actual
Teen Court Program
For the Fiscal Year Ended September 30, 2021

| | Final | Actual | Variance Positive (Negative) |
|---|---|---|---|
| **REVENUES** | | | |
| Fees of office | $ 150 | $ - | $ (150) |
| Miscellaneous | 3,000 | 3,000 | - |
| Total revenues | 3,150 | 3,000 | (150) |
| **EXPENDITURES** | | | |
| Current | | | |
| Judicial | 4,312 | 316 | 3,996 |
| Total expenditures | 4,312 | 316 | 3,996 |
| Net change in fund balance | (1,162) | 2,684 | 3,846 |
| **FUND BALANCE, beginning** | 1,317 | 1,317 | - |
| **FUND BALANCE, ending** | $ 155 | $ 4,001 | $ 3,846 |

**Williamson County, Texas**
Schedule of Revenues, Expenditures and
Changes in Fund Balance – Budget and Actual
Truancy Program
For the Fiscal Year Ended September 30, 2021

| | Final | Actual | Variance Positive (Negative) |
|---|---|---|---|
| **REVENUES** | | | |
| Fees of office | $ 48,840 | $ 57,374 | $ 8,534 |
| Total revenues | 48,840 | 57,374 | 8,534 |
| **EXPENDITURES** | | | |
| Current | | | |
| Judicial | 137,289 | 58,718 | 78,571 |
| Total expenditures | 137,289 | 58,718 | 78,571 |
| Net change in fund balance | (88,449) | (1,344) | 87,105 |
| **FUND BALANCE, beginning** | 367,846 | 367,846 | - |
| **FUND BALANCE, ending** | $ 279,397 | $ 366,502 | $ 87,105 |

**Williamson County, Texas**
Schedule of Revenues, Expenditures and
Changes in Fund Balance – Budget and Actual
WC Historical Commission
For the Fiscal Year Ended September 30, 2021

| | Final | Actual | Variance Positive (Negative) |
|---|---|---|---|
| **REVENUES** | | | |
| Miscellaneous | $ 2,100 | $ 725 | $ (1,375) |
| Total revenues | 2,100 | 725 | (1,375) |
| **EXPENDITURES** | | | |
| Current | | | |
| Community service | 5,073 | 3,021 | 2,052 |
| Total expenditures | 5,073 | 3,021 | 2,052 |
| Net change in fund balance | (2,973) | (2,296) | 677 |
| **FUND BALANCE, beginning** | 8,320 | 8,320 | - |
| **FUND BALANCE, ending** | $ 5,347 | $ 6,024 | $ 677 |

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# Internal Service Funds

Internal Service Funds are used to account for the financing of goods or services provided by one department to other departments of the County on a cost-reimbursement basis.

*Benefits Program* – This fund is used to account for the accumulation and allocation of costs associated with medical and dental benefits.

*Fleet Maintenance* – This fund is used to account for the maintenance and repair of motor vehicle and related costs.

**Williamson County, Texas**
Combining Statement of Net Position
Internal Service Funds
September 30, 2021

| | Benefits Program | Fleet Management | Total |
|---|---|---|---|
| **ASSETS** | | | |
| Current assets | | | |
| Cash and investments | 12,683,270 | $ (446,772) | $ 12,236,498 |
| Accounts receivables | 659,766 | 7,966 | 667,732 |
| Inventory | - | 245,625 | 245,625 |
| Prepaid expenses | 245,733 | - | 245,733 |
| Total current assets | 13,588,769 | (193,181) | 13,395,588 |
| Non-current assets | | | |
| Capital assets | | | |
| Machinery and equipment | - | 609,917 | 609,917 |
| Less accumulated depreciation | - | (429,441) | (429,441) |
| Total non-current assets | - | 180,476 | 180,476 |
| Total assets | 13,588,769 | (12,705) | 13,576,064 |
| **LIABILITIES** | | | |
| Current liabilities | | | |
| Accounts payable | 28,601 | 262,771 | 291,372 |
| Accrued liabilities | 1,318,584 | 53,284 | 1,371,868 |
| Total current liabilities | 1,347,185 | 316,055 | 1,663,240 |
| **NET POSITION** | | | |
| Net investment in capital assets | - | 180,476 | 180,476 |
| Unrestricted | 12,241,584 | (509,236) | 11,732,348 |
| **TOTAL NET POSITION** | $ 12,241,584 | $ (328,760) | $ 11,912,824 |

**Williamson County, Texas**
Combining Statement of Revenues, Expenses
and Changes in Fund Net Position
Internal Service Funds
For the Fiscal Year Ended September 30, 2021

| | Benefits Program | Fleet Management | Total |
|---|---|---|---|
| **OPERATING REVENUES** | | | |
| Employer contributions | $ 20,623,984 | $ - | $ 20,623,984 |
| Employee contributions | 5,095,065 | - | 5,095,065 |
| Charge for services | 3,098 | 3,404,857 | 3,407,955 |
| Total operating revenues | 25,722,147 | 3,404,857 | 29,127,004 |
| **OPERATING EXPENSES** | | | |
| Claims | 15,949,421 | - | 15,949,421 |
| Insurance | 1,789,492 | - | 1,789,492 |
| Administration | 1,611,812 | - | 1,611,812 |
| Supplies and parts | - | 3,551,741 | 3,551,741 |
| Depreciation | - | 18,378 | 18,378 |
| Total operating expenses | 19,350,725 | 3,570,119 | 22,920,844 |
| **OPERATING INCOME (LOSS)** | 6,371,422 | (165,262) | 6,206,160 |
| **NON-OPERATING REVENUES (EXPENSES)** | | | |
| Interest and other revenue | 8,702 | - | 8,702 |
| Capital contributions | - | 4,164 | 4,164 |
| Total non-operating revenues (expenses) | 8,702 | 4,164 | 12,866 |
| **CHANGE IN NET POSITION** | 6,380,124 | (161,098) | 6,219,026 |
| **TOTAL NET POSITION, beginning** | 5,861,460 | (167,662) | 5,693,798 |
| **TOTAL NET POSITION, ending** | $ 12,241,584 | $ (328,760) | $ 11,912,824 |

**Williamson County, Texas**
Combining Statement of Cash Flows
Internal Service Funds
For the Fiscal Year Ended September 30, 2021

| | Benefits Program | Fleet Management | Total |
|---|---|---|---|
| **CASH FLOWS FROM OPERATING ACTIVITIES** | | | |
| Receipts from customers and users | $ 25,880,685 | $ 3,399,835 | $ 29,280,520 |
| Payments to suppliers | (17,986,670) | (3,424,207) | (21,410,877) |
| Payments to employees | (1,611,812) | - | (1,611,812) |
| Net cash flows provided (used) by operating activities | 6,282,203 | (24,372) | 6,257,831 |
| **CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES** | | | |
| Acquisition and construction of capital assets | - | (57,018) | (57,018) |
| Net cash flows used in capital and related financing activities | - | (57,018) | (57,018) |
| **CASH FLOWS FROM INVESTING ACTIVITIES** | | | |
| Investment earnings and other revenue | 8,702 | - | 8,702 |
| Net cash flows provided by investing activities | 8,702 | - | 8,702 |
| Change in cash and cash equivalents | 6,290,905 | (77,226) | 6,213,679 |
| **CASH AND CASH EQUIVALENTS, beginning** | 6,392,365 | (369,546) | 6,022,819 |
| **CASH AND CASH EQUIVALENTS, ending** | $ 12,683,270 | $ (446,772) | $ 12,236,498 |
| **RECONCILIATION OF OPERATING INCOME (LOSS) TO NET CASH PROVIDED BY (USED IN) OPERATING ACTIVITIES** | | | |
| Operating income (loss) | $ 6,371,422 | $ (165,262) | $ 6,206,160 |
| Adjustments to reconcile operating income(loss) to net cash provided by operating activities | | | |
| Depreciation | - | 18,378 | 18,378 |
| Change in assets and liabilities | | | |
| Accounts receivable | 158,538 | (5,022) | 153,516 |
| Inventory | - | 8,824 | 8,824 |
| Prepaid expenses | 79,588 | - | 79,588 |
| Accounts payable | (62,097) | 111,367 | 49,270 |
| Accrued liabilities | (265,248) | 7,343 | (257,905) |
| **NET CASH PROVIDED BY (USED IN) OPERATING ACTIVITIES** | $ 6,282,203 | $ (24,372) | $ 6,257,831 |

# Fiduciary Funds

**Custodial Funds**

Custodial Funds serve primarily as clearing mechanisms for cash resources, which are collected by a governmental unit, held as such for a brief period, and then distributed to authorized recipients.

The following comprise the County's Custodial Funds:

- Justice of the Peace Bond
- County Attorney Hot Check Restitution
- District Attorney Forfeitures
- County Clerk Trust
- District Clerk Trust
- Juvenile Services
- Mobile Outreach Program
- Sheriff's Office Inmate Trust
- Sheriff Special Cash Bond
- Tax Assessor – Collector
- Flex Benefits – UHC
- Bail Bond Collateral
- CAMPO

## Williamson County, Texas

Combining Statement of Net Position
Fiduciary Funds
For the Fiscal Year Ended September 30, 2021

| | Justice of the Peace No. 2 Bond | County Attorney Hot Checks | District Attorney Forfeitures | County Clerk | District Clerk | Juvenile Services |
|---|---|---|---|---|---|---|
| **ASSETS** | | | | | | |
| Cash and investments | $ 1,916 | $ 2,784 | $ 2,038,848 | $ 6,938,166 | $ 5,441,453 | $ 364,252 |
| Accounts receivable | - | - | - | - | - | - |
| Prepaids | - | - | - | - | - | - |
| **TOTAL ASSETS** | 1,916 | 2,784 | 2,038,848 | 6,938,166 | 5,441,453 | 364,252 |
| **LIABILITIES** | | | | | | |
| Accounts payable | - | - | - | - | - | - |
| Due to other governments | - | - | - | - | - | - |
| Total liabilities | - | - | - | - | - | - |
| **NET POSITION** | | | | | | |
| Individuals, organizations, and other governments | 1,916 | 2,784 | 2,038,848 | 6,938,166 | 5,441,453 | 364,252 |
| **TOTAL NET POSITION** | $ 1,916 | $ 2,784 | $ 2,038,848 | $ 6,938,166 | $ 5,441,453 | $ 364,252 |

| Mobile Outreach | Sheriff's Office Inmate Trust | Sheriff's Office Cash Bond | Tax Assessor-Collector | UHC Flex | Bail Bonds | CAMPO | Total Custodial Funds |
|---|---|---|---|---|---|---|---|
| $ 5,123 | $ 158,818 | $ 210,500 | $ 11,371,617 | $ 178,946 | $ 4,072,325 | $ - | $ 30,784,748 |
| - | - | - | - | - | - | 1,211,157 | 1,211,157 |
| - | - | - | - | - | - | 36,648 | 36,648 |
| 5,123 | 158,818 | 210,500 | 11,371,617 | 178,946 | 4,072,325 | 1,247,805 | 32,032,553 |
| - | - | - | - | - | - | 996,793 | 996,793 |
| - | - | - | - | - | - | 291,229 | 291,229 |
| - | - | - | - | - | - | 1,288,022 | 1,288,022 |
| 5,123 | 158,818 | 210,500 | 11,371,617 | 178,946 | 4,072,325 | (40,217) | 30,744,531 |
| $ 5,123 | $ 158,818 | $ 210,500 | $ 11,371,617 | $ 178,946 | $ 4,072,325 | $ (40,217) | $ 30,744,531 |

**Williamson County, Texas**
Combining Statement of Revenues, Expenses
and Changes in Net Position
Fiduciary Funds
For the Fiscal Year Ended September 30, 2021

| | JP2 Bond | County Attorney Hot Checks | District Attorney Forfeitures | County Clerk | District Clerk | Juvenile Services |
|---|---|---|---|---|---|---|
| **ADDITIONS** | | | | | | |
| Tax Collections from other governments | $ - | $ - | $ - | $ - | $ - | $ - |
| Fees for other government | - | 2,564 | - | 479,831 | 474,000 | - |
| Fees from other governments | - | - | - | - | - | - |
| Held for Others | 7,250 | 28,273 | 409,333 | 13,761,197 | 3,874,345 | 50,543 |
| Interest Income | - | - | 2,122 | 11,322 | 730 | 18 |
| Total additions | 7,250 | 30,837 | 411,455 | 14,252,350 | 4,349,075 | 50,561 |
| **DEDUCTIONS** | | | | | | |
| Payments to other governments | - | 2,564 | 448,035 | 207,546 | 205,456 | 29,735 |
| Payments to individuals | 6,200 | 30,582 | - | 13,739,147 | 769,687 | 24,598 |
| Total deductions | 6,200 | 33,146 | 448,035 | 13,946,693 | 975,143 | 54,333 |
| **NET INCREASE (DECREASE) IN FIDUCIARY NET POSITION** | 1,050 | (2,309) | (36,580) | 305,657 | 3,373,932 | (3,772) |
| **NET POSITION - BEGINNING OF YEAR, AS ORIGINALLY STATED** | - | - | - | - | - | - |
| Cumulative effect of adoption of GASB84 | 866 | 5,093 | 2,075,428 | 6,632,509 | 2,067,521 | 368,024 |
| **NET POSITION - BEGINNING OF YEAR, AS RESTATED** | 866 | 5,093 | 2,075,428 | 6,632,509 | 2,067,521 | 368,024 |
| **NET POSITION - END OF YEAR** | $ 1,916 | $ 2,784 | $ 2,038,848 | $ 6,938,166 | $ 5,441,453 | $ 364,252 |

| Mobile Outreach | SO Inmate Trust | SO Cash Bond | Tax Assessor-Collector | UHC Flex | Bail Bonds | CAMPO | Total Custodial Funds |
|---|---|---|---|---|---|---|---|
| $ - | $ - | $ - | $ 2,351,819,198 | $ - | $ - | $ - | $ 2,351,819,198 |
| - | - | - | - | - | - | - | 956,395 |
| 14,641 | - | - | - | - | - | - | 14,641 |
| - | 1,597,510 | 1,292,139 | 5,791,449 | 769,064 | 355,059 | 4,353,008 | 32,289,170 |
| - | - | - | 26,974 | - | - | - | 41,166 |
| 14,641 | 1,597,510 | 1,292,139 | 2,357,637,621 | 769,064 | 355,059 | 4,353,008 | 2,385,120,570 |
| - | - | 1,092,448 | 375,185,086 | - | - | 110,347 | 377,281,217 |
| 14,798 | 1,548,233 | 27,201 | 1,982,355,817 | 764,960 | 15,000 | 3,602,282 | 2,002,898,505 |
| 14,798 | 1,548,233 | 1,119,649 | 2,357,540,903 | 764,960 | 15,000 | 3,712,629 | 2,380,179,722 |
| (157) | 49,277 | 172,490 | 96,718 | 4,104 | 340,059 | 640,379 | 4,940,848 |
| - | - | - | - | - | - | - | - |
| 5,280 | 109,541 | 38,010 | 11,274,899 | 174,842 | 3,732,266 | (680,596) | 25,803,683 |
| 5,280 | 109,541 | 38,010 | 11,274,899 | 174,842 | 3,732,266 | (680,596) | 25,803,683 |
| $ 5,123 | $ 158,818 | $ 210,500 | $ 11,371,617 | $ 178,946 | $ 4,072,325 | $ (40,217) | $ 30,744,531 |

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# Statistical Section
# (Unaudited)

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This portion of Williamson County's comprehensive annual financial report presents multiple years of data to provide a historical perspective for understanding the information available in the financial statements, note disclosures, and required supplementary information and for assessing the County's overall financial health.

## Contents


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**Financial Trends** 148
These schedules contain trend information to help the reader understand how the County's financial performance and well-being have changed over time.

**Revenue Capacity** 152
These schedules contain trend information to help the reader assess the County's most significant local revenue resource.

**Debt Capacity** 157
These schedules contain trend information to help the reader assess the affordability of the County's current levels of outstanding debt and the County's ability to issue additional debt in the future.

**Economic and Demographic Indicators** 162
These schedules contain economic and demographic information to help the reader understand the environment within which the County's financial activities take place.

**Operating Information** 164
These schedules contain service and infrastructure data to help the reader understand how the information in the County's financial report relates to the services and activities performed by the County.

**Miscellaneous Information** 168
These pages contain additional data about the area, communities, colleges, medical facilities, and County government offices.

**Williamson County, Texas** **Table 1**

Net Position by Component
Last Ten Fiscal Years
(Full Accrual Basis of Accounting)

| | Fiscal Year | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | 2021 | 2020 | 2019 | 2018 | 2017 | 2016 | 2015 | 2014 | 2013 | 2012 |
| Government activities | | | | | | | | | | |
| Net investment in capital assets | $ 270,544,977 | $ 716,022,842 | $ 637,304,132 | $ 388,681,714 | $ 412,098,469 | $ 365,342,452 | $ 445,160,755 | $ 253,798,426 | $ 264,889,158 | $206,599,134 |
| Restricted | 606,279,506 | 70,967,293 | 60,512,370 | 76,157,795 | 61,342,122 | 49,879,697 | 42,611,846 | 35,850,736 | 32,752,322 | 38,938,961 |
| Unassigned | (168,337,998) | (221,331,942) | (250,047,739) | (115,140,490) | (222,463,184) | (287,988,424) | (348,784,532) | (174,517,303) | (183,515,394) | (38,966,492) |
| **Total Government activities net position** | $ 708,486,485 | $ 565,658,193 | $ 447,768,763 | $ 349,699,019 | $ 250,977,407 | $ 127,233,725 | $ 138,988,069 | $ 115,131,859 | $ 114,126,086 | $ 206,571,603 |
| Primary Government | | | | | | | | | | |
| Invested in capital assets, net of related debt | $ 270,544,977 | $ 716,022,842 | $ 637,304,132 | $ 388,681,714 | $ 412,098,469 | $ 365,342,452 | $ 445,160,755 | $ 253,798,426 | $ 264,889,158 | $206,599,134 |
| Restricted | 606,279,506 | 70,967,293 | 60,512,370 | 76,157,795 | 61,342,122 | 49,879,697 | 42,611,846 | 35,850,736 | 32,752,322 | 38,938,961 |
| Unassigned | (168,337,998) | (221,331,942) | (250,047,739) | (115,140,490) | (222,463,184) | (287,988,424) | (348,784,532) | (174,517,303) | (183,515,394) | (38,966,492) |
| **Total primary government net position** | $ 708,486,485 | $ 565,658,193 | $ 447,768,763 | $ 349,699,019 | $ 250,977,407 | $ 127,233,725 | $ 138,988,069 | $ 115,131,859 | $ 114,126,086 | $ 206,571,603 |

Source: Comprehensive Annual Financial Report

Notes:

Financial data includes Avery Ranch, Pearson Place, Northwoods and Somerset Hills No. 4 Road Districts (blended component units).

The County is not currently engaged in any business-type activities, and accordingly, does not present business -type information above.

# Williamson County, Texas

**Table 2**

Changes in Net Position
Last Ten Fiscal Years
(Full Accrual Basis of Accounting)

| | Fiscal Year | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | 2021 | 2020 | 2019 | 2018 | 2017 | 2016 | 2015 | 2014 | 2013 | 2012 |
| **Expenses** | | | | | | | | | | |
| Government activities: | | | | | | | | | | |
| General government | $ 81,509,475 | $ 95,818,018 | $ 58,051,710 | $ 54,797,454 | $ 34,560,332 | $ 48,471,235 | $ 33,113,079 | $ 32,522,582 | $ 30,908,617 | $ 30,302,088 |
| Public safety | 97,377,417 | 109,312,387 | 116,707,999 | 99,809,010 | 69,592,308 | 115,818,653 | 87,932,683 | 88,098,767 | 80,001,178 | 79,174,507 |
| Transportation support | 92,821,273 | 81,453,260 | 62,487,644 | 72,329,109 | 55,114,815 | 99,775,558 | 78,977,229 | 87,436,401 | 185,691,679 | 58,930,917 |
| Judicial | 27,235,265 | 30,242,867 | 33,832,980 | 27,337,346 | 18,656,716 | 31,025,054 | 23,581,105 | 22,685,570 | 20,693,148 | 20,150,173 |
| Community services | 31,102,956 | 30,383,602 | 48,664,236 | 32,584,267 | 15,685,849 | 21,383,743 | 18,727,680 | 16,796,646 | 16,431,859 | 12,808,543 |
| Conservation | 962,046 | 1,373,775 | 709,525 | 369,119 | 1,300,206 | 560,710 | 407,345 | 347,751 | 773,438 | 676,913 |
| Interest on long term debt | 35,118,001 | 40,758,044 | 38,255,649 | 40,588,916 | 39,492,764 | 41,283,450 | 40,308,534 | 35,634,706 | 33,244,626 | 36,995,878 |
| Total government activities expenses | 366,126,433 | 389,341,953 | 358,709,743 | 327,815,221 | 234,402,990 | 358,318,403 | 283,047,655 | 283,522,423 | 367,744,545 | 239,039,019 |
| Total primary government expenses | 366,126,433 | 389,341,953 | 358,709,743 | 327,815,221 | 234,402,990 | 358,318,403 | 283,047,655 | 283,522,423 | 367,744,545 | 239,039,019 |
| **Program Revenues** | | | | | | | | | | |
| Government activities | | | | | | | | | | |
| Fees, Fines and Charges for Services: | | | | | | | | | | |
| General government | $ 29,566,682 | $ 22,780,725 | $ 19,619,138 | $ 18,442,156 | $ 17,726,272 | $ 16,936,279 | $ 15,659,297 | $ 13,561,355 | $ 12,991,449 | $ 10,862,040 |
| Public safety | 13,335,568 | 12,527,369 | 13,466,619 | 14,595,110 | 13,330,502 | 12,310,097 | 14,976,278 | 15,081,873 | 15,954,635 | 14,108,707 |
| Transportation support | 10,019,724 | 8,821,259 | 9,016,332 | 7,807,781 | 5,901,946 | 6,267,221 | 6,155,099 | 5,944,938 | 5,311,044 | 5,111,192 |
| Judicial | 3,669,049 | 4,471,701 | 5,160,524 | 5,465,161 | 6,487,199 | 5,920,681 | 6,019,784 | 6,862,678 | 7,036,985 | 6,924,358 |
| Community services | 2,468,687 | 2,395,247 | 2,251,911 | 267,917 | 3,694,941 | 2,515,080 | 1,613,488 | 1,610,982 | 1,579,830 | 1,460,491 |
| Conservation | 499,466 | 2,136,744 | 1,268,122 | 1,974,710 | - | - | - | - | - | - |
| Operating grants and contributions | 53,433,019 | 64,303,593 | 13,699,587 | 17,125,735 | 7,389,422 | 7,021,670 | 7,327,581 | 11,059,515 | 16,559,081 | 17,329,641 |
| Capital grants and contributions | 36,176,049 | 49,873,724 | 68,415,425 | 48,139,969 | 54,957,868 | 63,114,526 | 59,565,089 | 49,107,663 | 40,505,315 | 14,209,320 |
| Total governmental activities program revenues | 149,168,244 | 167,310,362 | 132,897,658 | 113,818,539 | 109,488,150 | 114,085,554 | 111,316,616 | 103,229,004 | 99,938,339 | 70,005,749 |
| Total primary government program revenues | 149,168,244 | 167,310,362 | 132,897,658 | 113,818,539 | 109,488,150 | 114,085,554 | 111,316,616 | 103,229,004 | 99,938,339 | 70,005,749 |
| Net (Expense) Revenue | | | | | | | | | | |
| Government Activities | (216,958,189) | (222,031,591) | (225,812,085) | (213,996,682) | (124,914,840) | (244,232,849) | (171,731,039) | (180,293,419) | (267,806,206) | (169,033,270) |
| Total Primary government net expense | (216,958,189) | (222,031,591) | (225,812,085) | (213,996,682) | (124,914,840) | (244,232,849) | (171,731,039) | (180,293,419) | (267,806,206) | (169,033,270) |
| **General Revenues and other Changes in Net Position** | | | | | | | | | | |
| Government Activities: | | | | | | | | | | |
| Taxes: | | | | | | | | | | |
| Property taxes, levied for general purposes | 171,768,414 | 163,932,640 | 146,561,112 | 120,231,990 | 140,500,042 | 128,577,499 | 116,814,321 | 104,957,462 | 99,126,344 | 97,647,471 |
| Property taxes, levied for farm to market | 29,432,670 | 27,439,690 | 25,264,772 | 23,002,816 | 20,691,651 | 18,552,068 | 16,521,025 | 14,681,846 | 13,815,558 | 10,261,395 |
| Property taxes, levied for debt service | 139,783,452 | 127,048,877 | 122,161,032 | 129,065,600 | 88,542,902 | 79,408,330 | 70,940,367 | 63,279,169 | 59,780,481 | 58,518,962 |
| Other taxes | 16,291,760 | 11,304,726 | 15,533,141 | 31,775,438 | 1,497,202 | 1,328,610 | 1,118,611 | 987,258 | 712,987 | 561,950 |
| Investment earnings | 2,325,656 | 9,818,234 | 14,119,674 | 8,477,449 | 4,713,739 | 2,826,060 | 1,291,116 | 564,343 | 739,574 | 1,048,743 |
| Miscellaneous | 184,529 | 376,854 | 242,098 | 165,001 | 2,014,239 | 1,785,938 | 2,602,864 | 3,464,348 | 1,185,745 | 913,672 |
| Total Governmental Activities | 359,786,481 | 339,921,021 | 323,881,829 | 312,718,294 | 257,959,775 | 232,478,505 | 209,288,304 | 187,934,426 | 175,360,689 | 168,952,193 |
| Total Primary Government | 359,786,481 | 339,921,021 | 323,881,829 | 312,718,294 | 257,959,775 | 232,478,505 | 209,288,304 | 187,934,426 | 175,360,689 | 168,952,193 |
| Change in Net Position | | | | | | | | | | |
| Governmental Activities | 142,828,292 | 117,889,430 | 98,069,744 | 98,721,612 | 133,044,935 | (11,754,344) | 37,557,265 | 7,641,007 | (92,445,517) | (81,077) |
| Total Primary Government | $ 142,828,292 | $ 117,889,430 | $ 98,069,744 | $ 98,721,612 | $ 133,044,935 | $ (11,754,344) | $ 37,557,265 | $ 7,641,007 | $ (92,445,517) | $ (81,077) |
| **Prior period adjustment** | $ - | $ - | | $ - | $ (9,301,253) | | $ - | $ - | $ - | $ 49,566,028 |

Source: Comprehensive Annual Financial Report

Notes:

Financial data includes Avery Ranch, Pearson Place, Northwoods and Somerset Hills No. 4 Road Districts (blended component units).

**Williamson County, Texas** **Table 3**

Fund Balances
Governmental Funds
Last Ten Fiscal Years
(Modified Accrual Basis of Accounting)

| | Fiscal Year | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | 2021 | 2020 | 2019 | 2018 | 2017 | 2016 | 2015 | 2014 | 2013 | 2012 |
| General fund | | | | | | | | | | |
| Nonspendable | $ 638,440 | $ 667,944 | $ 721,804 | $ 824,721 | $ 811,865 | $ 857,744 | $ 885,700 | $ 940,866 | $ 1,361,210 | $ 1,100,387 |
| Committed | 36,528,891 | 32,074,882 | 28,263,350 | 19,350,387 | 12,071,125 | 3,534,167 | 5,475,348 | 4,926,787 | 2,753,462 | 36,198 |
| Unassigned | 130,659,577 | 106,276,815 | 91,171,890 | 93,426,415 | 86,343,485 | 82,585,995 | 77,142,946 | 69,784,418 | 72,282,339 | 73,795,666 |
| **Total general fund** | $ 167,826,908 | $ 139,019,641 | $ 120,157,044 | $ 113,601,523 | $ 99,226,475 | $ 86,977,906 | $ 83,503,994 | $ 75,652,071 | $ 76,397,011 | $ 74,932,251 |
| All other governmental funds | | | | | | | | | | |
| Nonspendable | $ 666,271 | $ 698,223 | $ 60,825,881 | $ 441,530 | $ 388,907 | $ 104,332,262 | $ 116,846,937 | $ 127,582,740 | $ 131,595,069 | $ 445,019 |
| Restricted | 706,318,903 | 564,824,052 | 255,034,997 | 381,821,552 | 374,809,973 | 335,794,554 | 345,228,101 | 208,524,559 | 122,870,856 | 288,414,746 |
| Committed | - | - | - | - | - | - | - | - | 760,215 | 1,366,480 |
| Unassigned, reported in: | | | | | | | | | | |
| Special Revenue Fund | - | - | - | (32,907) | - | - | - | - | (3,201) | - |
| **Total all other governmental funds** | $ 706,985,174 | $ 565,522,275 | $ 315,860,878 | $ 382,230,175 | $ 375,198,880 | $ 440,126,816 | $ 462,075,038 | $ 336,107,299 | $ 255,222,939 | $ 290,226,245 |

Source: Comprehensive Annual Financial Report

Notes:

Financial data includes Avery Ranch, Pearson Place, Northwoods and Somerset Hills No. 4 Road Districts (blended component units).

In fiscal year 2011, the County implemented GASB 54 which changed the fund balance classifications presented above. Refer to the Note 3 on basic financial statements for further information.

* Incudes encumbrances and prepaid items.

# Williamson County, Texas

**Table 4**

Changes in Fund Balances
Governmental Funds
Last Ten Fiscal Years
(Modified Accrual Basis of Accounting)

| | Fiscal Year | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | 2021 | 2020 | 2019 | 2018 | 2017 | 2016 | 2015 | 2014 | 2013 | 2012 |
| REVENUES | | | | | | | | | | |
| Taxes | $ 356,796,154 | $ 329,776,593 | $ 309,654,849 | $ 303,321,453 | $ 251,551,065 | $ 227,954,402 | $ 205,237,263 | $ 184,102,492 | $ 173,039,011 | $ 167,093,325 |
| Fees of office | 23,609,021 | 19,753,745 | 19,600,375 | 17,967,236 | 18,408,551 | 17,991,608 | 16,644,320 | 15,051,769 | 14,833,479 | 12,954,173 |
| Fines and forfeitures | 2,007,876 | 2,294,774 | 3,268,799 | 4,800,979 | 3,514,690 | 3,264,463 | 3,671,853 | 4,551,770 | 4,320,898 | 3,975,297 |
| Charges for services | 48,699,982 | 18,140,575 | 11,216,001 | 16,291,536 | 11,335,018 | 12,406,825 | 14,269,803 | 20,137,133 | 31,786,143 | 23,109,980 |
| Intergovernmental | 20,658,080 | 55,861,777 | 17,710,468 | 16,152,728 | 15,057,500 | 14,903,803 | 16,044,809 | 16,485,490 | 15,630,864 | 13,979,270 |
| Motor vehicle registration | 5,794,859 | 5,301,340 | 5,412,380 | 5,131,450 | 4,850,250 | 4,896,590 | 4,521,887 | 4,851,806 | 4,905,182 | 4,931,746 |
| Investment earnings | 2,316,954 | 9,788,825 | 14,042,511 | 8,424,121 | 4,675,363 | 2,811,197 | 1,248,350 | 560,000 | 734,809 | 1,043,465 |
| Miscellaneous | 11,827,129 | 16,208,702 | 7,723,409 | 5,430,887 | 5,225,020 | 2,420,846 | 5,821,987 | 4,070,263 | 1,739,117 | 2,696,797 |
| Total Revenues | 471,710,055 | 457,126,331 | 388,628,792 | 377,520,390 | 314,617,457 | 286,649,734 | 267,460,272 | 249,810,723 | 246,989,503 | 229,784,053 |
| EXPENDITURES | | | | | | | | | | |
| General government | 83,255,796 | 90,628,083 | 46,448,317 | 49,906,736 | 41,042,745 | 32,771,043 | 30,565,849 | 29,166,461 | 28,338,383 | 27,475,074 |
| Public safety | 97,606,790 | 98,014,783 | 95,144,618 | 90,317,289 | 87,083,604 | 83,385,196 | 80,998,693 | 79,103,035 | 73,476,288 | 71,801,965 |
| Transportation support | 56,686,628 | 56,406,448 | 54,415,845 | 62,272,488 | 49,588,767 | 46,317,285 | 42,642,651 | 49,468,705 | 47,230,638 | 63,987,750 |
| Judicial | 28,485,809 | 28,434,116 | 29,002,842 | 26,009,286 | 24,302,479 | 23,301,897 | 22,482,926 | 21,054,436 | 19,504,540 | 18,767,804 |
| Community services | 30,553,089 | 28,074,843 | 44,502,247 | 30,036,178 | 17,909,180 | 16,474,180 | 17,081,838 | 14,891,428 | 14,755,545 | 10,995,460 |
| Conservation | 962,046 | 759,147 | 570,742 | 365,588 | 397,307 | 308,850 | 407,345 | 347,751 | 773,438 | 676,913 |
| Capital outlay | | 88,596,988 | 67,404,676 | 71,816,984 | 62,980,025 | 37,121,889 | 27,084,792 | 26,185,167 | 43,503,998 | 34,621,156 |
| Debt Service | 59,014,956 | | | | | | | | | |
| Principal | 40,895,522 | 49,121,210 | 74,142,796 | 50,422,241 | 47,744,735 | 51,568,941 | 41,150,000 | 35,955,107 | 34,316,148 | 28,442,621 |
| Interest | 24,772,451 | 45,547,639 | 34,940,444 | 36,735,087 | 35,945,914 | 39,704,479 | 35,162,235 | 33,779,930 | 34,151,447 | 37,850,525 |
| Bond issuance costs | 2,410,395 | 2,577,613 | 5,450,147 | 19,971,098 | - | - | - | - | - | - |
| Payment to bond escrow agent | 83,153,675 | 41,974,821 | 262,193 | 782,916 | 841,179 | 1,248,338 | 2,669,173 | 1,021,908 | 1,213,658 | 2,103,426 |
| Total expenditures | 507,797,157 | 530,135,691 | 452,284,867 | 438,635,891 | 367,835,935 | 332,202,098 | 300,245,502 | 290,973,928 | 297,264,083 | 296,722,694 |
| EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES | (36,087,102) | (73,009,360) | (63,656,075) | (61,115,501) | (53,218,478) | (45,552,364) | (32,785,230) | (41,163,205) | (50,274,580) | (66,938,641) |
| OTHER FINANCING SOURCES (USES) | | | | | | | | | | |
| Transfers in | 25,136,452 | 42,896,535 | 30,316,939 | 24,490,605 | 18,783,537 | 13,473,488 | 17,530,126 | 17,385,872 | 18,138,712 | 7,918,291 |
| Transfers out | (25,136,452) | (42,896,535) | (29,516,939) | (24,490,605) | (18,783,537) | (13,473,488) | (17,530,126) | (17,385,872) | (18,132,463) | (7,918,291) |
| Proceeds from sale of capital assets | 1,236,480 | 258,134 | 570,887 | 4,592,075 | 455,502 | 428,175 | 353,219 | 354,481 | 366,489 | 229,783 |
| Proceeds from capital lease | - | - | - | 2,156,875 | 1,214,557 | - | - | - | - | - |
| Payment to bond escrow agent | (196,163,891) | (11,652,168) | (3,696,000) | - | (60,823,844) | (65,104,636) | (189,149,021) | - | (110,662,302) | (214,803,039) |
| Bond discount | - | (396,458) | (12,594) | (320,576) | - | (36,478) | (227,380) | - | - | (386,008) |
| Bond premium | 26,494,279 | 45,513,846 | 285,006 | 4,233,470 | 7,942,896 | 11,075,993 | 24,851,074 | 9,764,144 | 7,395,598 | 31,620,531 |
| Bond issued | 374,790,400 | 307,810,000 | 5,895,000 | 71,860,000 | 51,750,000 | 80,715,000 | 330,780,000 | 111,280,000 | 119,630,000 | 194,680,000 |
| Total other Financing Sources (Uses): | 206,357,268 | 341,533,354 | 3,842,299 | 82,521,844 | 539,111 | 27,078,054 | 166,607,892 | 121,398,625 | 16,736,034 | 11,341,267 |
| **NET CHANGE IN FUND BALANCES** | $ 170,270,166 | $ 268,523,994 | $ (59,813,776) | $ 21,406,343 | $ (52,679,367) | $ (18,474,310) | $ 133,822,662 | $ 80,235,420 | $ (33,538,546) | $ (55,597,374) |
| **PRIOR PERIOD ADJUSTMENT** | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ 49,566,028 |
| Debt services (principal & interest) as percentage of noncapital expenditures | 35.0% | 30.9% | 28.4% | 24.0% | 27.5% | 31.2% | 26.3% | 24.3% | 27.5% | 26.1% |

Source: Comprehensive Annual Financial Report

Note:
Financial data includes Avery Ranch, Pearson Place, Northwoods and Somerset Hills No. 4 Road Districts (blended component units).

**Williamson County, Texas** **Table 5**

Assessed Value and Actual Value of Taxable Property
Last Ten Fiscal Years
(Unaudited)

| Fiscal Year | Residential Property | Commercial Property | Other Property | Personal Property | Less: Tax-Exempt Property | Total Taxable Assessed Value | Total Direct Tax Rate |
|---|---|---|---|---|---|---|---|
| 2021 | $ 53,402,336,541 | $ 26,299,386,015 | $ 5,682,012,059 | $ 4,454,162,388 | $ 14,471,455,332 | $ 75,366,441,671 | 0.418719 |
| 2020 | 50,350,231,338 | 24,678,691,568 | 5,307,565,816 | 4,441,369,590 | 13,902,292,181 | 70,875,566,131 | 0.418719 |
| 2019 | 46,320,016,540 | 23,006,806,811 | 5,000,082,568 | 4,042,512,946 | 13,207,399,793 | 65,162,019,072 | 0.419029 |
| 2018 | 41,823,592,942 | 20,851,362,886 | 4,875,057,090 | 3,785,429,994 | 12,303,245,704 | 59,032,197,208 | 0.426529 |
| 2017 | 37,548,206,067 | 19,013,496,088 | 4,731,623,356 | 3,576,829,388 | 11,622,746,626 | 53,247,408,273 | 0.436529 |
| 2016 | 33,460,572,390 | 17,123,217,809 | 4,392,702,538 | 3,418,803,516 | 10,977,773,906 | 47,417,522,347 | 0.441529 |
| 2015 | 29,587,478,395 | 15,422,168,902 | 4,336,197,330 | 3,165,493,480 | 10,568,711,913 | 41,942,626,194 | 0.446529 |
| 2014 | 25,488,470,689 | 13,990,566,361 | 3,979,136,557 | 2,943,383,260 | 9,257,107,767 | 37,144,449,100 | 0.449029 |
| 2013 | 23,904,564,642 | 13,332,025,999 | 4,017,799,750 | 2,715,642,405 | 8,913,356,944 | 35,056,675,852 | 0.449029 |
| 2012 | 23,316,653,461 | 12,579,062,940 | 4,089,036,731 | 2,516,944,446 | 8,586,848,425 | 33,914,849,153 | 0.457687 |

**Road and Bridge**

| Fiscal Year | Residential Property | Commercial Property | Other Property | Personal Property | Less: Tax-Exempt Property | Total Taxable Assessed Value | Direct Tax Rate |
|---|---|---|---|---|---|---|---|
| 2021 | $ 53,402,402,705 | $ 26,299,386,535 | $ 568,392,059 | $ 4,454,162,388 | $ 13,697,518,096 | $ 71,026,825,591 | 0.040000 |
| 2020 | 50,350,291,353 | 24,678,692,115 | 5,307,565,816 | 4,441,369,590 | 13,356,109,949 | 71,421,808,925 | 0.040000 |
| 2019 | 46,320,075,994 | 23,006,807,358 | 5,000,082,568 | 4,042,512,946 | 12,693,788,027 | 65,675,690,839 | 0.040000 |
| 2018 | 41,823,614,820 | 20,851,386,573 | 4,875,057,090 | 3,785,429,994 | 11,829,184,790 | 59,506,303,687 | 0.040000 |
| 2017 | 37,548,223,900 | 19,013,614,884 | 4,731,623,356 | 3,576,829,388 | 11,182,535,028 | 53,687,756,500 | 0.040000 |
| 2016 | 33,460,583,239 | 17,123,218,356 | 4,392,702,538 | 3,418,803,516 | 10,571,189,710 | 47,824,117,939 | 0.040000 |
| 2015 | 29,587,485,425 | 15,422,206,819 | 4,336,197,330 | 3,165,493,480 | 10,197,587,059 | 42,313,795,995 | 0.040000 |
| 2014 | 25,488,480,238 | 13,990,566,361 | 3,979,136,557 | 2,943,383,260 | 8,919,988,694 | 37,481,577,722 | 0.040000 |
| 2013 | 23,904,574,191 | 13,332,025,999 | 4,017,799,750 | 2,715,642,405 | 8,612,776,947 | 35,357,265,398 | 0.040000 |
| 2012 | 23,316,653,461 | 12,579,062,940 | 4,089,036,731 | 2,516,944,446 | 8,329,968,260 | 34,171,729,318 | 0.030000 |

Source:
Williamson County Appraisal District

Notes:
Property is required to be reappraised at least once every three years according to Texas Tax Code Section 26.18(b).

Property is assessed at actual value; therefore, the assessed values are equal to actual value.

Tax rates are per $100 of assessed value.

The assessed values represent the Appraisal Review Board's approved totals from the last supplement as the respective fiscal year end.

# Williamson County, Texas

**Table 6**

Direct and Overlapping Property Tax Rate
(Per $100 Assessed Value)
Last Ten Fiscal Years
(Unaudited)

| | Fiscal Year | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | 2021 | 2020 | 2019 | 2018 | 2017 | 2016 | 2015 | 2014 | 2013 | 2012 |
| County direct rates | | | | | | | | | | |
| General | $ 0.251529 | $ 0.251529 | $ 0.251529 | $ 0.259029 | $ 0.269029 | $ 0.274029 | $ 0.279029 | $ 0.281529 | $ 0.281529 | $ 0.287687 |
| Debt Service | 0.167190 | 0.167190 | 0.167500 | 0.167500 | 0.167500 | 0.167500 | 0.167500 | 0.167500 | 0.167500 | 0.170000 |
| Road & Bridge | 0.040000 | 0.040000 | 0.040000 | 0.040000 | 0.040000 | 0.040000 | 0.040000 | 0.040000 | 0.040000 | 0.030000 |
| Total direct rate | 0.458719 | 0.458719 | 0.459029 | 0.466529 | 0.476529 | 0.481529 | 0.486529 | 0.489029 | 0.489029 | 0.487687 |
| City and Town rates | | | | | | | | | | |
| Austin | 0.533500 | 0.443100 | 0.440300 | 0.444800 | 0.441800 | 0.458900 | 0.480900 | 0.502700 | 0.502900 | 0.481100 |
| Bartlett | N/A | 0.425800 | 0.473800 | 0.516800 | 0.580100 | 0.578200 | 0.579100 | 0.580000 | 0.590200 | 0.588300 |
| Cedar Park | 0.446977 | 0.447000 | 0.449000 | 0.457500 | 0.470000 | 0.479500 | 0.485000 | 0.492500 | 0.493501 | 0.493501 |
| Coupland | 0.237459 | 0.250000 | 0.250000 | 0.250000 | 0.250000 | 0.250000 | 0.250000 | 0.250000 | N/A | N/A |
| Florence | 0.720000 | 0.705019 | 0.643509 | 0.700000 | 0.704030 | 0.717906 | 0.712892 | 0.773998 | 0.784714 | 0.741697 |
| Georgetown | 0.418000 | 0.420000 | 0.420000 | 0.420000 | 0.424000 | 0.434000 | 0.434000 | 0.439500 | 0.410000 | 0.387500 |
| Granger | 0.745621 | 0.754136 | 0.678557 | 0.765316 | 0.807429 | 0.836986 | 0.869470 | 0.884745 | 0.877164 | 0.888817 |
| Hutto | 0.600000 | 0.631351 | 0.515171 | 0.515171 | 0.520443 | 0.528500 | 0.528691 | 0.528691 | 0.528691 | 0.516545 |
| Jarrell | 0.419500 | 0.419500 | 0.419500 | 0.419500 | 0.419580 | 0.430000 | 0.431233 | 0.447980 | 0.469854 | 0.469854 |
| Leander | 0.536867 | 0.541867 | 0.551867 | 0.577867 | 0.599000 | 0.632920 | 0.652920 | 0.667920 | 0.670420 | 0.670420 |
| Liberty Hill | 0.454559 | 0.490187 | 0.500000 | 0.500000 | 0.500000 | 0.527842 | 0.536426 | 0.536426 | 0.536426 | 0.442573 |
| Pflugerville | 0.486300 | 0.497600 | 0.497600 | 0.539900 | 0.539900 | 0.540500 | 0.533600 | 0.573600 | 0.594000 | 0.599000 |
| Round Rock | 0.439000 | 0.439000 | 0.420000 | 0.430000 | 0.425000 | 0.414650 | 0.414650 | 0.419490 | 0.420350 | 0.423210 |
| Taylor | 0.809215 | 0.809215 | 0.788000 | 0.798000 | 0.803893 | 0.813893 | 0.813893 | 0.813893 | 0.813893 | 0.813893 |
| Thorndale | N/A | 0.750000 | 0.750000 | 0.820000 | 0.780000 | 0.810000 | 0.810000 | 0.833300 | 0.823600 | 0.840000 |
| Thrall | 0.596285 | 0.597740 | 0.643336 | 0.652805 | 0.470773 | 0.474446 | 0.490000 | 0.499648 | 0.489556 | 0.504140 |
| Weir | 0.227259 | 0.223293 | 0.223293 | 0.212370 | 0.222637 | 0.242648 | 0.246484 | 0.272230 | 0.269884 | 0.265234 |
| School District rates | | | | | | | | | | |
| Bartlett | N/A | 1.083800 | 1.154680 | 1.154680 | 1.154680 | 1.154680 | 1.154680 | 1.154680 | 1.154680 | 1.154680 |
| Burnet Consolidated | N/A | 1.185000 | 1.260000 | 1.280000 | 1.320000 | 1.330000 | 1.262500 | 1.262500 | 1.262500 | 1.270000 |
| Coupland | 1.153957 | 0.970000 | 1.040050 | 1.040050 | 1.040050 | 1.040050 | 1.040050 | 1.040050 | 1.040050 | 1.040050 |
| Florence | 1.233900 | 1.300300 | 1.360000 | 1.370000 | 1.370000 | 1.350000 | 1.330000 | 1.300000 | 1.300000 | 1.300000 |
| Georgetown | 1.307100 | 1.339000 | 1.409000 | 1.409000 | 1.409000 | 1.398000 | 1.398000 | 1.398000 | 1.398000 | 1.358000 |
| Granger | 1.012600 | 1.026200 | 1.105000 | 1.105000 | 1.105000 | 1.105000 | 1.105000 | 1.105000 | 1.105000 | 1.105000 |
| Hutto | 1.466500 | 1.498350 | 1.600000 | 1.620000 | 1.665500 | 1.670000 | 1.670000 | 1.670000 | 1.670000 | 1.540050 |
| Jarrell | 1.426600 | 1.470000 | 1.492500 | 1.420000 | 1.367500 | 1.367500 | 1.390000 | 1.390000 | 1.390000 | 1.390000 |
| Leander | 1.418400 | 1.437500 | 1.510000 | 1.511870 | 1.511870 | 1.511570 | 1.511870 | 1.511870 | 1.511870 | 1.499760 |
| Lexington | N/A | 1.198350 | 1.300000 | 1.212240 | 1.217400 | 1.220000 | 1.119000 | 1.119000 | 1.040000 | 1.119000 |
| Liberty Hill | 1.364700 | 1.470000 | 1.540000 | 1.540000 | 1.540000 | 1.540000 | 1.540000 | 1.540000 | 1.450000 | 1.335000 |
| Pflugerville | 1.422300 | 1.450000 | 1.520000 | 1.540000 | 1.540000 | 1.540000 | 1.540000 | 1.540000 | 1.540000 | 1.480000 |
| Round Rock | 1.221200 | 1.234800 | 1.304800 | 1.304800 | 1.332500 | 1.332500 | 1.337500 | 1.367400 | 1.380000 | 1.335000 |
| Taylor | 1.403300 | 1.468300 | 1.570000 | 1.570000 | 1.570000 | 1.450000 | 1.450000 | 1.450000 | 1.450000 | 1.450000 |
| Thorndale | 1.289700 | 1.068350 | 1.170000 | 1.170000 | 1.170000 | 1.310000 | 1.310000 | 1.310000 | 1.330000 | 1.330000 |
| Thrall | N/A | 1.287350 | 1.389000 | 1.389000 | 1.389000 | 1.284000 | 1.199000 | 1.210000 | 1.210000 | 1.210000 |
| Municipal Utility Districts rates | | | | | | | | | | |
| Berry Creek Highland | 0.550000 | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A |
| Block House | 0.760000 | 0.808500 | 0.781000 | 0.801000 | 0.801000 | 0.827000 | 0.842300 | 0.866000 | 0.866000 | 0.866000 |
| Brushy Creek (BC) | 0.460000 | 0.460000 | 0.460000 | 0.460000 | 0.465000 | 0.470000 | 0.480000 | 0.500000 | 0.500000 | 0.500000 |
| BC-Defined Areas | 0.160000 | 0.165000 | 0.175000 | 0.190000 | 0.225000 | 0.270000 | 0.350000 | 0.360000 | 0.360000 | 0.360000 |
| Cool Water | 0.950000 | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A |
| Fern Bluff | 0.279000 | 0.400000 | 0.420000 | 0.434500 | 0.444500 | 0.464500 | 0.509500 | 0.509500 | 0.509500 | 0.509500 |
| Highlands at Mayfield Ranch | 0.850000 | 0.900000 | 0.950000 | 0.950000 | 0.950000 | 0.950000 | 0.950000 | 0.950000 | 0.950000 | N/A |
| Lakeside WCID 2A/MUD #2A | 0.970000 | 0.970000 | 0.970000 | 0.970000 | 0.970000 | 0.970000 | 0.970000 | 0.970000 | 0.970000 | 0.970000 |
| Lakeside #3 | 0.840000 | 0.840000 | 0.840000 | 0.840000 | 0.840000 | 0.847000 | 0.877500 | 0.900000 | 0.900000 | 0.900000 |
| Leander #1 | 1.000000 | 1.000000 | 1.000000 | 1.000000 | 1.000000 | 1.000000 | N/A | N/A | N/A | N/A |
| Leander #2 | 1.000000 | 1.000000 | 1.000000 | 1.000000 | 1.000000 | 1.000000 | N/A | N/A | N/A | N/A |
| Leander TODD #1 | 0.350000 | 0.350000 | 0.350000 | 0.350000 | 0.350000 | 0.350000 | N/A | N/A | N/A | N/A |
| Meadows of Chandler Creek | 0.360000 | 0.360000 | 0.370000 | 0.401400 | 0.425000 | 0.435000 | 0.440000 | 0.450000 | 0.450000 | 0.420000 |
| North Austin #1 | 0.281700 | 0.283000 | 0.283000 | 0.288000 | 0.289000 | 0.317000 | 0.339900 | 0.345000 | 0.371900 | 0.381900 |
| North San Gabriel #1 | 0.950000 | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A |
| North San Gabriel #2 | 0.400000 | 0.400000 | 0.400000 | N/A | N/A | N/A | N/A | N/A | N/A | N/A |
| NW Williamson #2 | 0.950000 | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A |
| Palmera Ridge | 0.400000 | 0.400000 | 0.400000 | 0.400000 | 0.400000 | 0.400000 | N/A | N/A | N/A | N/A |
| Paloma Lakes #1 | 0.610000 | 0.615000 | 0.650000 | 0.900000 | 0.943500 | 0.950000 | 0.950000 | 0.950000 | 0.950000 | 0.950000 |
| Paloma Lakes #2 | 0.750000 | 0.830000 | 0.850000 | 0.950000 | 0.950000 | 0.950000 | 0.950000 | 0.950000 | 0.950000 | 0.950000 |
| Parkside at Mayfield Ranch | 0.575000 | 0.575000 | 0.617700 | 0.700000 | 0.950000 | 0.950000 | 0.950000 | 0.950000 | 0.950000 | 0.950000 |
| Ranch at Cypress Creek #1 | 0.351300 | 0.353500 | 0.342500 | 0.352500 | 0.356500 | 0.365000 | 0.433000 | 0.512800 | 0.633300 | 0.706500 |
| Round Rock #1 | 0.680000 | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A |
| Sienna MUD #1 | 0.750000 | 0.850000 | 0.850000 | 0.950000 | 0.950000 | 0.950000 | 0.950000 | 0.950000 | N/A | N/A |
| Sienna MUD #2 | 0.850000 | 0.950000 | 0.950000 | 0.950000 | 0.950000 | 0.950000 | 0.950000 | 0.950000 | N/A | N/A |
| Sonterra | 0.947500 | 0.947500 | 0.947500 | 0.950000 | 0.950000 | 0.950000 | 0.950000 | 0.850000 | 0.850000 | 0.850000 |
| SE Williamson County #1 | 0.540000 | 0.540000 | 0.540000 | 0.540000 | 0.540000 | N/A | N/A | N/A | N/A | N/A |
| Springwoods | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A |
| Stonewall Ranch | 0.900000 | 0.900000 | 0.900000 | 0.901500 | 0.901500 | 0.901500 | 0.918200 | 0.950000 | 0.950000 | 0.950000 |
| Vista Oaks | 0.320000 | 0.330000 | 0.330000 | 0.520000 | 0.545000 | 0.610000 | 0.665900 | 0.730000 | 0.740000 | 0.740000 |
| Walsh Ranch | 0.588800 | 0.600000 | 0.620000 | 0.650000 | 0.720000 | 0.720000 | 0.750000 | 0.800000 | 0.690000 | 0.670000 |
| Watch Hill | 0.650000 | 0.650000 | 0.650000 | 0.650000 | 0.650000 | 0.650000 | 0.650000 | N/A | N/A | N/A |
| Wells Branch | 0.370000 | 0.373000 | 0.373000 | 0.379500 | 0.387300 | 0.390000 | 0.430000 | 0.460000 | 0.470000 | 0.470000 |
| West Williamson County #1 | 0.900000 | 0.900000 | 0.900000 | 0.900000 | 0.900000 | 0.900000 | 0.900000 | 0.900000 | 0.900000 | 0.900000 |
| West Williamson County #2 | 0.950000 | 0.950000 | 0.950000 | 0.950000 | 0.950000 | N/A | N/A | N/A | N/A | N/A |
| Williamson County #10 | 0.550000 | 0.550000 | 0.550000 | 0.600000 | 0.620000 | 0.670000 | 0.780000 | 0.850000 | 0.850000 | 0.850000 |
| Williamson County #11 | 0.570000 | 0.585000 | 0.600000 | 0.620000 | 0.650000 | 0.750000 | 0.860000 | 0.900000 | 0.900000 | 0.900000 |
| Williamson County #12 | 0.850000 | 0.850000 | 0.850000 | 0.850000 | 0.850000 | 0.850000 | 0.850000 | 0.850000 | 0.850000 | 0.850000 |
| Williamson County #13 | 0.820000 | 0.850000 | 0.850000 | 0.850000 | 0.850000 | 0.850000 | 0.850000 | 0.850000 | 0.850000 | 0.850000 |
| Williamson County #15 | 0.745000 | 0.805000 | 0.870000 | 0.900000 | 0.900000 | 0.900000 | 0.900000 | 0.900000 | 0.900000 | 0.900000 |
| Williamson County #19 | 0.850000 | 0.850000 | 0.850000 | 0.850000 | 0.850000 | 0.850000 | 0.850000 | 0.850000 | N/A | N/A |
| Williamson County #19A | 0.850000 | 0.850000 | 0.850000 | 0.850000 | 0.850000 | 0.850000 | 0.850000 | N/A | N/A | N/A |
| Williamson County #19B | 0.850000 | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A |
| Williamson County #22 | 0.950000 | 0.950000 | 0.950000 | 0.950000 | 0.950000 | 0.950000 | 0.950000 | 0.950000 | 0.950000 | N/A |
| Williamson County #23 | 0.950000 | 0.950000 | 0.950000 | 0.950000 | 0.950000 | 0.950000 | N/A | N/A | N/A | N/A |
| Williamson County #25 | 0.920000 | 0.920000 | 0.920000 | 0.920000 | 0.920000 | 0.920000 | 0.920000 | 0.920000 | N/A | N/A |
| Williamson County #26 | 0.900000 | 0.900000 | 0.900000 | 0.900000 | 0.900000 | 0.900000 | 0.900000 | N/A | N/A | N/A |
| Williamson County #28 | 0.650000 | 0.650000 | 0.650000 | 0.650000 | 0.650000 | N/A | N/A | N/A | N/A | N/A |
| Williamson County #29 | 0.650000 | 0.650000 | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A |
| Williamson County #30 | 0.950000 | 0.950000 | 0.950000 | 0.950000 | 0.950000 | N/A | N/A | N/A | N/A | N/A |
| Williamson County #31 | 0.850000 | 0.850000 | 0.850000 | N/A | N/A | N/A | N/A | N/A | N/A | N/A |
| Williamson County #32 | 0.850000 | 0.850000 | 0.850000 | 0.850000 | 0.850000 | N/A | N/A | N/A | N/A | N/A |
| Williamson County #34 | 0.666000 | 0.666000 | 0.666000 | 0.666000 | N/A | N/A | N/A | N/A | N/A | N/A |
| Williamson-Liberty Hill | 0.950000 | 0.950000 | 0.950000 | 0.950000 | 0.950000 | 0.950000 | 0.950000 | 0.950000 | N/A | N/A |
| Williamson-Travis #1 | 0.347900 | 0.385000 | 0.407900 | 0.431600 | 0.466200 | 0.510000 | 0.540000 | 0.615000 | 0.657000 | 0.662000 |

# Williamson County, Texas

**Table 6**

Direct and Overlapping Property Tax Rate
(Per $100 Assessed Value) – Continued
Last Ten Fiscal Years
(Unaudited)

| | Fiscal Year | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | 2021 | 2020 | 2019 | 2018 | 2017 | 2016 | 2015 | 2014 | 2013 | 2012 |
| Emergency Service Districts | | | | | | | | | | |
| ESD #1-Jollyville VFD | 0.100000 | 0.100000 | 0.100000 | 0.085393 | 0.091765 | 0.100000 | 0.100000 | 0.100000 | 0.100000 | 0.100000 |
| ESD #2-Sam Bass VFD | 0.100000 | 0.100000 | 0.100000 | 0.100000 | 0.100000 | 0.100000 | 0.100000 | 0.100000 | 0.099749 | 0.100000 |
| ESD #3-Hutto | 0.100000 | 0.100000 | 0.096374 | 0.100000 | 0.100000 | 0.100000 | 0.100000 | 0.100000 | 0.100000 | 0.100000 |
| ESD #4-Liberty Hill | 0.093295 | 0.098250 | 0.098250 | 0.098250 | 0.096124 | 0.100000 | 0.100000 | 0.100000 | 0.100000 | 0.100000 |
| ESD #5-Jarrell | 0.100000 | 0.100000 | 0.100000 | 0.100000 | 0.100000 | 0.100000 | 0.100000 | 0.100000 | 0.100000 | 0.100000 |
| ESD #6-Weir | 0.100000 | 0.100000 | 0.094663 | 0.099606 | 0.100000 | 0.100000 | 0.100000 | 0.100000 | 0.100000 | 0.100000 |
| ESD #7-Florence | 0.100000 | 0.092915 | 0.094257 | 0.094790 | 0.096400 | 0.100000 | 0.100000 | 0.100000 | 0.100000 | 0.100000 |
| ESD #8-Georgetown | 0.100000 | 0.100000 | 0.100000 | 0.093771 | 0.094000 | 0.950000 | 0.095000 | 0.955530 | 0.955530 | 0.095000 |
| ESD #9-Round Rock | 0.100000 | 0.100000 | 0.100000 | 0.100000 | 0.100000 | 0.100000 | 0.100000 | 0.100000 | 0.100000 | 0.100000 |
| ESD #10-Coupland | 0.100000 | 0.100000 | 0.100000 | 0.100000 | 0.100000 | 0.100000 | 0.100000 | 0.100000 | 0.100000 | 0.100000 |
| ESD #11-Cedar Park | 0.100000 | 0.100000 | 0.100000 | 0.100000 | 0.100000 | 0.100000 | 0.100000 | 0.100000 | 0.100000 | N/A |
| ESD #12-Cedar Park | 0.100000 | 0.100000 | 0.100000 | 0.100000 | 0.100000 | 0.100000 | 0.100000 | 0.100000 | 0.100000 | N/A |
| Other Taxing District rates | | | | | | | | | | |
| Anderson Mill Limited District | 0.117455 | 0.117707 | 0.117008 | 0.117083 | 0.123360 | 0.126000 | 0.130000 | 0.136686 | 0.130000 | 0.130000 |
| Austin Community College | 0.105800 | 0.104900 | 0.104800 | 0.100800 | 0.102000 | 0.100500 | 0.094200 | 0.094900 | 0.095100 | 0.094800 |
| Avery Ranch Road District | 0.074096 | 0.076600 | 0.081000 | 0.085000 | 0.088010 | 0.097500 | 0.103705 | 0.116240 | 0.122200 | 0.133500 |
| EWC Higher Education Center | 0.048440 | 0.046040 | 0.045340 | 0.045652 | 0.045652 | 0.045905 | 0.049784 | 0.050000 | 0.050000 | 0.500000 |
| Georgetown Village PID | 0.140000 | 0.140000 | 0.140000 | 0.140000 | 0.140000 | 0.200000 | 0.200000 | 0.200000 | 0.200000 | 0.200000 |
| Donahoe Creek Watershed | 0.020000 | 0.020000 | 0.020000 | 0.020000 | 0.020000 | 0.020000 | 0.020000 | 0.020000 | 0.020000 | 0.020000 |
| Lower Brushy Creek WCID | 0.020000 | 0.020000 | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A |
| Northwoods Road District | 0.272500 | 0.282500 | 0.284600 | 0.290000 | N/A | N/A | N/A | N/A | N/A | N/A |
| Pearson Place Road District | 0.100000 | 0.110000 | 0.120000 | 0.157799 | 0.275000 | N/A | N/A | N/A | N/A | N/A |
| Somerset Hills Rd District | 0.290000 | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A |
| Upper Brushy Creek WCID 1A | 0.020000 | 0.020000 | 0.020000 | 0.020000 | 0.019823 | 0.020000 | 0.020000 | 0.020000 | 0.020000 | 0.020000 |
| Williamson County WSID #3 | 0.746500 | 0.746500 | 0.723000 | 0.723000 | 0.723000 | 0.730600 | 0.808200 | 0.815000 | 0.815000 | 0.815000 |
| Wmsn -Trav WCID #1D | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | 0.421000 |

Source:
Williamson County Tax Assessor/Collector

Notes:
N/A - Not applicable

Texas Tax Code Section 26.07(a)

If the governing body of a taxing unit other than a school district adopts a tax rate that exceeds the rollback tax rate calculated, the qualified voters of the taxing unit by petition may require that an election be held to determine whether or not to reduce the tax rate adopted for the current year to the rollback tax rate calculated.

**Williamson County, Texas** **Table 7**

Principal Property Taxpayers
Current Year and Nine Years Ago
(Unaudited)

| | 2021 | | | 2012 | | |
|---|---|---|---|---|---|---|
| Taxpayer | Taxable Assessed Value [a] | Rank | Percentage of Total County Taxable Assessed Value | Taxable Assessed Value [a] | Rank | Percentage of Total County Taxable Assessed Value |
| Dell Computer Holdings LP | $ 401,534,906 | 1 | 0.53 | $ 155,289,931 | 1 | 0.46 |
| BRI 1869 Parmer LLC [c] | 262,158,071 | 2 | 0.35 | | | - |
| Oncor Electric Delivery Company [b] | 214,757,806 | 3 | 0.28 | 133,450,871 | 2 | 0.39 |
| Citicorp North America | 203,336,161 | 4 | 0.27 | | | - |
| City of Round Rock | 201,530,519 | 5 | 0.27 | | | - |
| CPG Round Rock LP & SPG Round Rock NS LP | 167,439,916 | 6 | 0.22 | 130,431,679 | 3 | 0.38 |
| Atmos Energy/Mid-Tex Distribution | 124,349,488 | 7 | 0.16 | | | - |
| NW Austin Office Partners LLC | 112,925,648 | 8 | 0.15 | | | - |
| IVT Parke Cedar Park LLC | 110,779,943 | 9 | 0.15 | | | - |
| HEB Grocery Company | 109,172,819 | 10 | 0.14 | 68,775,554 | 6 | 0.20 |
| Lakeline Developers | | | | 98,931,917 | 4 | 0.29 |
| Baltgem Development Corp. Et, Al. | | | | 75,531,830 | 5 | 0.22 |
| Columbia/St. David's Healthcare | | | | 61,513,369 | 7 | 0.18 |
| Walmart Real Estate Estate Business Trust | | | | 60,298,549 | 8 | 0.18 |
| 1890 Ranch Ltd. [d] | | | | 59,656,919 | 9 | 0.18 |
| Dell Computer Corp. | | | | 57,801,317 | 10 | 0.17 |
| **Total** | $ 1,907,985,277 | | 2.53 % | $ 901,681,936 | | 2.66 |
| **Total Taxable Assessed Value** | $ 75,366,441,671 | | 100.00 % | $ 33,914,849,153 | | 100.00 |

Source:

Williamson County Tax Assessor/Collector

Williamson County Appraisal District

Note:

[a] The assessed values represent the Appraisal Review Board's approved totals from the last supplement as of the respective fiscal year end.

[b] Formerly known as TXU Electric Delivery Company

[c] Formerly known as Parmer Lane Austin LP

[d] Formerly known as Inland Western Cedar Park 1890 Ranch LP

# Williamson County, Texas

**Table 8**

Property Tax Levies and Collections
Last Ten Fiscal Years
(Unaudited)

**General and Debt Service**

| Fiscal Year | Tax Levy for Fiscal Year (Original) | Adjustments | Adjusted Tax Levy | Collected within the Fiscal Year of the Levy | | Subsequent Collections[a] | Total Collections to Date | |
|---|---|---|---|---|---|---|---|---|
| | | | | Amount | Percentage of Original Levy | | Amount | Percentage of Adjusted Levy |
| 2021 | $ 307,662,737 | $ - | $ 307,662,737 | $ 306,618,717 | 99.66 % | $ 590.83 | $ 306,619,308 | 99.66 % |
| 2020 | 287,731,016 | (128,454) | 287,602,562 | 286,685,003 | 99.64 | 423,658 | 287,108,661 | 99.83 |
| 2019 | 265,165,868 | (635,212) | 264,530,657 | 264,291,945 | 99.67 | (21,827) | 264,270,119 | 99.90 |
| 2018 | 244,736,683 | (381,844) | 244,354,839 | 243,894,515 | 99.66 | 259,109 | 244,153,624 | 99.92 |
| 2017 | 226,354,963 | (369,148) | 225,985,815 | 225,670,341 | 99.70 | 160,476 | 225,830,817 | 99.93 |
| 2016 | 204,948,985 | (253,539) | 204,695,446 | 204,238,533 | 99.65 | 328,780 | 204,567,313 | 99.94 |
| 2015 | 184,437,586 | (173,947) | 184,263,639 | 183,586,256 | 99.54 | 562,825 | 184,149,081 | 99.94 |
| 2014 | 165,388,338 | (69,384) | 165,318,954 | 164,725,252 | 99.60 | 488,596 | 165,213,848 | 99.94 |
| 2013 | 156,400,025 | (189,281) | 156,210,744 | 155,672,873 | 99.54 | 445,595 | 156,118,469 | 99.94 |
| 2012 | 154,047,508 | (252,559) | 153,794,949 | 153,242,932 | 99.48 | 469,919 | 153,712,851 | 99.95 |

**Road and Bridge**

| Fiscal Year | Tax Levy for Fiscal Year (Original) | Adjustments | Adjusted Tax Levy | Collected within the Fiscal Year of the Levy | | Subsequent Collections[a] | Total Collections to Date | |
|---|---|---|---|---|---|---|---|---|
| | | | | Amount | Percentage of Original Levy | | Amount | Percentage of Adjusted Levy |
| 2021 | $ 29,285,975 | $ - | $ 29,285,975 | $ 29,186,355 | 99.66 % | $ 50 | $ 29,186,405 | 99.66 % |
| 2020 | 27,329,229 | (10,856) | 27,318,373 | 27,229,942 | 99.64 | 41,763 | 27,271,705 | 99.83 |
| 2019 | 25,123,998 | (59,057) | 25,064,941 | 25,041,825 | 99.67 | (929) | 25,040,896 | 99.90 |
| 2018 | 22,771,977 | (33,623) | 22,738,354 | 22,694,141 | 99.66 | 25,985 | 22,720,126 | 99.92 |
| 2017 | 20,580,268 | (31,486) | 20,548,782 | 20,518,625 | 99.70 | 16,507 | 20,535,132 | 99.93 |
| 2016 | 18,399,217 | (21,890) | 18,377,328 | 18,336,167 | 99.66 | 30,113 | 18,366,280 | 99.94 |
| 2015 | 16,345,948 | (14,466) | 16,331,482 | 16,270,897 | 99.54 | 50,831 | 16,321,728 | 99.94 |
| 2014 | 14,548,619 | (5,441) | 14,543,178 | 14,490,783 | 99.60 | 44,335 | 14,535,118 | 99.94 |
| 2013 | 13,710,641 | (16,036) | 13,694,605 | 13,647,328 | 99.54 | 39,461 | 13,686,789 | 99.94 |
| 2012 | 10,198,960 | (15,896) | 10,183,064 | 10,143,789 | 99.46 | 33,243 | 10,177,032 | 99.94 |

Source:

Williamson County Tax Assessor/Collector

Notes:

Tax levies consider supplemental value changes during the initial fiscal year. Data for fiscal year does not include Agriculture Rollbacks.

[a] Data represents subsequent collections of the respective fiscal year's tax in later fiscal years.

**Williamson County, Texas** **Table 9**

Ratios of Outstanding Debt by Type
Last Ten Fiscal Years
(Unaudited)

| Fiscal Year | Governmental Activities: General Obligation Bonds | Accumulated Accretion of Interest [b] | Certificate of Obligations | Tax Anticipation Notes [c] | Revenue Bonds | Capital Leases | Total Primary Government | Percentage of Personal Income [a] | Per Capita [a] |
|---|---|---|---|---|---|---|---|---|---|
| 2021 | $ 858,945,572 | $ - | $ 189,078,297 | $ 197,437,327 | $ - | $ - | $ 1,245,461,196 | N/A | $ 2,045 |
| 2020 | 892,804,111 | 2,737,448 | 243,549,592 | - | - | - | 1,139,091,151 | 5.39% | 1,870 |
| 2019 | 633,918,237 | 9,696,301 | 256,007,940 | - | - | 1,031,223 | 900,653,701 | 3.95% | 1,525 |
| 2018 | 696,313,397 | 9,271,725 | 278,100,016 | - | - | 2,094,018 | 985,779,156 | 4.80% | 1,739 |
| 2017 | 655,098,787 | 8,864,377 | 318,035,991 | - | - | 694,385 | 982,693,540 | 5.03% | 1,795 |
| 2016 | 679,486,575 | 8,475,650 | 343,654,004 | - | - | - | 1,031,616,230 | 5.62% | 1,951 |
| 2015 | 683,872,137 | 8,104,014 | 364,785,409 | - | - | - | 1,056,761,560 | 6.27% | 2,078 |
| 2014 | 668,185,330 | 7,748,728 | 245,033,236 | 1,575,000 | - | - | 922,542,295 | 4.84% | 1,886 |
| 2013 | 573,000,664 | 7,409,063 | 257,873,307 | 3,095,000 | - | - | 841,378,033 | 5.67% | 1,786 |
| 2012 | 592,491,796 | 7,059,391 | 253,553,228 | 4,565,000 | - | - | 857,669,416 | 6.50% | 1,880 |

Notes:

Details regarding the County's outstanding debt can be found in the notes to the financial statements.

This schedule includes Avery Ranch Road District, Pearson Place Road District, Northwoods Road District, and Somerset Hills #4 Road District (blended component units).

N/A - Not available

[a] See Table 13 for personal income and population data.

[b] Accumulated accretion of interest on capital appreciation bonds. The face amount of the capital appreciation bonds are included with the general obligation bonds.

[c] General governmental resources will be used to repay debt.

**Williamson County, Texas** **Table 10**

Ratios of General Bonded Debt Outstanding
Last Ten Fiscal Years
(Unaudited)

| Fiscal Year | General Bonded Debt Outstanding: General Obligation Bonds | Accumulated Accretion of Interest [c] | Certificate of Obligations | Tax Anticipation Notes [d] | Total | Amounts Available for Debt Service | Total | Actual Taxable Property Value [a] | Per Capita [b] |
|---|---|---|---|---|---|---|---|---|---|
| 2021 | $ 858,945,572 | $ - | $ 189,078,297 | $ 197,437,327 | $ 1,245,461,196 | $ 5,474,488 | $ 1,239,986,708 | 1.65% | $ 2,036 |
| 2020 | 892,804,111 | 2,737,448 | 243,549,592 | - | 1,139,091,151 | 9,215,935 | 1,129,875,216 | 1.59% | 1,855 |
| 2019 | 633,918,237 | 9,696,301 | 256,007,940 | - | 899,622,478 | 3,641,844 | 895,980,634 | 1.38% | 1,517 |
| 2018 | 696,313,397 | 9,271,725 | 278,100,016 | - | 983,685,139 | 4,909,310 | 978,775,829 | 1.66% | 1,727 |
| 2017 | 655,098,787 | 8,864,377 | 318,035,991 | - | 981,999,155 | 14,022,061 | 967,977,094 | 1.82% | 1,768 |
| 2016 | 679,486,575 | 8,475,650 | 343,654,004 | - | 1,031,616,230 | 8,269,822 | 1,023,346,408 | 2.16% | 1,936 |
| 2015 | 683,872,137 | 8,104,014 | 364,785,409 | - | 1,056,761,560 | 1,825,778 | 1,054,935,782 | 2.52% | 2,075 |
| 2014 | 668,185,330 | 7,748,728 | 245,033,236 | 1,575,000 | 922,542,295 | 2,099,876 | 920,442,419 | 2.48% | 1,881 |
| 2013 | 573,000,664 | 7,409,063 | 257,873,307 | 3,095,000 | 841,378,033 | 3,102,238 | 838,275,795 | 2.39% | 1,780 |
| 2012 | 592,491,796 | 7,059,391 | 253,553,228 | 4,565,000 | 857,669,416 | 6,253,224 | 851,416,192 | 2.51% | 1,866 |

Notes:

Details regarding the County's outstanding debt can be found in the notes to the financial statements.

This schedule includes Avery Ranch, Pearson Place, Northwoods, and Somerset Hills #4 Road Districts (blended component units).

N/A - Not available

[a] Used General & Debt Service's taxable assessed property value in calculation.

See Table 5 for property value data.

[b] See table 13 for population data.

[c] Accumulated accretion of interest on capital appreciation bonds. The face amount of the capital appreciation bonds are included with the general obligation bonds.

[d] General governmental resources will be used to repay debt.

**Williamson County, Texas** **Table 11**

Direct and Overlapping Governmental Activities Debt
September 30, 2021
(Unaudited)

| Governmental Unit | Debt Outstanding [1] | Estimated Percentage Applicable [1, a] | Estimated Share of Overlapping Debt |
|---|---|---|---|
| City and Town | | | |
| Austin | $ 1,424,410,000 | 5.13% | $ 73,072,233 |
| Bartlett | 545,000 | 65.79% | 358,556 |
| Cedar Park | 218,500,000 | 89.30% | 195,120,500 |
| Florence | 3,110,000 | 100.00% | 3,110,000 |
| Georgetown | 327,735,000 | 100.00% | 327,735,000 |
| Granger | 522,000 | 100.00% | 522,000 |
| Hutto | 181,785,000 | 100.00% | 181,785,000 |
| Jarrell | 32,685,000 | 100.00% | 32,685,000 |
| Leander | 154,350,000 | 77.53% | 119,667,555 |
| Liberty Hill | 10,452,000 | 100.00% | 10,452,000 |
| Pflugerville | 333,010,000 | 0.31% | 1,032,331 |
| Round Rock | 278,205,000 | 96.21% | 267,661,031 |
| Taylor | 50,705,000 | 100.00% | 50,705,000 |
| Thrall | 1,410,000 | 100.00% | 1,410,000 |
| City and Town Subtotal | 3,017,424,000 | | 1,265,316,205 |
| School Districts | | | |
| Bartlett | 760,000 | 43.74% | 332,424 |
| Burnet Consolidated | 71,365,000 | 0.64% | 456,736 |
| Coupland | 4,550,000 | 95.56% | 4,347,980 |
| Florence | 12,060,000 | 88.57% | 10,681,542 |
| Georgetown | 400,265,000 | 100.00% | 400,265,000 |
| Hutto | 395,534,318 | 100.00% | 395,534,318 |
| Jarrell | 155,484,988 | 100.00% | 155,484,988 |
| Leander | 1,078,957,932 | 56.53% | 609,934,919 |
| Lexington | 10,282,000 | 0.37% | 38,043 |
| Liberty Hill | 379,057,433 | 100.00% | 379,057,433 |
| Pflugerville | 570,555,000 | 0.08% | 456,444 |
| Round Rock | 865,785,000 | 70.68% | 611,936,838 |
| Taylor | 58,624,916 | 91.20% | 53,465,923 |
| Thorndale | 443,000 | 9.77% | 43,281 |
| Thrall | 13,885,000 | 100.00% | 13,885,000 |
| School Districts Subtotal | 4,017,609,587 | | 2,635,920,870 |
| Municipal Utility Districts | | | |
| Block House | 7,740,000 | 100.00% | 7,740,000 |
| Brushy Creek (BC) | 20,565,000 | 100.00% | 20,565,000 |
| Brushy Creek (BC) - Sendero Springs & Cornerstone | 9,585,000 | 100.00% | 9,585,000 |
| Highlands at Mayfield Ranch | 31,045,000 | 100.00% | 31,045,000 |
| Lakeside #3 | 19,195,000 | 3.64% | 698,698 |
| Lakeside WCID #2-A | 14,670,000 | 1.19% | 174,573 |
| Leander TODD #1 | 9,975,000 | 100.00% | 9,975,000 |
| North Austin #1 | 5,075,000 | 90.83% | 4,609,623 |
| Palmera Ridge | 8,965,000 | 100.00% | 8,965,000 |
| Paloma Lake #1 | 19,640,000 | 100.00% | 19,640,000 |
| Paloma Lake #2 | 17,040,000 | 100.00% | 17,040,000 |
| Parkside at Mayfield Ranch | 22,690,000 | 100.00% | 22,690,000 |
| Ranch at Cypress Creek #1 | 380,000 | 75.66% | 287,508 |
| Siena #1 | 41,195,000 | 100.00% | 41,195,000 |
| Siena #2 | 24,210,000 | 100.00% | 24,210,000 |
| Sonterra | 52,160,571 | 100.00% | 52,160,571 |
| Southeast Williamson County | 26,845,000 | 100.00% | 26,845,000 |
| Stonewall Ranch | 15,035,000 | 100.00% | 15,035,000 |
| The Meadows At Chandler Creek | 1,280,000 | 100.00% | 1,280,000 |
| Walsh Ranch | 5,135,000 | 100.00% | 5,135,000 |
| West Williamson Co #1 | 11,835,000 | 100.00% | 11,835,000 |

**Williamson County, Texas** **Table 11**

Direct and Overlapping Governmental Activities Debt – Continued
September 30, 2021
(Unaudited)

| | | | |
|---|---|---|---|
| Municipal Utility Districts (Cont.) | | | |
| West Williamson Co #2 | 6,445,000 | 100.00% | 6,445,000 |
| Williamson County #10 | 12,950,000 | 100.00% | 12,950,000 |
| Williamson County #11 | 21,075,000 | 100.00% | 21,075,000 |
| Williamson County #12 | 51,325,000 | 100.00% | 51,325,000 |
| Williamson County #13 | 27,090,000 | 100.00% | 27,090,000 |
| Williamson County #15 | 33,285,000 | 100.00% | 33,285,000 |
| Williamson County #19 | 37,065,000 | 100.00% | 37,065,000 |
| Williamson County #19A | 26,945,000 | 100.00% | 26,945,000 |
| Williamson County #22 | 15,945,000 | 100.00% | 15,945,000 |
| Williamson Co MUD # 23 | 31,800,000 | 100.00% | 31,800,000 |
| Williamson Co MUD # 25 | 8,150,000 | 100.00% | 8,150,000 |
| Williamson Co MUD # 26 | 3,215,000 | 100.00% | 3,215,000 |
| Williamson Co MUD # 28 | 37,105,000 | 100.00% | 37,105,000 |
| Williamson Co MUD # 30 | 3,350,000 | 100.00% | 3,350,000 |
| Williamson Co MUD # 31 | 10,080,000 | 100.00% | 10,080,000 |
| Williamson Co MUD # 32 | 20,295,000 | 100.00% | 20,295,000 |
| Williamson Co MUD # 34 | 2,200,000 | 100.00% | 2,200,000 |
| Williamson-Liberty Hill MUD | 10,105,000 | 100.00% | 10,105,000 |
| Williamson/Travis County #1 | 360,000 | 77.72% | 279,792 |
| Municipal Utility Districts Subtotal | 723,045,571 | | 689,415,764 |
| Other | | | |
| Austin Community College | 436,260,000 | 18.71% | 81,624,246 |
| Williamson County Water, Sewer, Irrigation, Drainage District #3 | 32,560,000 | 85.00% | 27,676,000 |
| Other Subtotal | 468,820,000 | | 109,300,246 |
| Total Overlapping Debt | 8,226,899,157 | | 4,699,953,085 |
| County Debt [2] | | | |
| Williamson County | 1,217,056,809 | 100.00% | 1,217,056,809 |
| Avery Ranch Road District (blended component unit) | 3,611,939 | 100.00% | 3,611,939 |
| Pearson Place Road District (blended component unit) | 5,012,745 | 100.00% | 5,012,745 |
| Northwoods Road District (blended component unit) | 10,159,703 | 100.00% | 10,159,703 |
| Somerset Hills Road District #4 | 9,620,000 | 100.00% | 9,620,000 |
| Total County Wide Direct Debt | 1,245,461,196 | | 1,245,461,196 |
| **Total direct and overlapping debt** | $ 9,472,360,353 | | $ 5,945,414,281 |

Source:

[1] Municipal Advisory Council of Texas

[2] Williamson County Auditor's Office

Note:

[a] The percentage of overlapping debt applicable is estimated using taxable assessed property values. Applicable percentages were estimated by determining the portion of another governmental unit's taxable assessed value that is within the County's boundaries and dividing it by each unit's total taxable assessed value.

# Williamson County, Texas

**Table 12**

Legal Debt Margin Information
Last Ten Fiscal Years
(Unaudited)

| | Fiscal Year | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | 2021 | 2020 | 2019 | 2018 | 2017 | 2016 | 2015 | 2014 | 2013 | 2012 |
| **Total taxable value** | $ 75,366,441,671 | $ 70,875,566,131 | $ 65,162,019,072 | $ 59,032,197,208 | $ 53,247,408,273 | $ 47,417,522,347 | $ 41,942,626,194 | $ 37,144,449,100 | $ 35,056,675,852 | $ 33,914,849,153 |
| Assessed value of real property | 70,912,279,283 | 66,434,196,541 | 61,119,506,126 | 55,246,767,214 | 49,670,578,885 | 43,998,718,831 | 38,777,132,714 | 34,201,065,840 | 32,341,033,447 | 31,397,904,707 |
| Debt limit rate | 25% | 25% | 25% | 25% | 25% | 25% | 25% | 25% | 25% | 25% |
| Debt limit | 17,728,069,821 | 16,608,549,135 | 15,279,876,532 | 13,811,691,804 | 12,417,644,721 | 10,999,679,708 | 9,694,283,179 | 8,550,266,460 | 8,085,258,362 | 7,849,476,177 |
| Debt applicable to limit: | | | | | | | | | | |
| General bonded debt | 1,245,461,196 | 1,139,091,151 | 899,622,478 | 983,685,139 | 981,999,155 | 1,031,616,230 | 1,056,761,560 | 922,542,295 | 841,378,033 | 857,669,416 |
| Less: amount set aside for repayment of general bonded debt | 5,474,488 | 9,215,935 | 3,641,844 | 4,909,310 | 14,022,061 | 8,269,822 | 1,825,778 | 2,099,876 | 3,102,238 | 6,253,224 |
| Total net debt applicable to limit | 1,239,986,708 | 1,129,875,216 | 895,980,634 | 978,775,829 | 967,977,094 | 1,023,346,408 | 1,054,935,782 | 920,442,419 | 838,275,795 | 851,416,192 |
| **Legal debt margin** | $ 16,488,083,113 | $ 15,478,673,919 | $ 14,383,895,898 | $ 12,832,915,975 | $ 11,449,667,627 | $ 9,976,333,300 | $ 8,639,347,397 | $ 7,629,824,041 | $ 7,246,982,567 | $ 6,998,059,985 |
| Total net debt applicable to the limit as a percentage of debt limit | 6.99% | 6.80% | 5.86% | 7.09% | 7.80% | 9.30% | 10.88% | 10.77% | 10.37% | 10.85% |

Notes:

This schedule includes Avery Ranch, Pearson Place, Northwoods, and Somerset Hills #4 Road Districts (blended component units).

Texas Constitution Art. 3 Section 52(B)

Under Legislative provision, any county, any political subdivision of a county, any number of adjoining counties, or any political subdivision of the state, or any defined district now or hereafter to be described and defined within the State of Texas, and which may or may not include towns, villages, or municipal corporations, upon a vote of two-thirds majority of the resident property taxpayers voting thereon who are qualified electors of such district or territory to be affected thereby, in addition to all other debts, any issue bonds or otherwise lend its credit in any amount not to exceed one-fourth of the assessed valuation of the real property of such district or territory, except that the total bonded indebtedness of any city or town shall never exceed the limits imposed by other provisions of this Constitution, and levy and collect taxes to pay the interest thereon and provide a sinking fund for the redemption thereof.

**Williamson County, Texas** **Table 13**

Demographic and Economic Statistics
Last Ten Fiscal Years
(Unaudited)

| | County | | | | | State of Texas | United States |
|---|---|---|---|---|---|---|---|
| Year | Estimated Population [a] | Personal Income (thousands of dollars) [a] | Per Capita Personal Income [a] | School Enrollment [b] | Unemployment Rate [e] | Per Capita Personal Income [a] | Per Capita Personal Income [a] |
| 2021 | 609,017 | N/A | N/A | 107,096 | 3.5% | N/A | N/A |
| 2020 | 609,017 | 21,146,131 | 37,242 | 102,134 | 5.9% | 31,277 | 34,103 |
| 2019 | 590,551 | 22,801,969 | 37,242 | 95,760 | 2.8% | 31,277 | 34,103 |
| 2018 | 566,719 | 20,556,992 | 35,825 | 106,683 | 3.0% | 30,143 | 32,621 |
| 2017 | 547,545 | 19,544,956 | 34,575 | 94,025 | 3.0% | 28,985 | 31,177 |
| 2016 | 528,718 | 18,371,452 | 32,705 | 89,765 | 3.6% | 27,828 | 29,829 |
| 2015 | 508,514 | 16,855,771 | 33,147 | 89,365 | 3.4% | 28,210 | 29,979 |
| 2014 | 489,250 | 19,050,320 | 31,709 | 87,215 | 4.3% | 26,513 | 28,555 |
| 2013 | 471,014 | 14,827,843 | 31,481 | 86,709 | 5.4% | 26,327 | 28,184 |
| 2012 | 456,232 | 13,187,194 | 28,905 | 84,279 | 5.5% | 25,359 | 27,319 |

Notes:

N/A - Not available

*Personal Income last update in 2020

Sources:

[a] 2008 to 2021 - U.S. Census Bureau QuickFacts update through 2021

[b] School enrollment provided by the Independent School Districts within the County.

Several school districts cross the county line.

[c] September rate for 2008 to 2020 - Texas Workforce Commission

[b] September rate for 2011 to 2020 - Tracer Texas Labor Market Information website

[e] September rate 2021 - U.S. Bureau of Labor Statistics

**Williamson County, Texas** **Table 14**

Principal Employers
Current Year and Nine Years Ago
(Unaudited)

| | 2021 | | | 2012 | | |
|---|---|---|---|---|---|---|
| Employer [a] | Employees [a] | | Percentage of Total County Employment | Employees [a] | | Percentage of Total County Employment |
| HEB Grocery | 14,096 | 1 | 6.37% | 2,478 | 4 | 1.12% |
| Dell Computer | 14,030 | 2 | 6.34% | 15,368 | 1 | 6.95% |
| Round Rock ISD | 6,750 | 3 | 3.05% | 5,996 | 2 | 2.71% |
| Leander ISD | 5,308 | 4 | 2.40% | 5,113 | 3 | 2.31% |
| Georgetown ISD | 1,896 | 5 | 0.86% | 1,815 | 6 | 0.82% |
| Williamson County | 1,812 | 6 | 0.82% | 1,516 | 7 | 0.69% |
| City of Round Rock | 1,021 | 7 | 0.46% | - | | 0.00% |
| Kalahari Resorts | 1,000 | 8 | 0.45% | - | | 0.00% |
| City of Georgetown | 890 | 9 | 0.40% | - | | 0.00% |
| Round Rock Premium Outlets | 800 | 10 | 0.36% | - | | |
| Baylor Scott & White Healthcare | | | | 1,269 | 10 | 0.57% |
| Wal-mart and Sam's Club | | | 0.00% | 2,028 | 5 | 0.92% |
| Sears (Teleserve) | | | 0.00% | 1,361 | 8 | 0.62% |
| US Postal Service | | | | 1,292 | 9 | 0.58% |
| **Total** | **47,603** | | **21.51%** | 38,236 | | 17.29% |
| Total Avg. Employees for the 1st Qtr per [d] | 186,523 | | | 221,222 | | |

Source:
[a] Individual employers provided employee count.
[b] Individual cities provided employee count.
[c] Texas Labor Market Information Website (2012 to 2020)
[d] US Bureau of Labor Statistics (2021)

**Williamson County, Texas** **Table 15**

County Government Employees by Function
Last Ten Fiscal Years
(Unaudited)

| Function | Fiscal Year 2021[a] | 2020[a] | 2019[a] | 2018[a] | 2017[a] | 2016[a] | 2015[a] | 2014[a] | 2013[a] | 2012[a] |
|---|---|---|---|---|---|---|---|---|---|---|
| General Government | 286 | 284 | 270 | 262 | 249 | 252 | 246 | 235 | 229 | 227 |
| Judicial | 266 | 255 | 248 | 242 | 224 | 231 | 226 | 215 | 209 | 208 |
| Public Safety | 1,023 | 1,036 | 1,022 | 1,002 | 979 | 989 | 973 | 961 | 932 | 922 |
| Transportation | 154 | 154 | 134 | 129 | 129 | 129 | 124 | 123 | 123 | 123 |
| Community Services | 83 | 83 | 78 | 59 | 47 | 46 | 42 | 36 | 36 | 35 |
| **Total** | 1,812 | 1,811 | 1,752 | 1,694 | 1,628 | 1,646 | 1,611 | 1,571 | 1,530 | 1,516 |

Source: Williamson County Human Resource or Payroll Department

Note:
[a] Budgeted positions

| Function/Program or Department | Fiscal Year 2021[a] | 2020[a] | 2019[a] | 2018[a] | 2017[a] | 2016[a] | 2015[a] | 2014[a] | 2013[a] | 2012[a] |
|---|---|---|---|---|---|---|---|---|---|---|
| General Government | | | | | | | | | | |
| Commissioners Court | 18 | 17 | 17 | 12 | 12 | 12 | 12 | 12 | 12 | 12 |
| Building Maintenance | 33 | 33 | 30 | 28 | 28 | 28 | 28 | 26 | 25 | 25 |
| Budget Office | 3 | 3 | 3 | 3 | 2 | 2 | 2 | 2 | 2 | 2 |
| County Auditor | 29 | 29 | 29 | 29 | 29 | 29 | 28 | 26 | 26 | 26 |
| County Clerk | 10 | 10 | 10 | 24 | 24 | 25 | 25 | 25 | 25 | 25 |
| County Judge | 4 | 4 | 4 | 7 | 7 | 7 | 6 | 6 | 6 | 6 |
| County Treasurer | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 |
| County Wide Records Mgmt-Co Clrk | 14 | 14 | 14 | - | - | - | 2 | 1 | 1 | 1 |
| Elections | 12 | 12 | 12 | 12 | 11 | 11 | 11 | 11 | 11 | 11 |
| Fleet Services | 18 | 18 | 17 | 17 | 17 | 17 | 17 | 17 | 17 | 17 |
| HUD CDBG | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 |
| Air Check Grant | - | - | - | - | - | - | - | 1 | 1 | 1 |
| MHMR Grant | - | - | - | - | - | - | 2 | 1 | 1 | 1 |
| Human Resources | 16 | 15 | 15 | 15 | 11 | 14 | 13 | 13 | 12 | 11 |
| Information Technology Services | 52 | 52 | 45 | 42 | 38 | 38 | 35 | 31 | 27 | 26 |
| Infrastructure | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 |
| Purchasing | 10 | 10 | 10 | 10 | 9 | 9 | 7 | 7 | 7 | 7 |
| Tax Assessor/Collector | 59 | 59 | 56 | 55 | 53 | 52 | 50 | 49 | 49 | 49 |
| | 286 | 284 | 270 | 262 | 249 | 252 | 246 | 235 | 229 | 227 |

**Williamson County, Texas** **Table 15**

County Government Employees by Function – Continued
Last Ten Fiscal Years
(Unaudited)

| Function/Program or Department | Fiscal Year 2021[a] | 2020[a] | 2019[a] | 2018[a] | 2017[a] | 2016[a] | 2015[a] | 2014[a] | 2013[a] | 2012[a] |
|---|---|---|---|---|---|---|---|---|---|---|
| Judicial | | | | | | | | | | |
| County Attorney | 55 | 56 | 55 | 55 | 53 | 52 | 51 | 48 | 45 | 45 |
| District Attorney | 46 | 43 | 42 | 38 | 35 | 33 | 31 | 29 | 27 | 27 |
| County Clerk | 21 | 21 | 20 | 20 | 20 | 20 | 20 | 19 | 19 | 19 |
| District Clerk | 33 | 33 | 33 | 31 | 28 | 28 | 27 | 27 | 27 | 27 |
| County Courts at Law | 16 | 16 | 16 | 16 | 16 | 16 | 16 | 16 | 16 | 16 |
| District Courts | 17 | 17 | 16 | 16 | 16 | 25 | 25 | 23 | 22 | 21 |
| Justice of the Peace | 54 | 53 | 51 | 51 | 51 | 51 | 51 | 48 | 48 | 48 |
| Courthouse Security | 2 | 2 | 2 | 2 | 2 | 3 | 3 | 3 | 3 | 3 |
| Magistrates Office | 4 | 4 | 10 | 10 | | | | | | |
| Personal Bond Office | - | - | 3 | 3 | 3 | 3 | 2 | 2 | 2 | 2 |
| Pretrial | 18 | 10 | | | | | | | | |
| | 266 | 255 | 248 | 242 | 224 | 231 | 226 | 215 | 209 | 208 |
| Public Safety | | | | | | | | | | |
| 911 Communications/EOC | 85 | 85 | 84 | 86 | 83 | 82 | 72 | 70 | 71 | 68 |
| 911 Addressing | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 2 | 2 | 2 |
| Constables | 55 | 55 | 54 | 53 | 52 | 52 | 52 | 51 | 51 | 51 |
| DPS | 1 | 1 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 |
| EMS | 154 | 154 | 147 | 140 | 133 | 145 | 145 | 145 | 127 | 124 |
| HAZ-MAT | 4 | 4 | 4 | | | | | | | |
| Jail | 322 | 326 | 321 | 314 | 315 | 313 | 311 | 307 | 307 | 307 |
| Juvenile Services | 162 | 162 | 164 | 164 | 164 | 162 | 162 | 162 | 155 | 155 |
| Mobile Outreach | 12 | 11 | 11 | 17 | 9 | 13 | 15 | 15 | 13 | 9 |
| Sheriff | 225 | 235 | 232 | 223 | 218 | 217 | 211 | 207 | 204 | 204 |
| | 1,023 | 1,036 | 1,022 | 1,002 | 979 | 989 | 973 | 961 | 932 | 922 |
| Transportation | | | | | | | | | | |
| Road and Bridge | 137 | 137 | 134 | 129 | 129 | 129 | 124 | 123 | 123 | 123 |
| CAMPO | 17 | 17 | | | | | | | | |
| | 154 | 154 | | | | | | | | |
| Community Services | | | | | | | | | | |
| Agricultural Extension Service | 3 | 3 | 3 | 3 | 3 | 3 | 4 | 4 | 4 | 4 |
| Animal Shelter | 31 | 32 | 31 | 20 | 18 | 18 | 17 | 16 | 16 | 15 |
| Conservation | 3 | 2 | 2 | 2 | 2 | 2 | 2 | 1 | 1 | 1 |
| On Site Sewer Facilties | 9 | 9 | 9 | 8 | - | - | - | - | - | - |
| Parks | 27 | 27 | 23 | 21 | 19 | 18 | 14 | 11 | 11 | 11 |
| Tobacco Fund (HUG Program) | 3 | 3 | 3 | | | | | | | |
| Veterans Services | 7 | 7 | 7 | 5 | 5 | 5 | 5 | 4 | 4 | 4 |
| | 83 | 83 | 78 | 59 | 47 | 46 | 42 | 36 | 36 | 35 |
| | 1,812 | 1,811 | 1,752 | 1,694 | 1,628 | 1,646 | 1,611 | 1,571 | 1,530 | 1,516 |

Note:
[a] Budgeted positions
Source: Williamson County Human Resource or Payroll Department

# Williamson County, Texas

## Operating Indicators by Function/Program
## Last Ten Fiscal Years
## (Unaudited)

**Table 16**

| Function/Program | Fiscal Year 2021 | 2020 | 2019 | 2018 | 2017 | 2016 | 2015 | 2014 | 2013 | 2012 |
|---|---|---|---|---|---|---|---|---|---|---|
| General Government | | | | | | | | | | |
| Number of A/P checks issued | 7,596 | 12,248 | 9,406 | 10,356 | 12,196 | 14,477 | 16,063 | 17,487 | 15,869 | 17,014 |
| Number of outgoing A/P wires | 193 | 164 | 180 | 180 | 151 | 138 | 170 | 119 | 152 | 104 |
| Number of invoices processed | 28,744 | 34,576 | 34,933 | 37,837 | 39,388 | 41,304 | 41,663 | 40,655 | 40,038 | 43,822 |
| Number of Pcard charges | 13,292 | 13,681 | 14,827 | 13,818 | 12,073 | 9,712 | 8,484 | 7,580 | 8,146 | 6,688 |
| Number of electronic payments | 5,910 | 6,451 | 6,328 | 6,845 | 4,520 | 3,462 | 2,094 | 682 | 3,422 | 2,019 |
| Judicial | | | | | | | | | | |
| Hot Check Cases | | | | | | | | | | |
| Number of checks processed | 61 | 418 | 478 | 441 | 650 | 804 | 1,159 | 1,853 | 3,316 | 4,323 |
| Number of theft by check cases filed | 12 | 51 | 81 | 101 | 104 | 120 | 100 | 403 | 430 | 611 |
| Public Safety | | | | | | | | | | |
| Number of 911 calls received | 111,941 | 79,825 | 95,578 | 83,136 | 63,589 | 86,049 | 94,829 | 65,371 | 84,997 | 93,280 |
| EMS 911 runs | 29,839 | 25,804 | 25,465 | 24,114 | 22,856 | 21,318 | 24,781 | 25,725 | 23,895 | 24,132 |
| EMS transfer runs | 337 | 719 | 555 | 807 | 808 | 847 | 884 | 909 | 411 | 542 |
| Number of total EMS runs | 30,176 | 26,523 | 26,020 | 24,921 | 23,664 | 22,655 | 25,665 | 26,634 | 24,306 | 24,674 |
| Average EMS response time in minutes | 9:06 | 8:31 | 7:51 | 8:04 | 7:54 | 7:53 | 8:14 | 7:52 | 7:26 | 6:54 |
| Average Jail daily population | 575 | 493 | 572 | 561 | 694 | 647 | 578 | 620 | 566 | 569 |
| Jail bookings | 6,938 | 8,109 | 13,055 | 12,997 | 13,805 | 13,826 | 13,583 | 15,052 | 16,003 | 16,564 |
| Jail releases | 6,862 | 8,291 | 13,076 | 12,711 | 13,964 | 13,687 | 13,591 | 15,041 | 16,004 | 16,567 |
| Jail inmates at 9/30/XXXX | 578 | 500 | 558 | 590 | 641 | 796 | 572 | 606 | 582 | 568 |
| Violations reported by Sheriff Office | 17,784 | 17,094 | 22,198 | 17,246 | 21,022 | 20,445 | 21,809 | 20,097 | 22,898 | 47,181 |
| Annual Fire Inspections | 329 | - | - | - | - | - | - | - | - | - |
| Fire Investigations | 51 | - | - | - | - | - | - | - | - | - |
| Transportation* | | | | | | | | | | |
| Roadway resurfacing (CL miles) | 133 | 104 | 88 | 91 | 94 | 102 | 90 | 118 | 130 | 83 |
| Hot Mix Asphalt Overlay (CL miles) | 12 | 14 | 7 | 9 | - | 5 | - | - | 2 | N/A |
| Crack Seal Applied (LN miles) | 296 | 286 | 271 | 250 | 228 | 77 | 168 | 174 | 118 | N/A |
| Asphalt Patches Applied (Tons) | 18,700 | 19,800 | 18,100 | 14,880 | 14,995 | 23,500 | 26,000 | 27,000 | 24,600 | N/A |
| Bridge / Bridge Class Culvert Replacement (each) | 4 | 5 | 6 | 14 | 26 | - | 1 | 30 | 2 | N/A |
| Culvert Replacement and Maintenance (each) | 164 | 114 | 135 | 177 | 303 | 234 | 220 | 197 | 153 | N/A |
| Major Roadway Rehabilitation (CL miles) | 10 | 9 | 9 | 7 | 10 | 13 | 18 | 16 | 14 | N/A |
| Mowing along roadways (miles) ** | 5,165 | 6,012 | 5,563 | 4,772 | 5,901 | 9,386 | 13,350 | 40,820 | 42,138 | 5,707 |
| Ditch and culvert cleaning (CL miles) | 5 | 5 | 5 | 9 | 7 | 14 | 14 | - | 9 | 4 |
| Striping and Delineation Applied (CL miles) | 171 | 173 | 180 | 154 | 86 | 62 | 32 | 55 | 44 | N/A |
| Signage Replaced (each) | 2,645 | 2,487 | 2,562 | 2,588 | 2,071 | 2,348 | 2,573 | 2,560 | 1,727 | N/A |
| Grade and Shape Gravel Roads (CL miles) | 159 | 153 | 158 | 171 | 180 | 101 | 198 | 105 | 105 | N/A |
| Community Services | | | | | | | | | | |
| Participants using sport fields | 99,575 | 80,777 | 113,008 | 144,987 | 147,680 | 148,361 | 66,809 | 87,966 | 141,275 | 130,284 |
| Parks Dept. reservations | 4,196 | 3,582 | 4,526 | 4,445 | 5,492 | 6,497 | 4,733 | 1,174 | 1,159 | 4,585 |
| Riders of the miniature train | 39,040 | 23,741 | 26,178 | 34,957 | 35,838 | 32,583 | 29,713 | 20,016 | 18,845 | 16,742 |

Source:
Various County departments

*Beginning with FY2013, Transportation is reported in greater detail. "CL miles" refer to Center Line Miles
**Mowing is now reported in Total Miles instead of Center Line Miles.

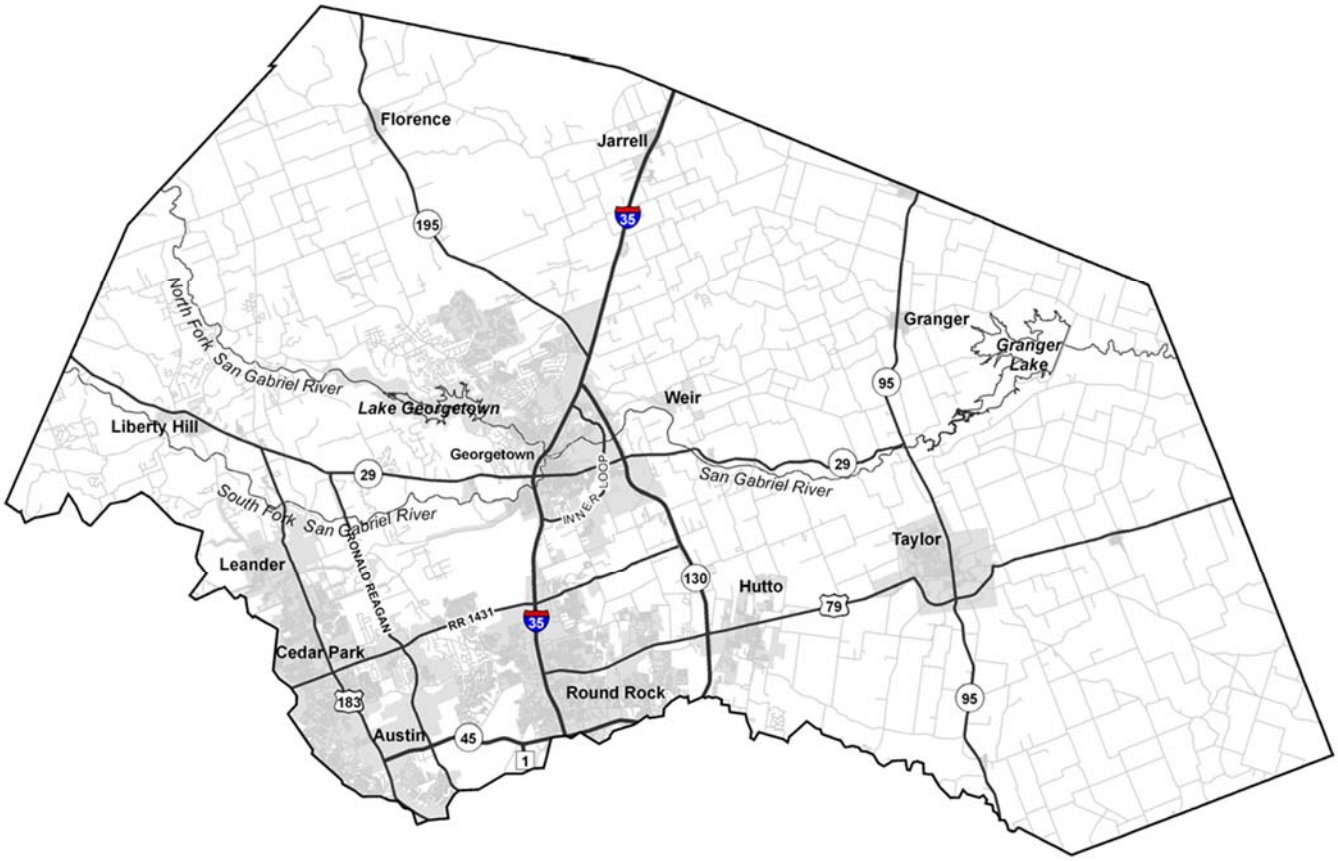
**Williamson County, Texas** **Table 17**

Capital Assets by Function/Program
Last Ten Fiscal Years
(Unaudited)

| Function/Program | Fiscal Year 2021 | 2020 | 2019 | 2018 | 2017 | 2016 | 2015 | 2014 | 2013 | 2012 |
|---|---|---|---|---|---|---|---|---|---|---|
| General Government | | | | | | | | | | |
| Buildings/Facilities - all functions | 75 | 73 | 74 | 72 | 65 | 65 | 65 | 61 | 59 | 58 |
| Vehicles | 66 | 61 | 78 | 44 | 53 | 51 | 47 | 43 | 40 | 41 |
| Judicial | | | | | | | | | | |
| Vehicles | 14 | 14 | 13 | 12 | 12 | 12 | 11 | 10 | 11 | 11 |
| Public Safety | | | | | | | | | | |
| Vehicles | 516 | 518 | 565 | 490 | 469 | 436 | 461 | 384 | 463 | 472 |
| Transportation | | | | | | | | | | |
| Miles of roadway maintained | 1521 | 1513 | 1498 | 1493 | 1485 | 1474 | 1,463 | 1440 | 1422 | 1,416 |
| Bridges | 223 | 212 | 212 | 211 | 212 | 212 | 212 | 212 | 209 | 208 |
| Vehicles | 261 | 225 | 368 | 272 | 283 | 269 | 346 | 306 | 345 | 345 |
| Community Services | | | | | | | | | | |
| Parks acreage | | | | | | | | | | |
| Developed | 363.5 | 363.5 | 363.5 | 363.5 | 363.5 | 363.5 | 363.5 | 363.5 | 363.5 | 363.5 |
| Total | 2935 | 2935 | 2935 | 3532.7 | 3524.4 | 3389.8 | 3386.7 | 3296 | 3252 | 3,178.0 |
| Hike & bike trails (miles) | 29.75 | 28.85 | 28.85 | 28.85 | 28.85 | 28.25 | 20.25 | 18.05 | 18.05 | 15.27 |
| Fields | | | | | | | | | | |
| Cricket | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 |
| Soccer | 11 | 11 | 11 | 11 | 11 | 11 | 11 | 11 | 11 | 11 |
| Softball | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 |
| Courts | | | | | | | | | | |
| Basketball | 6 | 6 | 6 | 6 | 6 | 6 | 6 | 6 | 6 | 6 |
| Tennis | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 |
| Splash pads | 1 | 1 | 1 | 2 | 2 | 2 | 2 | 2 | 2 | 1 |
| Miniature train ride | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 |
| Disc golf holes | 18 | 18 | 18 | 18 | 18 | 18 | 18 | 18 | 18 | 18 |
| Picnic pavilions | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 |
| Campsites | 77 | 77 | 77 | 26 | 28 | 28 | 28 | 28 | 28 | 18 |
| Vehicles | 48 | 25 | 18 | 32 | 33 | 36 | 63 | 66 | 48 | 49 |

Source:
Various County departments and Texas Department of Transportation

**Williamson County, Texas**
Map



## Williamson County

Miscellaneous Information

**Organized in 1848**

**Form of Government:** A political subdivision of the State of Texas

**Area[1]:** 1,136 square miles (1,124 sq. miles/land; 12 sq. miles/water)

**Population**: 609,017 (U.S. Census Bureau December 2020 data)

**Quality of Life:**

**HealthRanking:** The County Health Rankings, released in March 2019 by the University of Wisconsin's Population Health Institute and the Robert Wood Johnson Foundation, ranked Williamson County third among 244 Texas Counties in the health factors (how healthy they can be) and health outcomes category (how healthy people are and how long they live). These findings are with regards to key factors that affect health such as smoking, obesity, binge drinking, access to primary care providers, rates of high school graduation, rates of violent crime, air pollution levels, access to healthy foods, unemployment rates and number of children living in poverty. Since the rankings were first introduced in 2010, Williamson County has been ranked among the top five healthiest counties in Texas

**Hospitals:** St. David's Hospitals are located in Round Rock and Georgetown, with Emergency Centers in Cedar Park and Leander. Baylor Scott & White Medical Centers are located in Round Rock and Taylor. Seton Medical Center Williamson is located in Round Rock. Cedar Park Regional Medical Center is located in Cedar Park. In 2022, the Dell Children's Medical Center North will open in Avery Ranch.

**Recreation:**

**Athletics:** Round Rock Express (AAA Minor League Baseball team), Texas Stars AHL hockey team, Austin Spurs NBA G-League basketball team, Austin Wild Indoor Football Team, community athletic leagues including softball, pickleball, tennis, kickball, baseball, basketball, and aquatics; recreational/fitness centers; golf courses; and numerous running and cycling activities, both competitive and recreational, hosted by Williamson County cities.

**Parks & Outdoors:** Fishing, camping, water sports and wading on Lake Georgetown and Lake Granger; five county parks and numerous city parks (including 28.8 miles of hiking, biking, and running trails; sport fields, disc golf course, playgrounds, splash park); hunting on lands near Lake Granger; Cedar Rock Railroad miniature train in the Southwest Regional Park. The River Ranch County Park will add another major recreation contribution to the County.

**Higher Education:** Austin Community College has campuses in Cedar Park, Round Rock and Leander. Temple College offers classes in Taylor and Hutto. Southwestern University is located in Georgetown. Round Rock also offers classes from Texas State University and Texas A&M Health Science Center. The East Williamson County Higher Education Center, in Hutto, offers classes from Temple College, Texas State Technical College Waco and Texas A&M University.

## Williamson County

Miscellaneous Information – Continued

**Family**: The Williamson Museum in Georgetown offers exhibits, programs and tours of the Williamson County Historic Courthouse and the Williamson Museum on the Chisholm Trail in Round Rock opened summer of 2017 and is particularly focused on the history of the Round Rock area. Other museums include the Palm House Museum, and the Dan Moody Museum in Taylor. Family fun is available on the Hill Country Flyer steam train in Cedar Park and Inner Space Caverns in Georgetown. The Georgetown Palace Theater offers theater productions that are affordable entertainment and educational opportunities for all members of the family.

**Community Events:** Williamson County Sheriff's Posse Rodeo in Jarrell, Taylor Rodeo, The Williamson Museum's Chisholm Trail Days, Georgetown Red Poppy Festival, Round Rock's Frontier Days, Cedar Park's 4th of July Celebration at Milburn Park, Hutto Old Tyme Days, Taylor International Barbecue Cook-off, Brushy Creek MUD's Hairy Man Festival, and other annual community festivals thrive in the County. Music and entertainment events are held at the HEB Center at Cedar Park. In addition, the newly completed Williamson County Expo Center in Taylor hosts a wide variety of family friendly events, including concerts, rodeos, public meetings, livestock shows, shopping markets, dog shows and barrel races.

**Economic Resources[2]:**

**Business:** The County is home to big corporations including Apple, Dell, Emerson Process Management, Samsung and major retail and commercial developments. The County is rich in information technology and computer systems, agricultural and agribusiness, advanced manufacturing and assembly, semi-conductors, construction, real estate, government, and educational sectors are significant economic contributors to the County's robust economy. Williamson County is a member of the Austin MSA, one of the fastest growing areas in the country. The booming population paired with abundant available resources allows a range of business endeavors to flourish.

**Minerals:** Quarried limestone, sand, gravel, and oil.

**Agriculture[3]:** The County is bisected by Interstate 35; essentially separating the thick arable cropland comprised of clay soils of the southern tip of the Blacklands to the east and the broadly rolling hills of caliche (limestone) overlain by thin caliche soils to the west. Mixed hardwood timber and brush cover many areas of the county. The major field crops include feed corn, cotton, winter wheat, grain sorghum and pasture and rangeland. The 2021 Williamson County annual agriculture increment report shows the county had 101,623 acres of feed corn for a total crop value of $41,480,700; 7,300 acres of grain sorghum for a total crop value of $7,970,000; 8,419acres of ginned cotton for a total crop value of $6,933,000; 11,600 acres of winter wheat of which 6260 acres were harvested for grain valued at $1,946,000; 4,112 acres of winter oats grazed as winter forage for livestock; 231acres of pecans for a total crop value of $462,000; 500 acres of sesame for $87,000; and approximately 130,600 acres of hay land including 88,800 acres of native grasslands.

Annual oil production was 7,317 BBLs of oil from 267 drilled wells.

Livestock revenues included: 35,000 beef cows for a total production revenue of $31,500,000; 82,000 total beef cattle including calves for a total production revenue of $71,050,000.

Other agricultural revenues for Williamson County include 2,000 hens with $10,000 of total production revenue; 2,815 goats for a total revenue of $98,425; and 700 honeybee hives producing 50,000 pounds of honey for a total revenue of $45,000. Green Industry revenues generated amounted to $440,333,792.

There are an estimated 35,000 to 45,000 acres in hunting and recreation leases totaling $2,300,000 in revenue.

**Sources:**

1. U. S. Census Bureau
2. Economic Development and Parks and Recreation Departments for the Cities of Georgetown, Round Rock, Cedar Park, Leander, Taylor and Hutto.
3. Texas A&M AgriLife Extension Service

**Students Enrolled in Colleges and Universities Located Near or Within the County [a]:**

| University | Fall 2021 Enrollment |
|---|---|
| Austin Community College | 35,609 |
| Concordia University Texas | 2,157 |
| Huston-Tillotson University | 1,001 |
| St. Edward's University | 3,577 |
| Southwestern University | 1,504 |
| Temple College | 4,416 |
| Texas A&M Health Science Center | 3,107 |
| Texas State University (Round Rock) | 1,513 |
| University of Texas | 51,992 |

**Health Care Facilities Located Near or Within the County [b]:**

**Hospitals:**

Cedar Park Regional Medical Center
Baylor Scott & White University Medical Campus
Reliant Rehabilitation Hospital Central Texas
St. David's Georgetown Hospital
St. David's Round Rock Medical Center
Baylor Scott & White Hospital, Taylor
Georgetown Behavioral Health Institute
Rock Springs, Georgetown
Ascension Seton Medical Center Williamson
Round Rock
Rehabilitation Hospital of Round Rock

**Clinic facilities:**

Austin Diagnostic Clinic – Cedar Park, Round Rock
Austin Regional Clinic – Cedar Park, Hutto, Round Rock
Bluebonnet Trails Community Services - Cedar Park, Georgetown, Hutto, Taylor
Brushy Creek Family Medical Associates
Cedar Park Family Practice
Central Texas Diagnostic Clinic
Dell Children's Circle of Care Pediatrics-
Round Rock Health Clinic
Lake Aire Medical Center, Georgetown
Texas A&M HSC Whitestone, Cedar Park
Pediatrics at Hutto
Express Urgent Care, Round Rock
EasyCare Round Rock, Austin Diagnostic Clinic
Family Medical Center of Cedar Park
Family Medical Center of Georgetown
Family Medicine Associates of Round Rock
Family Medicine Clinic of Georgetown
FasMed Urgent Care – Georgetown, Taylor
Georgetown Medical Clinic
Health Center at Scott and White Hospital, Taylor
Hill Country Family Health Specialists
Leander Healthcare Center
Lone Star Circle of Care Federally Qualified Health Ctr
Dell Children's-Circle of Care Adolescent Health at Texas A&M HSC, Round Rock
A.W. Grimes Medical Offices, Round Rock
Family Medicine at Lake Aire Medical Center, Georgetown
Senior Health Care Lake Aire Medical Center, Georgetown
Seton-Circle of Care Family Medicine at Texas A&M HSC, Round Rock

Seton-Circle of Care Behavioral Health at Texas A&M HSC, Round Rock
Seton-Circle of Care Women's Services at Texas A&M HSC, Round Rock
LSCC OB/GYN, Round Rock
Psychiatry & Behavioral Health at Lake Aire Medical Center, Georgetown
Psychiatry & Behavioral Health at Round Rock Health Clinic, Round Rock
Minute Clinic – Cedar Park, Georgetown, Round Rock
NextCare Urgent Care-Austin North, Georgetown, Round Rock
Northwest Diagnostic Clinic, Cedar Park
Physician Associates of Georgetown
Physician's Center, P.A., Georgetown
Pro-Med Minor Emergency Center, N. Hwy 183
Rapid Care Clinic, Leander
Redi Clinic – Cedar Park, Round Rock
Rock Springs – Changes, Round Rock
Baylor Scott & White Clinic – Cedar Park, Cedar Park West, Georgetown, Hutto, Johns (Taylor), University (Round Rock), Round Rock West
Seton Cedar Park
St. David's Urgent Care, Round Rock, Georgetown, Hutto, Cedar Park
St. David's Emergency Center, Cedar Park and Leander
Texas MedClinic, Round Rock
Town Center Family Medicine of Cedar Park
T&K Physician Associates, Georgetown
Town Center Family Medicine of Cedar Park
Urgent and Family Care, Parmer Lane

**Public Health Centers**:
Williamson County and Cities Health District– Cedar Park, Georgetown, Round Rock, Taylor

**Volunteer Clinic Facilities:**
Samaritan Health Ministries
Sacred Heart Community Clinic, Round Rock
Pflugerville Community Health Center North (Low Cost Clinic)

Note: This is not an exhaustive list. Not included are individual practitioners, specialty care practices, or pediatric practices. New facilities are opening on an ongoing basis.

Source: a – Respective college or university
b – Williamson County and Cities Health District

## Williamson County

Government Office Information

The government of Williamson County, Texas is subdivided into several different offices, each with its own legally constituted duties as prescribed by the constitution and/or legislative act. The head of some offices are elected officials while others are appointed by the Commissioners Court or the District Judges of Williamson County as provided by law.

### Constitutional Offices

Williamson County is a political body. The general governing body of the County is the Commissioners Court, which has none of the functions of a traditional court, but has powers and duties clearly set forth and defined in the constitution and statutes. The Commissioners Court is comprised of four commissioners, each of whom is elected by the qualified voters of one of four precincts in the County, and a County Judge, who is elected countywide as presiding officer. Commissioners Court, as a political subdivision of the state, was created to carry out policy common to the state. Therefore, it was not mainly created to advance the interest of the locality in which it is located. The election of the various County officials ensures, in most instances, the application of state laws and regulations, in light of local needs and statutes, and to establish a courthouse and jail, appoint numerous officials, fill vacancies in certain County offices, let contracts in the name of the County, build roads and bridges, administer the County's public welfare services, perform numerous duties in regard to elections, set the County tax rate, issue bonds, and adopt the County budget.

### District Courts

There are five District Courts in Williamson County, each of which is a court of general jurisdiction and may try both civil and criminal cases. The judge of each of the respective courts is elected countywide. The District Courts have original jurisdiction in all criminal cases of the grade of felony, and all suits on behalf of the state to recover penalties, forfeitures and escheat. The District Courts preside over all cases of divorce, misdemeanors involving official misconduct, suits to recover damages, slander or defamation of character, suits for title of land and for enforcement of liens thereon, suits for the right of property levied upon by virtue of any writ of execution, sequestration, or attachment when the property levied on is valued at an amount of $500 (exclusive of interest) and all suits concerning contested elections.

These courts and the judges thereof have power to issue writs of habeas corpus, mandamus, injunction, certiorari and all writs necessary to enforce their jurisdictions. The District Courts also have appellate jurisdiction and general supervisory control over the County Commissioners Court. They have general original jurisdiction over all causes of action which a remedy or jurisdiction is not provided by law or the Constitution. The District Court, concurrently with County Court, has the general jurisdiction of a probate court and may do all things associated with the duties of a probate court enumerated under County Court. In addition, the District Courts share concurrent jurisdiction with the County Courts at Law when the matter in controversy exceeds $500 but is less than $20,000. Along with these constitutional and statutory responsibilities, the District Judges have the statutory responsibility of appointing the County Auditor and Court Reporters for each of the respective District Courts. The District Judges, along with the County Court at Law Judges, appoint the Community Supervision and Corrections Department Director. The District Judges, along with the County Judge serve on the County Juvenile Board which oversees the operations of the Juvenile Probation Department and appoints the Chief Juvenile Probation Officer.

### Constables

In general, the duties of the Constable are to perform a service or act, execute and return, as provided by law, all civil and criminal processes, writs, citations, subpoenas, summons, warrants, and precepts, directed and delivered by a lawful official, anywhere in the constable's County, or in a County contiguous to the constable's County, and in other locations as provided by law. The Constable may seize and sell real estate and personal property upon order of the court, take eviction action and attend justice court proceedings. The Constable may enforce all state laws and arrest offenders with or without warrant for felonies or misdemeanor offenses committed against the peace and dignity of the state.

## County Attorney

The countywide electorate elects the County Attorney. Duties include representation of the State of Texas in all criminal proceedings under investigation or pending before the County Courts at Law and Justice Courts of the County, examination and prosecution of all cases pending before the Juvenile Courts, and representation of the State in all cases appealed to or from any of these courts. The County Attorney also processes felony and misdemeanor hot checks, obtains protective orders for victims of domestic violence, represents the Department of Protective and Regulatory Services in cases involving abuse or neglect of children or helpless adults, and obtains commitment orders for mental illness and substance abuse. The County Attorney attends Commissioners Court as the civil lawyer for the County and provides a full range of legal services in that capacity. Also provided by the County Attorney is legal advice to all County officials and employees. Where applicable, the County Attorney oversees the representation of officials and employees who are involved in litigation.

## County Clerk

The countywide electorate elects the County Clerk and the duties and fees collected by the office are prescribed by the legislature. The County Clerk is the clerk of the County and of Commissioners Court and is the official recorder of County business. By legislation in Williamson County, the County Clerk functions as the clerk of the court for each of the County Courts at Law. In addition, the County Clerk acts as recorder of deeds and other instruments, records and issues death and birth certificates, issues marriage licenses, registers cattle brands, records and retains all plats, and maintains records of mental health commitments. The County Clerk serves as clerk of the Probate and Civil Court and keeps all records, books, paper, and proceedings of the probate court as well as the County Courts at Law criminal dockets. Additional responsibilities include keeping all records properly indexed, arranged and preserved.

## District Attorney

The legislature may create the Office of the District Attorney in any judicial district in the state and prescribe the duties of the office. Such an office in Williamson County has been created and the District Attorney is a constitutional officer. The countywide electorate elects the District Attorney. The duties of the office in general are to represent the State of Texas on all criminal matters before the District Courts of Williamson County. These matters include grand jury proceedings along with bond and asset forfeitures. The District Attorney also handles all appeals from any such matters that are taken to the Court of Appeals, Texas Court of Criminal Appeals, the Texas Supreme Court and the United States Supreme Court.

## District Clerk

The countywide electorate elects the District Clerk. In general, the functions of this office are to serve in an administrative capacity for the District Courts (state courts), to perform judicial or quasi-judicial duties in connection therewith, to act as custodian of the court records, to receive money in the clerk's official capacity, and to perform general assessed duties as are enjoined by statute or imposed by the lawful authority of the court. The District Clerk of Williamson County also maintains the files for all criminal, civil, family, and tax cases handled by these courts.

**Justice of the Peace Courts**

There are four Justice of the Peace Courts in Williamson County. Each Justice of the Peace is elected by the voters living within their respective precinct. Justices of the Peace have jurisdiction in all Class C misdemeanor criminal matters where such fines are established by statute. Also, the Justices of the Peace have jurisdiction in civil matters either in Small Claims Court or Justice Court where the amount in controversy is $20,000 or less (exclusive of interest) of which exclusive original jurisdiction is not given to the County or District Courts. Appeals to the County Court shall be allowed in all cases decided in Justice Court, however, in civil cases, only when the judgment is for more than $20 (exclusive of costs). The Small Claims Court exercises concurrent jurisdiction with the Justice Courts in all actions for recovery of money by any person, association of persons, corporations or by any attorney for such parties or other legal entity where the amount involved, exclusive of cost, does not exceed the sum of $20,000. Other duties of the Justices of the Peace in Williamson County include death inquests, mental probable cause hearings, debt claim and eviction proceedings, criminal prisoner admonishments, peace bond hearings, school truancy cases, juvenile magistrate statements, animal cruelty hearings, driving license suspension hearings, and other administrative duties per code.

**Sheriff**

The qualified voters of the County elect the Sheriff to office. The duties of the Sheriff are prescribed by the legislature. The Sheriff may employ guards for the safekeeping of prisoners in the jail and, subject to regulations of Commissioners Court, has charge and control of the courthouse. In addition, the Sheriff shall execute all processes and precepts directed by legal authority and make return thereof to the proper court. The Sheriff is the Chief Law Enforcement Officer for the County and custodian of the County jail. In addition to apprehending criminals and serving writs and other legal papers for the Civil, County, and District Courts, the Sheriff is also charged with keeping order in the courtrooms. The Sheriff also administers proactive programs aimed at crime prevention and substance abuse control such as the Drug Abuse Resistance Education (DARE) program.

**Tax Assessor-Collector**

The Tax Assessor-Collector is elected by the countywide electorate and performs all the duties with respect to assessing property for the purpose of taxation and collection of taxes as may be prescribed by the legislature. The duties of the office consist of assessing and collecting County property taxes. The officer may serve in a similar capacity for any incorporated city, town, village, school districts--independent or otherwise, drainage district, and water control in the County. The Tax Assessor-Collector of Williamson County, in addition to assessing and collecting for taxable real and personal property within the County, collects the taxes for many independent cities and districts. Other duties include collecting state and county license fees, occupation fees, and state automobile transaction taxes.

**County Treasurer**

The countywide electorate elects the County Treasurer. The duties of the County Treasurer are to receive County funds and disburse them, subject to the County Auditor's countersignature. The function of this office is an essential part of internal control in financial matters in that all monies due to the County must be placed in the Treasurer's custody. Monies are forwarded to the County Treasury and can be withdrawn upon the signature of the County Treasurer and countersignature of the County Auditor. Additional responsibilities of the County Treasurer include signatory authority for all payroll related payments with the countersignature of the County Auditor. Also, the County Treasurer is responsible for the reconciliation of all bank accounts upon which the Treasurer acts as signatory. The County Treasurer prepares and submits all required reports and payments to the State of Texas and serves as Secretary to the Bail Bond Board. In addition, the County Treasurer serves as the Certified Investment Officer for the County relative to all requirements of the Public Funds Investment Act.

## OFFICES CREATED BY LEGISLATIVE LAW

### County Court at Law

There are four County Courts-at-Law in Williamson County, each created by the legislature. The countywide electorate elects each of the County Court at Law judges. These courts have jurisdiction in all eminent domain/condemnation cases, misdemeanor cases, probate, and mental illness and chemical dependency matters. The County Courts-at-Law have concurrent jurisdiction with the District Courts in family law cases, including divorces, child custody cases and in civil matters where the amount in controversy does not exceed $250,000 (exclusive of punitive or exemplary damages, costs, and interest). The County Courts-at-Law have appellate jurisdiction in all appeals in criminal and civil cases from Justice Courts and Municipal Courts. Along with these duties, the County Court at Law Judges and the District Judges appoint the Community Supervision and Corrections Department Director.

### County Auditor

The County Auditor is appointed by the District Judges and serves as the Chief Accounting Officer of the County. The County Auditor has general oversight of all County records and is responsible per statute, for projecting revenue during the budget process. The County Auditor must sign all checks written for the County. It is the responsibility of the County Auditor's office to audit each fee collecting office at least once each quarter. Financial reporting is also performed by the County Auditor's office. The County Auditor is responsible for the creation of the Comprehensive Annual Financial Report (CAFR) and the Popular Annual Financial Report (PAFR), that is submitted each year to the Government Finance Officers Association for review. In addition, the County Auditor oversees the payroll and accounts payable function for the entire County. Other responsibilities include accounting for fixed assets and administering and reporting all grant funds received from the state and federal government and other entities. The County Auditor also serves as the fiscal officer for the Community Services and Corrections Department and Chief Fiscal Officer for Juvenile Services.

### Budget Officer

In a county with a population of more than 125,000 the Commissioners Court may appoint a Budget Officer. The Budget Officer is responsible for preparing a county budget for the fiscal year. In preparing or monitoring the budget, the Budget Officer may require the County Auditor or any other district, county, or precinct officer of the county to provide any information necessary for the Budget Officer to properly prepare or monitor the budget. The county budget is approved by Commissioners Court.

### Regional Animal Shelter Director

The mission of the Regional Shelter Director is to ensure humane care is provided to all animals in the shelter, to assist the participating entities in enforcing state law and local ordinances, and to otherwise serve the citizens in a cost-effective manner. The Regional Shelter Director takes responsibility for animal shelter operations and staff by developing and enforcing policies and procedures that are compliant with local, state and federal law. Priorities include development and maintenance of budgetary and financial goals, communication and relationships with regulatory agencies, Commissioners Court, Shelter Board and officials from all city/county entities. The director also monitors and reports trends which may be used to facilitate planning of programs consistent with the success of overall shelter goals. The Shelter Director is hired by County officials utilizing input from the Regional Animal Shelter's Board of Directors.

**Chief Juvenile Probation Officer**

The Williamson County Juvenile Board is comprised by state statute (TAC) of all District Judges and the County Judge. The board is tasked with appointing a chief executive officer to administer all Juvenile Services to Williamson County Youth and Families. Duties of the chief juvenile officer include developing a department budget, hiring officers, developing operating policies and procedures in alignment with state standards and maintaining operations of all segments of youth services including the following. Currently there are four office locations, one in each county precinct. The central office or Juvenile Justice Center houses Central Administration, the Juvenile Court, the Juvenile Detention Center, C.O.R.E. Residential Treatment Center, S.T.E.P. the Juvenile Justice Alternative Education program, Prevention Services, and Georgetown Court and Field Services. The remainder of Field Services are administered through additional branch office locations in the cities of Round Rock, Taylor, and Cedar Park. 165 full-time employees including youth engagement specialist (juvenile probation and supervision offices), case managers, counselors, social workers, teacher, nurses, specialists, supervisors, administrators, support staff, and additional part-time staff and contract professionals focus their daily efforts on executing and supporting the WCJS Vision – "Making a difference in our community: creating opportunities for positive change through hope, empowerment, prevention and accountability." WCJS offers robust services and programs to youth and families including, but not limited to, prevention and early intervention services, direct-care supervision and support, community supervision and engagement, court services, legal advocacy, on-site education and school services, case management, parent enrichment, electronic monitoring, family preservation, crisis intervention, home and school-based services, counseling, sexual behavior treatment and polygraph, psychiatric medication management, mental health and psychological assessment/evaluation, substance use intervention and treatment, on-site medical services, and residential treatment. WCJS operates under a comprehensive trauma-informed and relational framework; balancing accountability, youth and family rehabilitation, and community protection.

**County Emergency Services Senior Director**

The County Judge, with the advice and consent of Commissioners Court, appoints the Senior Director of Emergency Services of Williamson County. It is the Senior Director's duty to control and direct the areas of Emergency Management, Emergency Communications, Fire Marshal-Special Operations, MOT (Mobile Outreach Team), Wireless Communications, and EMS (Emergency Medical Services). It is the responsibility of the senior director to serve as liaison between municipal districts, county, regional, state and federal emergency management functions as well as other emergency management organizations. Emergency Management will respond to local disasters by coordinating recovery activities with local, regional and state entities. The area of Fire Marshal – Special Operations is responsible for responding to hazardous material spills, swift-water rescue, and technical rescue within the county and the region. The Fire Marshal's Office enforces the fire code and conducts fire investigations. MOT responds to mental health crisis calls in the county in coordination with the various law enforcement agencies within the county. Emergency Communications handles all 911 communications between the general public and County, City and Special District Agencies tasked with rapid response. Wireless Communications manages the radio system between the various Public Safety Agencies within the County. EMS responds to all emergency medical calls and handles transport of patients within the county except within the City of Georgetown.

**County Extension Service Agent**

The Williamson County Office of the Texas Agricultural Extension Service is a unique partnership between the County Commissioners Court and the Texas A & M University System. County Extension Agents provide outreach education to the citizens of Williamson County in the areas of Agriculture, Family and Consumer Sciences, 4-H, Youth Development, and Horticulture. Agents utilize research-based information to conduct workshops, clinics, tours, meetings and programs, as well as preparing news releases and web-based education. The Extension Service values and promotes citizen and community involvement, research-based education, lifelong learning, and volunteerism.

**CSCD Director**

The Community Supervision and Corrections Department (also known as Adult Probation Department) Director is appointed by the District and County Court at Law Judges with criminal jurisdiction. The department is responsible for supervising adult offenders placed on community supervision as well as offenders placed in the department's 100-bed intensive inpatient substance abuse program referred to as the Central Texas Treatment Center. The department's mission is to serve the community by providing Defendants the opportunity to change their behavior through evidence-based practices and client centered supervision. The CSCD operates its own Outpatient Services Department providing offenders high quality, evidence-based programing at costs much lower than can typically be found in the private sector. The department also operates several specialized caseloads including specialized supervision for sex offenders, special needs offenders, offenders required to be monitored on electronic monitoring or surveillance, and offenders required to have ignition interlock devices that monitor alcohol use in their vehicles. The department receives most of its funding from state funds and Court ordered offender fees. The Texas Department of Criminal Justice-Community Justice Assistance Division provides grant and operational funds, and department oversight.

**Elections Administrator**

The Elections Administrator is the County Elections Official and is appointed by the Williamson County Elections Commission. The duties of the Elections Administrator include all voter registration activities for over 378,856 registered voters in 94 precincts and the conduct of election activities for more than 44 county, city, and school governments, as well as 67 municipal and special utility districts. Duties also include the preparation and maintenance of appropriate political jurisdiction maps. The Elections Administrator prepares elections contracts and conducts elections for federal and state elections, and for local elections when requested. Duties include the selection and coordination of poll sites, selection and training of poll workers, and preparation of ballot materials. The Elections Administrator serves as the repository for local officials' campaign and expenditure reports. The Elections Administrator provides information to the public regarding voter registration and elections and serves as a liaison to the Secretary of State regarding elections issues.

**Facilities Senior Director**

The County Judge appoints the Facilities Senior Director with the advice and consent of the Commissioners Court. The Facilities Senior Director oversees all County facilities construction activities and ensures the quality and completion of maintenance and repair for all County-owned buildings and grounds. Maintenance includes all major and minor repairs to County facilities, supervision and execution of all janitorial and grounds maintenance contracts, and review/approval of payments to suppliers, contractors, and utilities.

**Human Resource Senior Director**

The Human Resource (HR) Senior Director for Williamson County is appointed by the County Judge with the advice and consent of the Commissioners Court. The Senior Director must ensure the County follows state and federal hiring laws, that applicants meet the qualifications of a particular job opening and that the public is notified when a job opening becomes available within the County. The HR Senior Director is responsible for the management of the Self-Funded Benefits Plan and various other medical and dental benefit plans offered by the County as well as life and disability insurance, workers' compensation insurance, the wellness program and the employee assistance program. The HR Senior Director also monitors the claims disbursement made under the Self-Funded Benefits Plan and must ensure the various benefits plans are administered in compliance with federal laws and regulation. The HR Senior Director must ensure the County complies with the Drug-Free Workplace Policy, the Family and Medical Leave Act (FMLA) and the Americans with Disabilities Act (ADA). The Senior Director ensures compliance with Williamson County compensation policies and directs the biannual salary study process.

**Infrastructure Services Senior Director**

The County Judge, with the advice and consent of the Commissioners Court, appoints the Senior Director of Infrastructure Services of Williamson County. It is the Senior Director's duty to control and direct the areas of Fleet Services, the County Engineer's Office and the Road and Bridge Division. It is the responsibility of the senior director to serve as a liaison with local, state, county, and federal organizations. Fleet Services personnel maintain Williamson County's fleet of vehicles and equipment; make recommendations, during the budget process, for equipment replacement needs of county departments and assist in defining what types of equipment should be purchased. The Road and Bridge Division of Williamson County has the responsibility for the maintenance and repair of all County roads, bridges, drainage structures and ditches pertaining to the road system in Williamson County. The County Engineer's Office is responsible for planning, design and inspection of roadway and drainage facilities required to provide for the safe, economical and productive operation of the County's transportation system. The County Engineer's Office is additionally responsible for land development coordination activities such as plat review for the unincorporated areas within the County.

**Parks Department Senior Director**

The County Judge appoints the Parks Department Senior Director with the advice and consent of the Commissioners Court. The Parks Department Senior Director is responsible for the development, operation, and maintenance of County parks, trails and preserves. The Parks Department Senior Director also provides for safe and secure facilities and coordinates park related development and activities with cities in the County.

**Purchasing Agent**

The Purchasing Agent is appointed by the Commissioners Court. The Purchasing Agent is responsible for carrying out the purchasing function as prescribed by law and for administering the procedures prescribed by law for notice and public bidding for county purchases and contracts. The County Purchasing Agent purchases all supplies, materials and equipment required or used by the county and contracts for all repairs to purchased equipment, as needed. The Purchasing Agent has the responsibility of providing an accounting for all property on hand annually to the County Auditor and the Commissioners Court.

**Technology Services Senior Director**

The County Judge, with the advice and consent of the Commissioners Court, appoints the Technology Services Senior Director of Williamson County. It is the Technology Services Senior Director's duty to oversee the functions of Technology Services (TS), Geographic Information Systems (GIS), 911 Addressing and Records Management (RM) for the County. TS includes installing new systems, protecting computer-stored records, maintaining control of daily Data Lifecycle functions, troubleshooting within County offices as computer-related issues arise as well as supporting County-wide telecommunications. GIS includes management of the central GIS database and interfaces as well as providing GIS, GPS, and related services to County departments and the public. 911 Addressing includes maintaining the 911 telephone database for the entire County and providing addressing services for the unincorporated areas and small cities. RM functions include warehousing and protecting records from the various County departments, monitoring and coordinating destruction schedules, and warehousing and coordinating the disposal of assets as the assets exceed their useful life. In addition, the Technology Services Senior Director oversees County mail courier functions.

**Veterans Services Officer**

In a county with a population of 200,000 or more the Commissioners Court shall maintain a Veterans County Service office. The Commissioners Court appoints the County Veterans Services Officer and the number of Assistant County Veterans Services Officers that it considers necessary. Veterans Services staff assists veterans and their families with information on programs and services that are available for individuals that have served in the armed forces. They also help them file for and receive their entitled benefits from the Department of Veterans Affairs. Programs and services available include educational benefits, vocational benefits, disability retirement, obtaining lost military records and more.

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# Federal and State Award Programs

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**Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards***

To the Honorable County Judge
and County Commissioners
Williamson County, Texas

We have audited, in accordance with the auditing standards generally accepting in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of Williamson County, Texas (the County), as of and for the year ended September 30, 2021, and the related notes to the financial statements, which collectively comprise the County's basic financial statements, and have issued our report thereon dated March 28, 2022.

**Internal Control over Financial Reporting**

In planning and performing our audit of the financial statements, we considered the County's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the County's internal control. Accordingly, we do not express an opinion on the effectiveness of the County's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

**Compliance and Other Matters**

As part of obtaining reasonable assurance about whether the County's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Weaver and Tidwell, L.L.P.
1601 South MoPac Expressway, Suite D250 | Austin, Texas 78746
Main: 512.609.1900
CPAs AND ADVISORS | WEAVER.COM

The Honorable County Judge
and County Commissioners
Williamson County, Texas

**Purpose of this Report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Weaver and Tidwell, L.L.P.

WEAVER AND TIDWELL, L.L.P.

Austin, Texas
March 28, 2022

**Independent Auditor's Report on Compliance for Each Major Program and Report on Internal Control over Compliance in Accordance with the Uniform Guidance and State of Texas Uniform Grant Management Standards**

To the Honorable County Judge
and County Commissioners
Williamson County, Texas

**Report on Compliance for Each Major Federal and State Program**

We have audited the compliance of Williamson County, Texas (the County) with the types of compliance requirements described in the U.S. *Office of Management and Budget (OMB) Compliance Supplement* and the State of Texas Uniform Grant Management Standards (UGMS) that could have a direct and material effect on its major federal and state programs for the year ended September 30, 2021. The County's major federal and state programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

***Management's Responsibility***

Management is responsible for compliance with the requirements of laws, regulations, contracts, and grants applicable to its federal and state programs.

***Auditor's Responsibility***

Our responsibility is to express an opinion on compliance for each of the County's major federal and state programs based on our audit of the types of compliance requirements referred to above.

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost principles, and Audit Requirements for Federal Awards* (Uniform Guidance); and UGMS. Those standards, the Uniform Guidance, and UGMS require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal or state program occurred. An audit includes examining, on a test basis, evidence about the County's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each of the County's major federal and state programs. However, our audit does not provide a legal determination of the County's compliance.

***Opinion on Each Major Federal and State Program***

In our opinion, the County complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal and state programs for the year ended September 30, 2021.

The Honorable County Judge
and County Commissioners
Williamson County, Texas

**Report on Internal Control over Compliance**

Management of the County is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered the County's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal and state program as a basis for designing auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal and state program and to test and report on internal control over compliance in accordance with the Uniform Guidance and UGMS, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the County's internal control over compliance.

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct noncompliance with a type of compliance requirement of a federal or state program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or combination of deficiencies in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal or state program will not be prevented, or detected and corrected on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal or state program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance and UGMS. Accordingly, this report is not suitable for any other purpose.

Weaver and Tidwell, L.L.P.

WEAVER AND TIDWELL, L.L.P.

Austin, Texas
March 28, 2022

**Williamson County, Texas**
Schedule of Findings and Questioned Costs
For the Fiscal Year Ended September 30, 2021

## Section 1. Summary of Auditor's Results

**Financial Statements**

An unmodified opinion was issued on the financial statements.

Internal control over financial reporting:

| | | | |
|---|---|---|---|
| Material weakness(es) identified? | ____ Yes | X No | |
| Significant deficiencies identified that are not considered to be material weakness(es)? | ____ Yes | X None reported | |
| Noncompliance material to financial statements noted? | ____ Yes | X No | |

**Federal and State Awards**

Internal control over major programs:

| | | | |
|---|---|---|---|
| Material weakness(es) identified? | ____ Yes | X No | |
| Significant deficiencies identified that are not considered to be material weakness(es)? | ____ Yes | X None reported | |

An unmodified opinion was issued on compliance for major programs.

| | | | |
|---|---|---|---|
| Any audit findings disclosed that are required to be reported in accordance with the Uniform Guidance, or State of Texas Uniform Grant Management Standards? | ____ Yes | X No | |

Identification of major federal programs:

| | |
|---|---|
| 21.019 | Coronavirus Relief Fund |
| 14.218 | Community Development Block Grant |

Identification of major state programs:

| | |
|---|---|
| | Flood Plain Grant |
| Dollar threshold use to distinguish between type A and type B programs? | $991,670 - Federal |
| | $300,000 - State |

| | | |
|---|---|---|
| Auditee qualified as low-risk auditee? | X Yes | ____ No |

## Section 2. Financial Statement Findings

None

## Section 3. Federal and State Award Findings and Questioned Costs

None

## Section 4. Schedule of Prior Audit Findings and Questioned Costs

None

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# Williamson County, Texas
## Schedule of Expenditures of Federal and State Awards
## For the Fiscal Year Ended September 30, 2021

| Federal Grantor/ Pass Through Grantor Program Title | Federal Assistance Listing Number | Grant or Identifying Number | Pass-Through to Non-State Entities | Expenditures Direct | Expenditures Total |
|---|---|---|---|---|---|
| FEDERAL AWARDS | | | | | |
| U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES | | | | | |
| Passed Through Texas Department of Family and Protective Services | | | | | |
| Foster Care (Title IV-E) (Legal) | 93.658 | 24722893 | $ - | $ 42,701 | $ 42,701 |
| Medical Assistance Program (Medicaid;Title XIX) | 93.788 | N/A | - | 473,449 | 473,449 |
| Total Passed Through Texas Department of Family and Protective Services | | | - | 516,150 | 516,150 |
| **Total U.S. Department of Health and Human Services** | | | $ - | $ 516,150 | $ 516,150 |
| U.S. ELECTION ASSISTANCE COMMISSION | | | | | |
| Passed Through Texas Secretary Of State | | | | | |
| COVID-19 - HAVA Election Security Grants | 90.404 | TX20101CARES-246 | $ - | $ 59,351 | $ 59,351 |
| Total Passed Through Texas Secretary Of State | | | - | 59,351 | 59,351 |
| **Total U.S. Election Assistance Commission** | | | $ - | $ 59,351 | $ 59,351 |
| U.S. DEPARTMENT OF THE INTERIOR NATIONAL PARK SERVICE | | | | | |
| Passed Through Texas Parks & Wildlife Department | | | | | |
| Cooperative Endangered Species Conservation Fund - Twin Springs Restoration | 15.615 | CA-0001117 | $ - | $ 6,032 | $ 6,032 |
| Total Passed Through Department of Agriculture | | | - | 6,032 | 6,032 |
| **Total U.S. Department of Interior National Park** | | | $ - | $ 6,032 | $ 6,032 |
| U.S. DEPARTMENT OF HOMELAND SECURITY | | | | | |
| Passed Through Texas Office of the Governor - Division of Emergency Management | | | | | |
| Homeland Security (HSGP) - Hazmat Monitor & Maintenance | 97.067 | EMW-2020-SS-00054-S01 | $ - | $ 25,499 | $ 25,499 |
| Total Passed Through Texas Office of the Governor - Division of Emergency Management | | | - | 25,499 | 25,499 |
| Passed Through Texas Department of Public Safety - Division of Emergency Management | | | | | |
| State Fire Training Systems Grants - Texas Severe Winter Storms | 97.043 | 4586-DR-TX | - | 346,481 | 346,481 |
| Total Passed Through Texas Department of Public Safety - Division of Emergency Management | | | - | 346,481 | 346,481 |
| **Total U.S. Department of Homeland Security** | | | $ - | $ 371,980 | $ 371,980 |
| U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT | | | | | |
| Direct Programs | | | | | |
| Community Development Block Grant/Entitlement Grants | 14.218 | B-17-US-48-0502 | $ (3,600) | $ - | $ (3,600) |
| Community Development Block Grant/Entitlement Grants | 14.218 | B-18-US-48-0502 | 526,996 | - | 526,996 |
| Community Development Block Grant/Entitlement Grants | 14.218 | B-19-US-48-0502 | 620,338 | 127,102 | 747,440 |
| Total Direct Programs | | | 1,143,734 | 127,102 | 1,270,836 |
| **Total U.S. Department of Housing and Urban Development** | | | $ 1,143,734 | $ 127,102 | $ 1,270,836 |
| U.S. DEPARTMENT OF JUSTICE | | | | | |
| Direct Programs | | | | | |
| Equitable Sharing Program | 16.922 | TX2460000 410411 | $ - | $ 18,231 | $ 18,231 |
| Total Direct Programs | | | - | 18,231 | 18,231 |
| Passed Through Office of the Governor - Criminal Justice Division | | | | | |
| Juvenile Justice and Delinquency Prevention - 2020 Trauma Focused Equine | 16.540 | 2017-DJ-BX-0053 | - | 26,160 | 26,160 |
| Crime Victim Compensation - SO Victim Assistance Unit | 16.575 | 2019-V2-GX-0011 | | 14,944 | 14,944 |
| Total Passed through Office of the Governor - Criminal Justice Division | | | - | 41,104 | 41,104 |

The Notes to the Schedule of Expenditures of Federal and State Awards are an integral part of this statement.

# Williamson County, Texas

Schedule of Expenditures of Federal and State Awards – Continued
For the Fiscal Year Ended September 30, 2021

| Federal Grantor/ Pass Through Grantor Program Title | Assistance Listing Number | Grant or Identifying Number | Through to Non-State Entities | Expenditures Direct | Expenditures Total |
|---|---|---|---|---|---|
| FEDERAL AWARDS | | | | | |
| Passed Through Office of Justice Programs | | | | | |
| Drug Court Discretionary Grant Program - | | | | | |
| Wilco Veterans Court Enhancement Grant | 16.585 | 2020-VC-BX-0093 | - | 39,113 | 39,113 |
| Drug Court Discretionary Grant Program - | | | | | |
| Wilco DWI Court Enhancement Grant | 16.585 | 2020-MU-BX-0103 | - | 53,181 | 53,181 |
| Edward Byrne Memorial Justice Assistance Grant Program - | | | | | |
| JAG Grants | 16.738 | 2019-DJ-BX-0456 | - | 1,441 | 1,441 |
| Total Passed through Office of Justice Programs | | | - | 93,735 | 93,735 |
| **Total U.S. Department of Justice** | | | $ - | $ 153,070 | $ 153,070 |
| U.S. DEPARTMENT OF TRANSPORTATION | | | | | |
| Passed Through Texas Department of Transportation - | | | | | |
| Pass Through Toll Financing | | | | | |
| Highway Planning & Construction | | | | | |
| FM 1660 CR 134 to CR 101 | 20.205 | PT2005-001-01-PTT1566-01-009 | $ - | $ 123,940 | $ 123,940 |
| Total Passed Through Texas Department of Transportation - | | | | | |
| Pass Through Toll Financing - Highway Planning & Construction | | | - | 123,940 | 123,940 |
| Passed Through Texas Department of Transportation | | | | | |
| Highway Planning & Construction | | | | | |
| IH 35 from RM 1431 to SH45 Operational Study | 20.205 | 0015-09-167 | - | 45,510 | 45,510 |
| RM2243 from US 183A to IH-35 | 20.205 | 2103-01-038 | - | 1,157,249 | 1,157,249 |
| Total Highway Planning & Construction Cluster | | | - | 1,326,699 | 1,326,699 |
| National Priority Safety Programs - | | | | | |
| STEP - Click it or Ticket Mobilization | 20.616 | 2021-WILCO-S-1YG-00056 | - | 26,048 | 26,048 |
| Total Passed Through Texas Department of Transportation | | | - | 1,228,807 | 1,228,807 |
| **Total U.S. Department of Transportation** | | | $ - | $ 1,352,747 | $ 1,352,747 |
| U.S. DEPARTMENT OF TREASURY | | | | | |
| Direct Programs | | | | | |
| Equitable Sharing Program | 21.016 | TX2460000 410412 | $ - | $ 33,448 | $ 33,448 |
| COVID-19 - Coronavirus State and Local Fiscal Recovery Funds | 21.027 | NA | - | 58,614 | 58,614 |
| COVID-19 - Coronavirus Relief Funds | 21.019 | NA | 22,911,940 | 6,321,498 | 29,233,438 |
| Total Direct Programs | | | 22,911,940 | 6,413,560 | 29,325,500 |
| **Total U.S. Department of Treasury** | | | $ 22,911,940 | $ 6,413,560 | $ 29,325,500 |
| **TOTAL EXPENDITURES OF FEDERAL AWARDS** | | | $ 24,055,674 | $ 8,999,992 | $ 33,055,666 |
| OFFICE OF THE ATTORNEY GENERAL | | | | | |
| Direct Programs | | | | | |
| 2021 Texas Vine Program | | 2112001 | $ - | $ 30,123 | $ 30,123 |
| Total Direct Programs | | | - | 30,123 | 30,123 |
| **Total Office of the Attorney General** | | | $ - | $ 30,123 | $ 30,123 |
| OFFICE OF THE GOVERNOR | | | | | |
| Passed Through Criminal Justice Division | | | | | |
| Cold Case Task Force | | 2018-DJ-BX-0485 | $ - | $ 30,906 | $ 30,906 |
| 2021 Body Armor | | 2021-BG-ST-0025 | - | 33,293 | 33,293 |
| 2020 Williamson County Veterans | | 2020-SF-ST-0015 | - | 168 | 168 |
| 2021 Williamson County Veterans | | 2021-SF-ST-0015 | - | 90,316 | 90,316 |
| 2022 Williamson County Veterans | | 2022-SF-ST-0015 | - | 5,072 | 5,072 |
| Total Passed Through Criminal Justice Division | | | - | 159,755 | 159,755 |
| **Total Office of the Governor** | | | $ - | $ 159,755 | $ 159,755 |

The Notes to the Schedule of Expenditures of Federal and State Awards are an integral part of this statement.

# Williamson County, Texas
Schedule of Expenditures of Federal and State Awards – Continued
For the Fiscal Year Ended September 30, 2021

| Federal Grantor/ Pass Through Grantor Program Title | Assistance Listing Number | Grant or Identifying Number | Through to Non-State Entities | Expenditures Direct | Total |
|---|---|---|---|---|---|
| STATE AWARDS | | | | | |
| TEXAS WATER DEVELOPMENT BOARD | | | | | |
| Direct Programs | | | | | |
| Flood Plain Grant | | G1001290 | $ - | $ 414,185 | $ 414,185 |
| Total Direct Programs | | | - | 414,185 | 414,185 |
| **Total Texas Water Development Board** | | | $ - | $ 414,185 | $ 414,185 |
| TEXAS PARKS AND WILDLIFE DEPARTMENT | | | | | |
| Direct Programs | | | | | |
| 2019 Go Program | | 52-000753 | $ - | $ 8,965 | $ 8,965 |
| River Ranch Park | | 51-000071 | - | 206,963 | 206,963 |
| Total Direct Programs | | | - | 215,928 | 215,928 |
| **Total Texas Parks and Wildlife Department** | | | $ - | $ 215,928 | $ 215,928 |
| TEXAS INDIGENT DEFENSE COMMISSION | | | | | |
| Direct Programs | | | | | |
| Texas Indigent Defense Program | | 212-21-246 | $ - | $ 294,363 | $ 294,363 |
| Transformative Justice | | 212-21-D15 | - | 147,501 | 147,501 |
| Total Direct Programs | | | - | 441,864 | 441,864 |
| **Total Texas Indigent Defense Commission** | | | $ - | $ 441,864 | $ 441,864 |
| TEXAS VETERANS COMMISSION | | | | | |
| Direct Programs | | | | | |
| 2020 & 2021 Veterans Treatment Court | | N/A | $ - | $ 23,233 | $ 23,233 |
| Total Direct Programs | | | - | 23,233 | 23,233 |
| **Total Veterans Commission** | | | $ - | $ 23,233 | $ 23,233 |
| **TOTAL EXPENDITURES OF STATE AWARDS** | | | $ - | $ 1,285,088 | $ 1,285,088 |
| **TOTAL EXPENDITURES OF FEDERAL AND STATE AWARDS** | | | $ 24,055,674 | $ 10,285,080 | $ 34,340,754 |

The Notes to the Schedule of Expenditures of Federal and State Awards are an integral part of this statement.

## Williamson County, Texas

Notes to the Schedule of Expenditures of Federal and State Awards

### Note 1. General

The accompanying schedule of expenditures of federal and state awards presents the activity of all applicable federal and state awards of Williamson County, Texas (the County). The County's reporting entity is defined in Note 1 to the County's financial statements. Federal and state awards received directly from federal and state agencies as well as federal and state awards passed through other government agencies are included in the respective schedule. Negative amounts shown in the schedule represent adjustments or credits made in the normal course of business to amounts reported as expenditures.

### Note 2. Basis of Accounting

The accompanying schedule of expenditures of federal and state awards is presented using the modified accrual basis of accounting. Expenditures are recognized when the related fund liability is incurred. Federal grants are considered to be earned to the extent of expenditures made under the provisions of the grant and, accordingly, when such funds are received they are recorded as deferred revenue until earned.

### Note 3. Relationship to Federal Financial Reports

Grant expenditure reports as of September 30, 2021, which have been submitted to grantor agencies will, in some cases, differ slightly from amounts disclosed herein. The reports prepared for grantor agencies are typically prepared at a later date and often reflect refined estimates of year-end accruals. The reports will agree at termination of the grant as the discrepancies noted are timing differences.

### Note 4. Indirect Cost Rate

The County has not elected to use the 10% de minimis indirect cost rate allowed under the Uniform Guidance.

# Williamson County, Texas
# Popular Annual Financial Report

*For Fiscal Year End September 30, 2021*

# 2021 Popular Annual Financial Report

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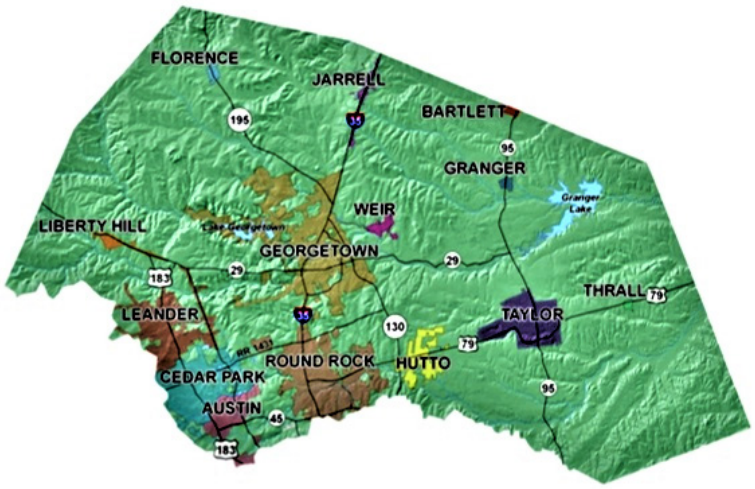



**County Judge**

*Bill Gravell*

## *Williamson County Commissioners Court*

**Commissioner Pct 1**

*Terry Cook*

**Commissioner Pct 4**

*Russ Boles*

**Commissioner Pct 2**

*Cynthia Long*

**Commissioner Pct 3**

*Valerie Covey*

# County Auditor Message

Dear Citizens of Williamson County,

I am pleased to present the Popular Annual Financial Report (PAFR) for the fiscal year ended September 30, 2021. This financial summary provides a less technical discussion of the County finances. The document provides important financial data that presents a brief explanation on where the county-wide resources come from, how those dollars are spent and how those transactions affect the citizens.

The County continues to experience major job growth, proliferation of business, and residential development. Since 2010, the county's population has grown by 44 percent. It is the 3rd fastest growing county in Texas. Williamson County's growth has been fueled by its location on the I-35 corridor and close access to Austin, Texas. Even though certain sectors of the economy have been impacted by the pandemic,Williamson County area home sales, new businesses and business expansions have been drivers for the continued growth in the region. The AAA credit rating that Williamson County continues to maintain provides further assurances that Williamson County continues to be a great steward of our citizen's money.

The Williamson County Auditor's Office has generated this Citizen's Report using financial information taken from the 2021 Comprehensive Annual Financial Report that was audited by Weaver and Tidwell, LLP with an unmodified opinion. An unmodified opinion indicates that the financial statements are prepared according to Generally Accepted Accounting Principles (GAAP) and are free of material misstatements concerning the overall financial position of the County.

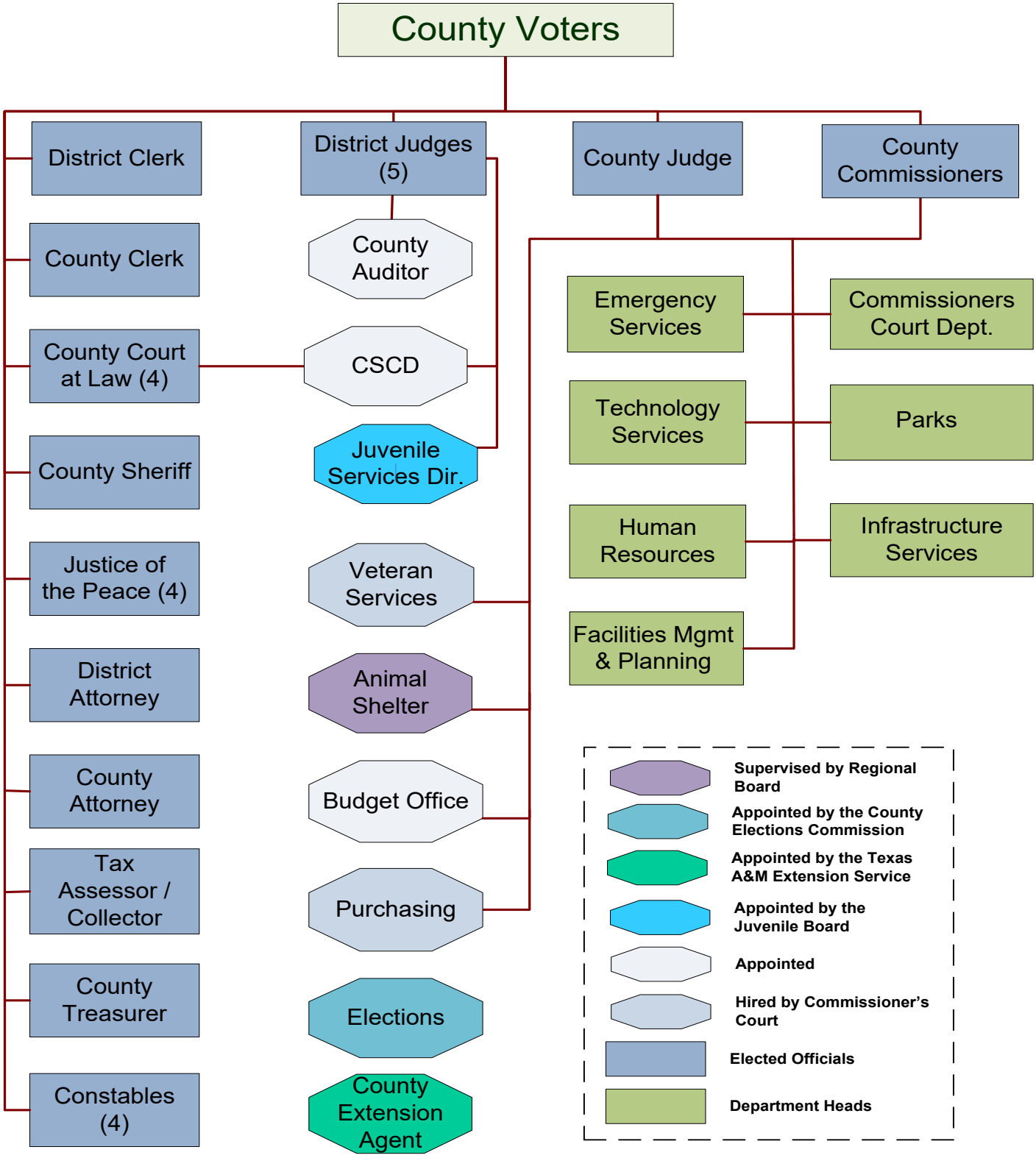
This report is not intended to replace the Comprehensive Annual Financial Report; the function of this report is to provide a readable and understandable format regarding the County's finances. Both the Comprehensive Annual Financial Report and PAFR are available on our website: https://wilco.mygovcenter.com/cms/cms?id=82. I invite you to share any questions, concerns, feedback or recommendations you may have by emailing jljones@wilco.org.

Respectfully submitted,

Jerri L Jones

County Auditor

# Organizational Chart






Effective: 09/30/2021

# County Government

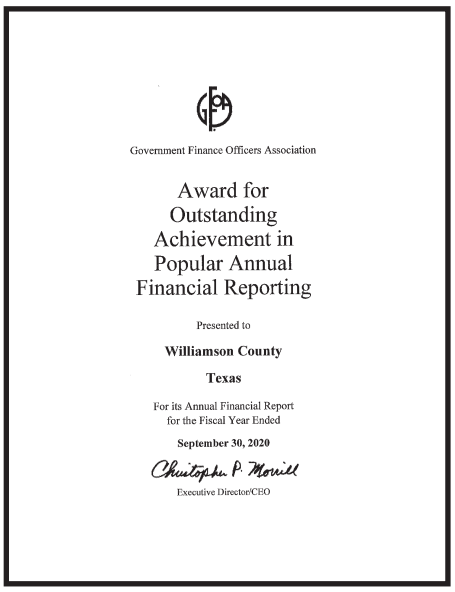
## Williamson County Elected Officials *

| | |
|---|---|
| Donna King | Judge, 26th District Court |
| Stacey Mathews | Judge, 277th District Court |
| Rick J. Kennon | Judge, 368th District Court |
| Ryan D. Larson | Judge, 395th District Court |
| Betsy Lambeth | Judge, 425th District Court |
| Bill Gravell, Jr. | County Judge |
| Terry Cook | Commissioner, Precinct 1 |
| Cynthia Long | Commissioner, Precinct 2 |
| Valerie Covey | Commissioner, Precinct 3 |
| Russ Boles | Commissioner, Precinct 4 |
| Mickey Chance | Constable, Precinct 1 |
| Jeff Anderson | Constable, Precinct 2 |
| Matthew Lindemann | Constable, Precinct 3 |
| Paul Leal | Constable, Precinct 4 |
| Nancy Rister | County Clerk |
| Brandy Hallford | Judge, Cty Court at Law 1 |
| Laura Barker | Judge, Cty Court at Law 2 |
| Doug Arnold | Judge, Cty Court at Law 3 |
| John B. McMaster | Judge, Cty Court at Law 4 |
| Shawn Dick | District Attorney |
| Lisa David | District Clerk |
| KT Musselman | Justice of Peace, Precinct 1 |
| Edna Staudt | Justice of Peace, Precinct 2 |
| Evelyn McLean | Justice of Peace, Precinct 3 |
| Stacy Hackenberg | Justice of Peace, Precinct 4 |
| Doyle “Dee” Hobbs | County Attorney |
| Mike Gleason | County Sheriff |
| Scott Heselmeyer | County Treasurer |
| Larry Gaddes | Tax Assessor/Collector |

* As of January 1, 2022

For fiscal year ended September 30, 2020, the Government Finance Officers Association of the United States and Canada (GFOA) has given an Award for Outstanding Achievement in Popular Annual Financial Reporting to Williamson County for the 16th consecutive year.

In order to receive an Award for Outstanding Achievement in Popular Annual Financial Reporting, a government unit must publish a PAFR whose contents conform to program standards of creativity, presentation, understandability and reader appeal. We believe our current report continues to conform to the Popular Annual Financial Reporting requirements, and we are submitting the current year report to GFOA.


Government Finance Officers Association

Award for Outstanding Achievement in Popular Annual Financial Reporting

Presented to

**Williamson County**

**Texas**

For its Annual Financial Report for the Fiscal Year Ended

**September 30, 2020**

Christopher P. Morrill

Executive Director/CEO

# About Williamson County

Established in 1848, Williamson County is centrally located in the State of Texas adjacent to Travis County. Williamson County continues to be one of the top growing areas in the State of Texas and in the country. Williamson County occupies a land area of 1,135 square miles and provides services to an estimated population of 609,017. The unemployment rate has been lower than the national average. The county unemployment rate decreased from 5.7% in September 2020 to 3.5% in September 2021; the rate was significantly lower than the national rate for September which decreased from 7.7% in 2020 to 4.6% in 2021. The unemployment rates for Williamson County are near pre-pandemic levels. Williamson County has a mild climate, affordable housing, a low cost of living, and beautiful scenic vistas. County taxes are among the lowest in the state compared to counties of similar size. Unlike most states, Texas does not have a state income tax. These reasons make Williamson County one of the most desirable places to live and work in the United States.

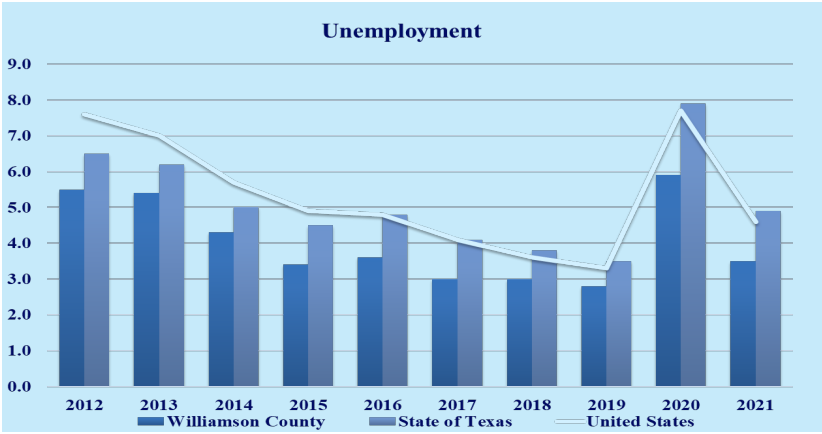
**Low Tax Rate**
**$0.458719**

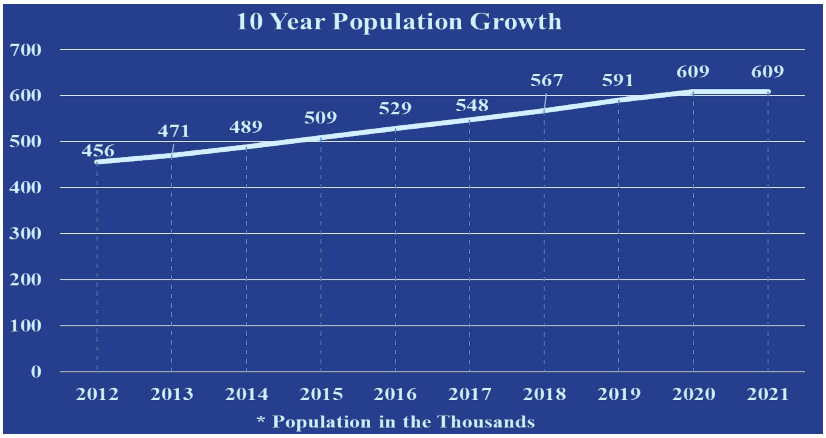
**Unemployment**
**3.5%**

**Population**
**609,017**

**Taxable Value Increased**
**7%**

**School District Enrollment**
**107,096**



# Property Tax Rate and Trends

Williamson County sets tax rates in three areas: the General Fund, Debt Service, and Road & Bridge. The 2021 tax rate is $0.458719 per $100 value and broken down as follows: $0.251529 for General Fund, $0.167190 for Debt Service, and $0.04 for Road and Bridge. The graphs below reflect the taxable values and changes in tax rates by each source since 2012.

## Debt Service Fund

The Debt Service Fund is used to account for the accumulation of resources for, and payment of, general long-term debt, principal, interest and issuance costs. The table below provides the fund's revenues, expenditures, and ending fund balance over the past three years.

| Debt Service Fund - $M | | | |
|---|---|---|---|
| | 2021 | 2020 | 2019 |
| Revenue | $123.08 | $115.57 | $107.30 |
| Expenditures | $123.79 | $133.41 | $111.08 |
| Excess (def) of Rev & Exp | ($0.71) | ($17.84) | ($3.78) |
| Other financing sources (uses) | ($0.53) | $19.76 | $3.87 |
| Net Change in Fund Balance | ($1.24) | $1.92 | $0.09 |
| Beginning Fund Balance | $8.84 | $6.92 | $6.83 |
| Ending Fund Balance | $7.60 | $8.84 | $6.92 |

## Road & Bridge Fund

The Road and Bridge Fund is a special revenue fund used to account for money received from taxes, vehicle registration, and rebates from the State of Texas. Expenditures in the fund are utilized for maintenance and construction of county roads and bridges. The table below provides the fund's revenues, expenditures, and ending fund balance over the past three years.

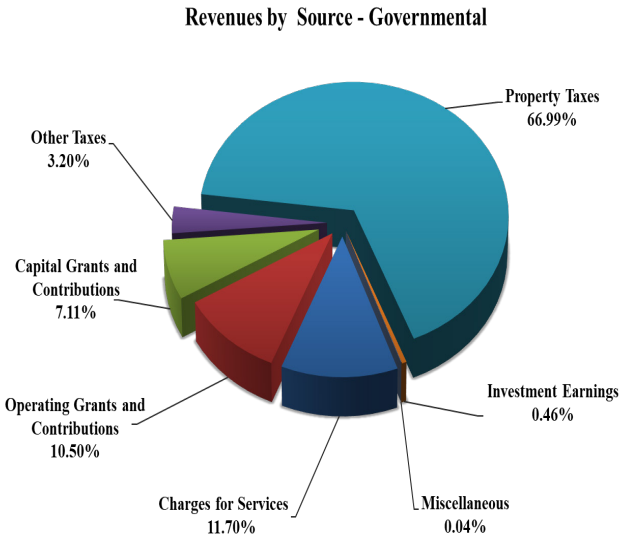
| Road & Bridge Special Revenue Fund - $M | | | |
|---|---|---|---|
| | 2021 | 2020 | 2019 |
| Revenue | $38.39 | $35.12 | $33.74 |
| Expenditures | $30.53 | $27.96 | $24.88 |
| Excess (def) of Rev & Exp | $7.86 | $7.16 | $8.86 |
| Other financing sources (uses) | ($5.90) | ($7.78) | ($7.94) |
| Net Change in Fund Balance | $1.96 | ($0.62) | $0.92 |
| Beginning Fund Balance | $21.86 | $22.48 | $21.56 |
| Ending Fund Balance | $23.82 | $21.86 | $22.48 |

# Financial Trend Summary

## Where the Money Comes From:

## Revenues =$508,954,725

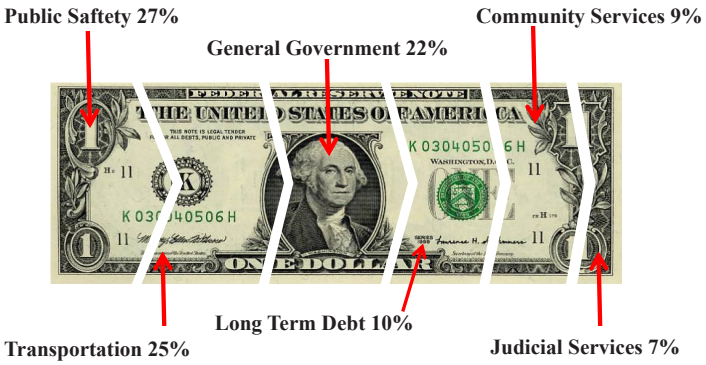
The graph below breaks down the categories of where the County collects revenue.

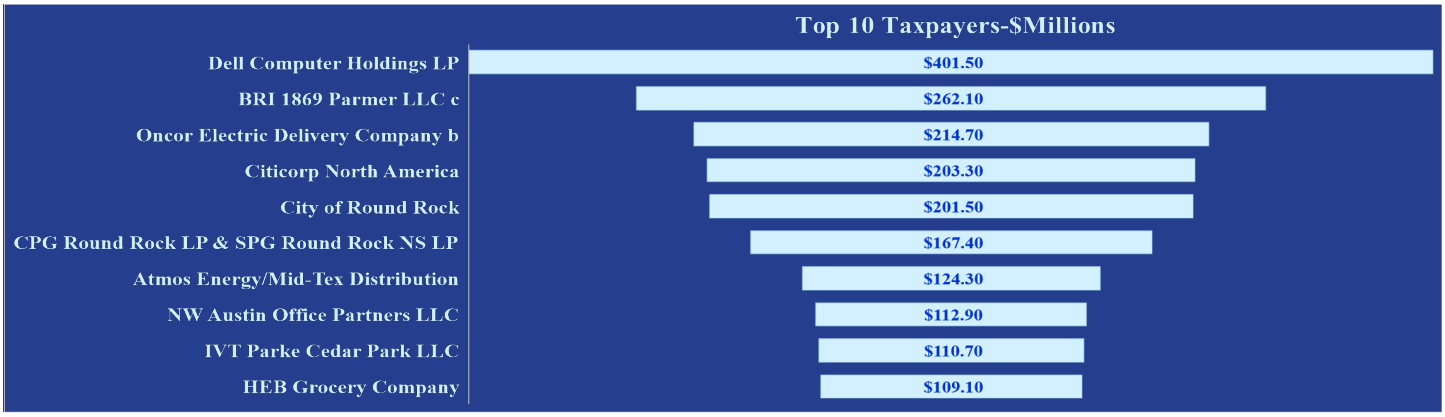


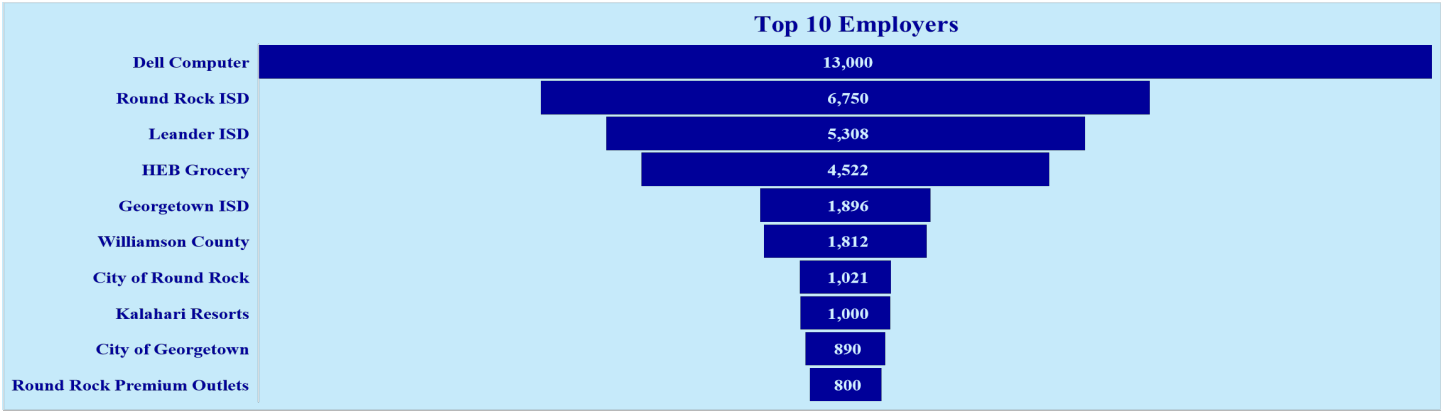

## How Your Tax Dollars Are Spent:

## Expenditures =$366,126,433

The graph below represents a breakdown of the categories for which the County spends taxpayers' dollars on public services.



# Government-Wide Statements

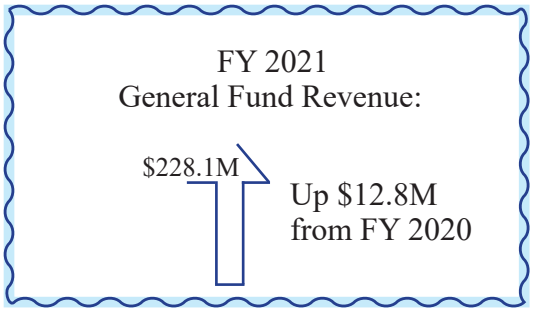
***Government-Wide Statements*** are designed to provide readers with a broad overview of Williamson County's finances in a manner similar to a private sector business. Both the statement of activities and statement of net position are presented in the government-wide statements.

The ***Statement of Activities*** presents information demonstrating how the County's net position changed during the current fiscal year. All changes in net position are reported shortly after the underlying event occurs regardless of the timing of related cash flows.

| Williamson County Financial Activity Statement<br>General Revenue | 2021 | 2020 | 2019 |
|---|---|---|---|
| Property Taxes: | | | |
| Levied for general purposes | $ 171,768,414 | $ 163,932,640 | $ 146,561,112 |
| Levied for road & bridge | $ 29,432,670 | $ 27,439,690 | $ 25,264,772 |
| Levied for debt service | $ 139,783,452 | $ 127,048,877 | $ 122,161,032 |
| Other taxes | $ 16,291,760 | $ 11,304,726 | $ 15,533,141 |
| Charges for Services | $ 59,559,176 | $ 53,133,045 | $ 50,782,646 |
| Operating grants & contributions | $ 53,433,019 | $ 64,303,593 | $ 13,699,587 |
| Capital grants & contributions | $ 36,176,049 | $ 49,873,724 | $ 68,415,425 |
| Investment earnings | $ 2,325,656 | $ 9,818,234 | $ 14,119,674 |
| Miscellaneous | $ 184,529 | $ 376,854 | $ 242,098 |
| **Total Revenue** | **$ 508,954,725** | **$ 507,231,383** | **$ 456,779,487** |
| | | | |
| **Expenses** | | | |
| General Government | $ 81,509,475 | $ 95,818,018 | $ 58,051,710 |
| Public Safety | $ 97,377,417 | $ 109,312,387 | $ 116,707,999 |
| Transportation Support | $ 92,821,273 | $ 81,453,260 | $ 62,487,644 |
| Judicial | $ 27,235,265 | $ 30,242,867 | $ 33,832,980 |
| Community Services | $ 31,102,956 | $ 30,383,602 | $ 48,664,236 |
| Conservation | $ 962,046 | $ 1,373,775 | $ 709,525 |
| Interest on long-term debt | $ 35,118,001 | $ 40,758,044 | $ 38,255,649 |
| **Total Expenses** | **$ 366,126,433** | **$ 389,341,953** | **$ 358,709,743** |
| | | | |
| **Monies Received over Services Rendered** | **$ 142,828,292** | **$ 117,889,430** | **$ 98,069,744** |

# Fund Accounting

**Fund Accounting** groups revenue received into related accounts to maintain control over resources that have been segregated for specific activities. The County, like other State and Local Governments, uses fund accounting to ensure compliance with finance-related requirements. All funds of the County can be divided into three categories: governmental funds, proprietary funds, and fiduciary funds. Williamson County maintains 55 governmental funds. *Governmental Funds* are used to account for essentially the same functions as government-wide. However, the main function for governmental funds is to focus on near-term inflows and outflows of available resources as well as unencumbered balances at the end of the fiscal year. The *Proprietary Fund* is an accounting tool used to accumulate and allocate costs internally among the County's various functions. The only type of proprietary fund maintained by the County is Internal Service Funds which include the Fleet Maintenance Fund and the Benefit Fund. *Fiduciary Funds* are used to account for resources held for the benefit of parties outside the County.

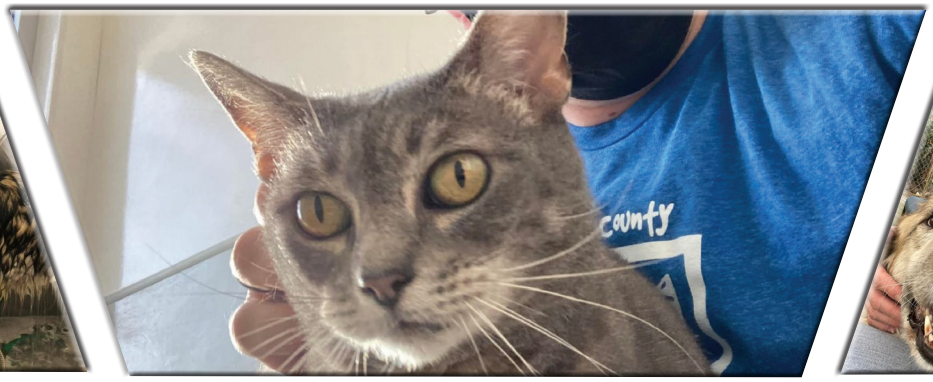



## General Fund

The General Fund is the main operating fund of the County. In 2013, the county established a plan to reduce excess reserves to fund various county capital projects. At the end of the current fiscal year, total fund balance of the General Fund was $167.8 million with $36.5 million committed to capital projects.

**Statement of Revenues, Expenditures and Changes in Fund Balance - General Fund**

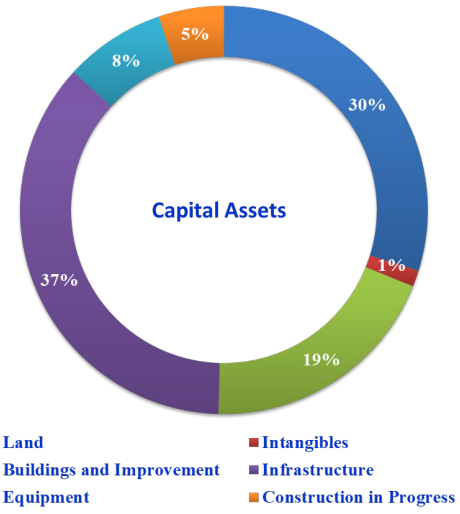
| | 2021 | 2020 | 2019 |
|---|---|---|---|
| **Revenue** | | | |
| Taxes | $ 187,802,861 | $ 175,283,528 | $ 162,188,959 |
| Fees of Office | $ 16,951,289 | $ 15,386,244 | $ 14,634,754 |
| Fines & Forfeitures | $ 1,601,140 | $ 2,064,296 | $ 2,507,416 |
| Intergovernmental | $ 2,531,681 | $ 3,349,657 | $ 3,315,576 |
| Charges for Services | $ 16,101,001 | $ 14,437,429 | $ 13,824,013 |
| Investment Income & Other | $ 656,953 | $ 3,624,757 | $ 5,617,671 |
| Miscellaneous | $ 2,460,088 | $ 1,149,326 | $ 805,469 |
| **Total Revenue** | **$ 228,105,013** | **$ 215,295,237** | **$ 202,893,858** |
| | | | |
| **Expenditures** | | | |
| Current: | | | |
| General Government | $ 47,024,253 | $ 44,441,416 | $ 37,339,690 |
| Public Safety | $ 93,094,932 | $ 92,535,288 | $ 90,851,679 |
| Judicial | $ 27,620,713 | $ 27,446,018 | $ 27,836,770 |
| Community Services | $ 12,645,115 | $ 10,985,854 | $ 14,147,352 |
| Debt Service: | | | |
| Principal | $ - | $ 1,031,224 | $ 1,062,796 |
| Interest and other charges | $ - | $ 57,619 | $ 116,065 |
| Capital Outlay | $ 3,371,850 | $ 6,150,277 | $ 11,323,425 |
| **Total Expenditures** | **$ 183,756,863** | **$ 182,647,696** | **$ 182,677,777** |
| Excess of Revenues over Expenditures | $ 44,348,150 | $ 32,647,541 | $ 20,216,081 |
| | | | |
| Other Financing Sources (Uses) | | | |
| Transfers In | $ 163,903 | $ 159,883 | $ 400,479 |
| Transfers Out | $ (16,440,396) | $ (14,134,059) | $ (14,272,822) |
| Proceeds from Sale of Capital Assets | $ - | $ 189,232 | $ 211,783 |
| **Total Other Financing Sources (Uses)** | $ (15,540,883) | $ (13,784,944) | $ (13,660,560) |
| | | | |
| **Net Change in Fund Balances** | $ 28,807,267 | $ 18,862,597 | $ 6,555,521 |
| **Fund Balance, Beginning** | $ 139,019,641 | $ 120,157,044 | $ 113,601,523 |
| **Fund Balance, Ending** | **$ 167,826,908** | **$ 139,019,641** | **$ 120,157,044** |



# Statement of Net Position

The ***Statement of Net Position*** presents information on all of the County's assets and liabilities. The difference between the assets and liabilities are reported as the net position. *Capital Assets* represent the value of assets less depreciation and the associated outstanding debt incurred to purchase an asset. *Restricted Assets* include Debt Service, Road and Bridge, Capital Projects, Tobacco Fund, and other purposes that limit the use of certain assets. *Unrestricted Net Assets* are items that do not have to be held for specific reasons. *Deferred Outflows of Resources* are the consumption of nets assets applied to a future reporting period. *Deferred Inflows* of resources are the purchase of net assets by government that is applied to a future reporting period. Over time, increases and decreases in net position may serve as a useful indicator of whether the financial position of Williamson County is improving or deteriorating. In 2021, total net position increased by $142.8 million compared to 2020. Capital assets increased by $70.7 million because of ongoing county road improvements, right of way purchases, improvements to county buildings, and equipment purchases. Cash and investments increased $208.9 million. The increase was related to the County receiving bond proceeds of $200 million for the sale of limited tax notes. Also , the county received $57 million in ARPA funds. Non current liabilities increased by $110.4 million. This is due to the issuance of the debt related to the Limited Tax Notes and issuance of road bonds for the Somerset Hills Road District. Current liabilities increased $39.8 million. The increase is due to the unspent CARES and ARPA funds that will be utilized in fiscal year 2022. The County's net pension liability increased to $58.2 million. This is primarily a result of the effects of the changes in the actuarial assumptions of inputs and a reduction in the discount rate.

| Williamson County | 2021 | 2020 | 2019 |
|---|---|---|---|
| **Assets** | | | |
| Current Assets | $ 1,063,098,141 | $ 854,155,714 | $ 530,009,076 |
| Capital Assets | $ 1,108,359,273 | $ 1,037,647,828 | $ 940,622,105 |
| **Total Assets** | **$ 2,171,457,414** | **$ 1,891,803,542** | **$ 1,470,631,181** |
| Deferred Outflows of Resources | $ 62,801,834 | $ 42,865,912 | $ 73,678,993 |
| **Total Deferred Outflows of Resources** | **$ 62,801,834** | **$ 42,865,912** | **$ 73,678,993** |
| **Liabilities** | | | |
| Current Liabilities | $ 132,579,328 | $ 92,763,816 | $ 41,107,742 |
| Noncurrent Liabilities | $ 1,370,385,613 | $ 1,260,030,927 | $ 1,048,429,626 |
| **Total Liabilities** | **$ 1,502,964,941** | **$ 1,352,794,743** | **$ 1,089,537,368** |
| Deferred Inflows of Resources | $ 22,807,822 | $ 16,216,518 | $ 7,004,043 |
| **Total Deferred Inflows of Resources** | **$ 22,807,822** | **$ 16,216,518** | **$ 7,004,043** |
| **Net Position** | | | |
| Invested in Capital Assets, net of Related Debt | $ 270,544,977 | $ 716,022,842 | $ 637,304,132 |
| Restricted | $ 606,279,506 | $ 70,967,293 | $ 60,512,370 |
| Unrestricted | $ (168,337,998) | $ (221,331,942) | $ (250,047,739) |
| **Total Net Position** | **$ 708,486,485** | **$ 565,658,193** | **$ 447,768,763** |



# Debt and Bond Activity

**Pass-Through Toll Revenue**

This program represents 9% of the County's outstanding bonds payable. Debt payments for this type of bond are backed by a revenue source other than tax revenues. Tax revenues will only be used should the primary revenue source default on payments. Currently, Williamson County has two Pass-Through agreements with the Texas Department of Transportation (TxDOT). In 2006, TxDOT and Williamson County signed an agreement for the County to build US 183A, US 79 (3 Sections), IH-35 Turnaround Bridges (Georgetown), RM 2338 and FM 1660. A maximum of $151,942,000 will be reimbursed to Williamson County from TxDOT. The reimbursement is paid semi-annually based on $0.10 per vehicle mile traveled to allow no more than $15,194,200 annually compensated on the projects. The traffic counts are taken before each reimbursement in March and September. In 2011, Williamson County signed a second Pass-Through agreement with TxDOT for the construction of northbound frontage roads and ramps on IH-35 in Georgetown. TxDOT will reimburse a maximum of $12,096,700. The reimbursement from TxDOT to Williamson County is based on a calculation of $0.07 per vehicle mile traveled to allow no more than $1,099,700 compensated annually on the completed project. All projects under the Pass-Through agreements are open and are being billed to TxDOT.

**Refunding Bonds and Limited Tax Notes**

In February 2021, Williamson County issued two refunding bonds for a combined total of $193,430,000 with a cost savings of $25,266,879 over the next twelve years.

Over the course of the bond program since 2004, refinancing debt has saved more than $103.4 million and the county has defeased $122.9 million.

On August 25, 2021, Williamson County issued $200 million in Limited Tax Notes to build and improve County facilities. These notes were sold at a premium resulting in $200.6 million of bond proceeds.

**Voter Approved Bonds**

On November 5, 2019, Williamson County voters approved $412 million in road bonds and $35 million in park bonds. As of February 19, 2020, $300,000,000 of the 2019 Road Bonds and $35,000,000 of the Park Bonds were issued.

As of September 30, 2021, our total outstanding bonds payable debt is $1,116,790,000 of which $94,746,750 is reimbursable Pass-Through revenue bonds. As of September 30, 2021, $120,001,890 has been reimbursed from TxDOT.

Wilco
Credit Rating
AAA Bond Rating

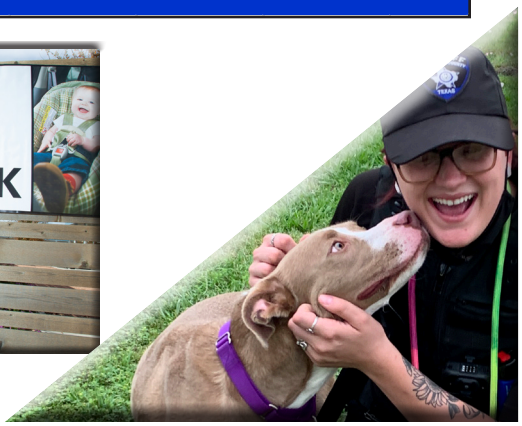
Since 2010, Williamson County has maintained a bond rating of AAA. This rating was reaffirmed in July 2021 by both Standard & Poor and Fitch ratings.

| Major Capital Projects<br>Annual Expenditures FY 2021 | | |
|---|---|---|
| **Project Name** | **$M** | **Type** |
| Southeast Loop | $17.9 | Road |
| CR 101 | $7.0 | Road |
| CR 401/404 Improvement | $3.9 | Road |
| Hairy Man Road/Brushy Creek | $3.8 | Road |
| Forest North | $3.2 | Road |
| CR 110 Middle | $2.2 | Road |
| Seward Junction Southeast and Southwest | $2.1 | Road |
| North Mays | $1.8 | Road |
| Great Oaks Drive | $0.8 | Road |
| CR 200 | $0.2 | Road |

# Williamson County Stats

| Wilco Services Stats | 2021 | 2020 | 2019 |
|---|---|---|---|
| **County Employees** | **1812** | **1811** | **1752** |
| **Judicial** | | | |
| Hot Check Cases | | | |
| Number of Checks Processed | 61 | 418 | 478 |
| Number of Theft by Check Cases Filed | 12 | 51 | 81 |
| **Public Safety** | | | |
| Number of 911 Calls Received | 111,941 | 79,825 | 95,578 |
| Number of EMS Runs | 29,839 | 25,804 | 25,465 |
| Average EMS Response Time in Mins. | 9:06 | 8:31 | 7:51 |
| Violations Report by Sheriff's Office | 17,784 | 17,094 | 22,198 |
| Jail Bookings | 6,938 | 8,109 | 13,055 |
| Jail Releases | 6,862 | 8,291 | 13,076 |
| Jail Inmates at 9/30 | 578 | 500 | 558 |
| Average Jail Daily Population | 575 | 493 | 572 |
| **Transportation** | | | |
| Roadway Resurfacing (CL Miles) | 133 | 104 | 88 |
| Asphalt Patches Applied (Tons) | 18,700 | 19,800 | 18,100 |
| Culvert Replacement & Maintenance | 164 | 114 | 135 |
| Mowing/Vegetation Control (Miles) | 5,165 | 6,012 | 5,563 |
| Signage Replacement (Each) | 2,645 | 2,487 | 2,562 |
| **Community** | | | |
| Participants Sports Field Usage | 99,575 | 8,077 | 113,008 |
| Parks Dept Reservations | 4,196 | 3,582 | 4,526 |
| Rides of Miniature Train | 39,040 | 23,741 | 26,178 |

**Williamson County Employees 1,812**



# County Auditor's Office

## County Auditor's Office

***Jerri Jones,*** *County Auditor*
***Julie Kiley,*** *First Assistant County Auditor*
***Jayln Morris,*** *Internal Audit Director*
***Melanie Denny,*** *Financial Director*

**Financial Accounting:**
***Pam Navarrette,*** *Assistant Financial Director*
Andrea Bigon, Jody Cook, Cortney Husband, Tomika Lynce, San Juanita Ramos, Roxanne Salone, and Nancy Schiller

**Accounts Payable/Payroll:**
***Nathan Zinsmeyer,*** *Manager*
***Karen Knightstep,*** *Lead*
Nicole Alderete, Jessica Blair, Teresa Clough, Maddi Ereckson, Leticia Gomez, Angella Faris, Aracelia Kent, Diane Ostolaza, and Miranda Stubbs

**Internal Audit:**
***Jolene Crist,*** *Assistant Internal Audit Director*
Shari Champion, Sara Greer, Michael Hansen, David Johnson, and Sandy Surratt

### Accounting Terminology

***Assets-***What the County owns (cash, investments, property, equipment, vehicles, etc.).
***Bonds-***A debt security in which the issuer is obligated to repay the principal and interest at a later date (maturity date).
***Capital Assets-***Long-term assets that are held or used such as land, road, buildings, vehicles, and improvements net of depreciation.
***Capital Outlay-***Funds spent to purchase or construct buildings, machinery, vehicles, etc.
***Debt Service-***Cash required to repay interest and principal on issued debt of a bond to be paid back over a period of time.
***Deferred Inflow of Resources-***An acquisition of net assets by the County that is applicable to a future reporting period.
***Deferred Outflow of Resources-***A consumption of net assets by the County that is applicable to a future reporting period.
***Expenditures-***Acquisition of goods and services intended to create future benefits, such as infrastructure improvement.
***Fund-***Grouping of revenue received by resources into related accounts to maintain control over resources that have been segregated for specific activities and objectives.
***Fund Balance-***Fund equity for government funds which reflects the accumulated excess of revenues and other financing sources over expenditures and other financing uses.
***General Fund-***The chief operating fund of the County.
***Liabilities-***Future spending of revenue as a result of past transaction and other past events.
***Net Position-***The difference between assets and liabilities distinguishing the net worth of the County.
***Revenue-***Money received by the government through collection of property taxes, fees of offices, charges for services, payments from other governmental entities, donations, and investment earnings.

# Williamson County, Texas
# Office of the County Auditor
# Popular Annual Financial Report
# September 30, 2021

WILLIAMSON COUNTY
1848

710 Main Street, Suite 301
Georgetown, Texas 78626

**Commissioners Court - Regular Session** **31.**

**Meeting Date:** 04/19/2022

Risk Committee Member Addition

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

**Department:** Human Resources

**Agenda Category:** Regular Agenda Items

## Information

### Agenda Item

Discuss, consider and take appropriate action adding a representative from the following department to the County Risk Committee: 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 | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Becky Pruitt | 04/14/2022 12:40 PM |
| Form Started By: Malea Schmitt | | Started On: 04/14/2022 09:25 AM |
| Final Approval Date: 04/14/2022 | | |

**Commissioners Court - Regular Session** **32.**

**Meeting Date:** 04/19/2022

Public Hearing PCN 0041

**Submitted For:** D. Hobbs **Submitted By:** Stephanie Lloyd, County Attorney

**Department:** County Attorney

**Agenda Category:** Regular Agenda Items

## Information

### Agenda Item

Conduct a public hearing relating to a retention request from the County Attorney's Office to increase the budgeted salary amount for the position of Juvenile Prosecutor, PCN 0041 and discuss (1) the reason for the salary increase in excess of the budgeted amount to include the public purpose that will be served by approving the request; and (2) the exact amount of the additional salary request, the source of payment and the schedule of implementation.

### Background

1. The reason for the requested increase is to retain this employee for the County Attorney's Office. This employee has been with the County Attorney's office over 16 years and has advanced knowledge of many areas of the office. This employee has filled gaps when the office has been short staff and having this person available to cover in many areas will allow the office to begin cross training between the different divisions of the County Attorney's office. The County Attorney's office will be well served to retain this employee.
2. The additional requested annual salary amount is $9,536.85 and would come from surplus salary dollars from PCNs 0015, 0018, and 1721. Funds are currently allocated in the County Attorney's office budget, so no additional funds are requested and no impact to the overall budget. The effective date if approved would be 4/29/22.

## Fiscal Impact

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

## Attachments

Retention Request

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Becky Pruitt | 04/13/2022 10:14 AM |
| Form Started By: Stephanie Lloyd | | Started On: 04/13/2022 07:51 AM |
| Final Approval Date: 04/13/2022 | | |

# Retention Request

An increase in pay that is awarded to an employee as an incentive to retain them in their current position when the employee has received a bona-fide job offer from another department or employer or there is a high risk that the employee will be recruited or seek employment for a similar position with another employer/department with a higher salary.

| | | | |
|---|---|---|---|
| **Position Number** | 0041 | **Commissioners Court Date** | 4/19/2022 |
| **Position Title** | Juvenile Prosecutor | | |
| **Department Head/Elected Official** | Dee Hobbs | **Department/Office** | County Attorney |
| **Budgeted Salary** | $95,368.52 | | |
| **Requested Salary** | $104,905.37 | | |
| **Total Increase** | $9,536.85 | | |
| **Total Percent Increase** | 10% | | |
| **Source of Payment** | General Fund | | |
| **Terms of Distribution** | Salary Increase | | |

| **REASON THE PAYMENT IN EXCESS OF THE BUDGETED AMOUNT IS BEING OFFERED TO THE EMPLOYEE, INCLUDING THE PUBLIC PURPOSE THAT WILL BE SERVED BY MAKING THE EXCESS PAYMENT** |
|---|
| The reason for the requested increase is to retain this employee for the County Attorney's Office. This employee has been with the County Attorney's office over 16 years and has advanced knowledge of many areas of the office. This employee has filled gaps when the office has been short staff and having this person available to cover in many areas will allow the office to begin cross training between the different divisions of the County Attorney's office. The County Attorney's office will be well served to retain this employee. |

**Commissioners Court - Regular Session** **33.**

**Meeting Date:** 04/19/2022

Retention for PCN 0041

**Submitted For:** D. Hobbs **Submitted By:** Stephanie Lloyd, County Attorney

**Department:** County Attorney

**Agenda Category:** Regular Agenda Items

## Information

### Agenda Item

Discuss, consider and take appropriate action on a retention funding request for PCN 0041, Juvenile Prosecutor in the County Attorney's Office.

### Background

Retention request form attached. Funds are currently allocated in the County Attorney's office budget and no additional funds are requested.

## Fiscal Impact

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

## Attachments

Retention Request

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Becky Pruitt | 04/13/2022 10:14 AM |
| Form Started By: Stephanie Lloyd | | Started On: 04/13/2022 07:54 AM |
| Final Approval Date: 04/13/2022 | | |

# Retention Request

An increase in pay that is awarded to an employee as an incentive to retain them in their current position when the employee has received a bona-fide job offer from another department or employer or there is a high risk that the employee will be recruited or seek employment for a similar position with another employer/department with a higher salary.

| | | | |
|---|---|---|---|
| **Position Number** | 0041 | **Commissioners Court Date** | 4/19/2022 |
| **Position Title** | Juvenile Prosecutor | | |
| **Department Head/Elected Official** | Dee Hobbs | **Department/Office** | County Attorney |
| **Budgeted Salary** | $95,368.52 | | |
| **Requested Salary** | $104,905.37 | | |
| **Total Increase** | $9,536.85 | | |
| **Total Percent Increase** | 10% | | |
| **Source of Payment** | General Fund | | |
| **Terms of Distribution** | Salary Increase | | |

| **REASON THE PAYMENT IN EXCESS OF THE BUDGETED AMOUNT IS BEING OFFERED TO THE EMPLOYEE, INCLUDING THE PUBLIC PURPOSE THAT WILL BE SERVED BY MAKING THE EXCESS PAYMENT** |
|---|
| The reason for the requested increase is to retain this employee for the County Attorney's Office. This employee has been with the County Attorney's office over 16 years and has advanced knowledge of many areas of the office. This employee has filled gaps when the office has been short staff and having this person available to cover in many areas will allow the office to begin cross training between the different divisions of the County Attorney's office. The County Attorney's office will be well served to retain this employee. |

**Commissioners Court - Regular Session** **34.**

**Meeting Date:** 04/19/2022

EOY2022

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

**Department:** Human Resources

**Agenda Category:** Regular Agenda Items

## Information

### Agenda Item

Discuss, consider and take appropriate action on the approval of the 2022 Employee of the Year categories, including the Project Team category, processes, and timelines.

### Background

See flyers attached for individual and project team awards and processes.

## Fiscal Impact

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

## Attachments

employee

team

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Becky Pruitt | 04/11/2022 10:38 AM |
| Form Started By: Rebecca Clemons | | Started On: 04/11/2022 10:18 AM |
| Final Approval Date: 04/11/2022 | | |

# 2022 Employee of the Year Award Nominations

## Do you know a Williamson County employee who:

- Exemplifies professionalism and commitment to Williamson County; or
- Provides exceptional customer service to internal/external customers; or
- Models the Wilco Way because they are respectful, innovative, caring and always ready to step up to help in a positive way (Manager/Non-Manager categories)

## Nominate them for a 2022 Employee of the Year award!

· Attach the employee's current job description to the email

· Submitted nominations must include a fully completed nomination form and job description by the deadline (May 13th) to be considered

· Nominees must be in good standing with the County to be considered

## Awards for each of the Employee of the Year categories will consist of:

- $500 Cash*
- Engraved award
- Newspaper ad announcement of the winners
- Public recognition ceremony

## Additional Rules:

· Employees cannot nominate family related by blood or marriage

· An employee may be nominated by more than one employee in more than one category, but can only win one category. Receiving multiple nominations does not increase chances of winning

· Nominees may be a County staff member in the nominating County employee's department/office, or in another County department/office

· Employees may not nominate themselves, an elected official or senior department head

· A department/office can have only one individual winner in an employee category. An employee can win as part of a project team, even if they have also won an employee category

· Employees cannot win the same category two years in a row

· To be eligible for the Wilco Way Management category, management is defined as having hiring/firing/evaluation responsibilities for at least one direct report employee

**IRS considers all cash awards to employees as taxable income. Cash awards will be reported on the employee's W2 and the employee will be responsible for paying taxes on the award amount.*

## Award Categories

**Professional Leadership Award**

Highly professional and committed to Williamson County

**Exceptional Customer Service Award**

Provides exceptional customer service to internal/external customers

**Wilco Way Award (Management and Non-Management)**

Respectful, innovative, caring and always ready to step up to help in a positive way

## Dates to Remember

**May 13th**

Nominations due

**May - June**

Review and selection process

**Summer TBD**

Notifications and Awards Ceremony

# 2022 Project Team of the Year Award Nominations

**Do you know an employee team that performed exceptionally on a project that is responsive to Wilco citizens and/or Wilco employees?**

**Nominate them for the new 2022 Project Team of the Year Award!**

- Project Team nomination form must be fully completed and received by the deadline (May 13th) to be considered
- Teams must be made up of no less than two and no more than 10 Wilco employees, to be considered
- Job descriptions are not required
- Projects must have been completed in the 2021 calendar year to be eligible for consideration

## Awards for the Project Team of the Year will consist of:

- Lunch with Judge Gravell
- Embossed 30 oz insulated tumbler
- Newspaper ad announcement
- Public recognition ceremony

## Additional Rules:

- Employees cannot nominate family related by blood or marriage
- Nominees may be County staff members in the nominating County employee's department/office, or in another County department/office
- Employees may not nominate themselves, an elected official or senior department head
- An employee can win as part of a project team, even if they have also won an employee category

## Award Category

**Project Team Award**

Exceptional work by a Team on a project that is responsive to Wilco citizens and/or Wilco employees' needs

## Dates to Remember

**May 13th**

Nominations due

**May - June**

Review and selection process

**Summer TBD**

Notifications and Awards Ceremony

**Commissioners Court - Regular Session** **35.**

**Meeting Date:** 04/19/2022

DA BA Rev 04.19.22

**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 the General Fund.

### Background

Williamson County received $400.00 from Children's Advocacy Centers of Texas. The payment is for an honorarium for the Forensic Block III Virtual Trainings held at the Children's Advocacy Centers of Texas. The District Attorney's Office is requesting to pay the $400.00 to the Williamson County Children's Advocacy Center to use for daily operations or services.

## Fiscal Impact

| From/To | Acct No. | Description | Amount |
|---|---|---|---|
| | 0100.0000.370500 | Miscellaneous Revenue | $400.00 |

## Attachments

*No file(s) attached.*

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Becky Pruitt | 04/12/2022 02:28 PM |
| Form Started By: Melanie Denny | | Started On: 04/12/2022 08:15 AM |
| Final Approval Date: 04/12/2022 | | |

**Commissioners Court - Regular Session** **36.**

**Meeting Date:** 04/19/2022

DA BA Exp 04.19.22

**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 the District Attorney's Office.

### Background

Williamson County received $400.00 from Children's Advocacy Centers of Texas. The payment is for an honorarium for the Forensic Block III Virtual Trainings held at the Children's Advocacy Centers of Texas. The District Attorney's Office is requesting to pay the $400.00 to the Williamson County Children's Advocacy Center to use for daily operations or services.

## Fiscal Impact

| From/To | Acct No. | Description | Amount |
|---|---|---|---|
| | 0100.0440.004999 | Miscellaneous Expense | $400.00 |

## Attachments

*No file(s) attached.*

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Becky Pruitt | 04/12/2022 02:28 PM |
| Form Started By: Melanie Denny | | Started On: 04/12/2022 08:16 AM |
| Final Approval Date: 04/12/2022 | | |

**Commissioners Court - Regular Session** **37.**

**Meeting Date:** 04/19/2022

Approval of County Addendum for Evidence Testing with Bode Technology for the Sheriff's Office

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

**Department:** Purchasing

**Agenda Category:** Regular Agenda Items

## Information

### Agenda Item

Discuss, consider and take appropriate action on approving the County Addendum for evidence testing from Bode Technology and exempting the procurement pursuant to Texas Local Government Code Discretionary Exemption 262.024(a)(2) - an item necessary to preserve the health and safety of the residents of Williamson County, and authorizing the execution of the agreement.

### Background

Approval of this item will support the operations of the Williamson County Sheriff's Office. Attached are the County Addendum and price list that includes pricing for different types of evidence testing. The Sheriff's Office will utilize testing services on an as needed basis. Legal, contract audit and budget have reviewed this purchase. This expenditure will be charged to FY22 01.0100.2008.004100. Department contact is Mary Johnson.

## Fiscal Impact

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

## Attachments

County Addendum

Price List Quote

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing (Originator) | Joy Simonton | 04/14/2022 08:57 AM |
| County Judge Exec Asst. | Becky Pruitt | 04/14/2022 09:00 AM |
| Form Started By: Erica Smith | | Started On: 04/13/2022 03:30 PM |
| Final Approval Date: 04/14/2022 | | |

**THE STATE OF TEXAS §**

**COUNTY OF WILLIAMSON §**

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**COUNTY ADDENDUM FOR**
**SERVICES CONTRACT**
**(Evidence Testing for Sheriff's Office)**
**(Bode Cellmark Forensics, Inc.**
**d/b/a Bode Technology)**

---

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

THIS CONTRACT is made and entered into by and between **Williamson County, Texas** (hereinafter "CUSTOMER" or "The County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Bode Cellmark Forensics, Inc. d/b/a Bode Technology** (hereinafter "BODE") with offices located at 10430 Furnace Rd. Ste 107, Lorton, VA 22079. Customer agrees to engage BODE as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

**I.**

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

A. BODE Terms and Conditions on BODE website;
B. BODE pricing quote/fee schedule Quote # [redacted] and
C. This Williamson County Addendum.

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 Agreement and any of the above-referenced Agreement documents/exhibits or incorporated documents.

**II.**

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

**III.**

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

**IV.**

**Good Faith:** BODE agrees to act in good faith in the performance of the contract relevant to this addendum.

**V.**

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

**VI.**

**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 fourteen (14) 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.

**VII.**

**Right to Audit:** BODE agrees that Customer 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 BODE which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. BODE agrees that Customer shall have access during normal working hours to all necessary BODE facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. Customer shall give BODE reasonable advance notice of intended audits. In no circumstances will BODE be required to create or maintain documents not kept in the ordinary course of BODE's business operations, nor will BODE be required to disclose any information, including but not limited to product cost data, which it considers confidential or proprietary.

**VIII.**

**Mediation:** The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on the contracts relevant to this contract.

**IX.**

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

**X.**

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

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: | BODE: |
|---|---|
| _____ | _____ |
| Authorized Signature | Authorized Signature |
| Date:_____, 2022 | Date:_____, 2022 |

Bode Technology
10430 Furnace Rd. Ste 107
Lorton, VA 22079
Phone: 866-263-3443
Fax: 703-646-9742
bode.service@bodetech.com
www.bodetech.com

# CUSTOMIZED PRODUCT AND SERVICES - QUOTATION FORM

**To**

**Customer Name:** Mary Johnson
Williamson County Sheriff's Office
508 S. Rock Street
Georgetown, TX 78626
512-943-1313
mjohnson@wilco.org

**Date:** 3/2/2022 **Quote#:** [redacted]

**Quote Specifications**

Quote Expires: 5/2/2022
Payment term is: Net30
All Terms and Conditions for this quotation can be found on Bode's website here.

The cost of all materials used for laboratory analyses are to be borne by Bode Technology.
Sample analysis will be performed following Bode Technology's validated protocols.
Bode Technology will be paid for each sample tested as long as failure to produce a DNA result is not due to an error or omission on part of the laboratory.
Samples will not be consumed without permission from the authorized point of contact.
For cases received and accessioned by Bode Technology with no testing performed, a case handling fee of $325/case will apply.

Quoted Turnaround Time is Variable depending on service.
Samples will not be consumed without permission from the authorized point of contact.

| Line Item | Product Description or Services Provided | Proposed New Price |
|---|---|---|
| | **DNA Extraction** | |
| 1 | Extraction/ Quantification of DNA<br>*The unit price applies to each item that is processed.* | $845.00 |
| | **STR/YSTR DNA Analysis** | |
| 2 | STR/ Y-STR Analysis: Differential Evidence Sample (sexual assault) | $1,675.00 |
| 3 | STR/ Y-STR Analysis: Non-Differential Evidence Sample (Including samples for Touch DNA) | $1,445.00 |
| 4 | STR/ Y-STR Analysis: Known Standard (blood/buccal sample) | $850.00 |
| 5 | STR/ Y-STR Analysis: Skeletal Remain | $1,675.00 |
| 6 | STR/ Y-STR Analysis: M-Vac Filter | $1,675.00 |
| 7 | STR Analysis: Bode X-Traction- Shell casings and Hairs (including Rootless hairs) | $1,875.00 |
| 8 | STR Screening: Bode X-traction- Screening | $995.00 |
| 9 | STRMix- Use of STRMix on previously reported Bode case only (Up to 3 samples per case) | $695.00 |
| 10 | STRMix - Additional Samples | $175.00 |
| 11 | Surcharge for Cover Slip Removal<br>*The unit price applies to each sample that is processed.* | $350.00 |
| | **Mitochondrial DNA (mtDNA) Sequencing** | |
| 12 | Evidence Item: Unmounted hair and most "other"<br>*It is recommended that hair samples are a minimum of 3cm in length. If a hair is <3cm, permission to consume will be requested.* | $3,500.00 |
| 13 | Skeletal Remain | $3,750.00 |
| 14 | Reference Item (Blood or buccal swab only)<br>*The unit price applies to each sample that is processed.* | $1,835.00 |

Bode Technology
10430 Furnace Rd. Ste 107
Lorton, VA 22079
Phone: 866-263-3443
Fax: 703-646-9742
bode.service@bodetech.com
www.bodetech.com

# CUSTOMIZED PRODUCT AND SERVICES - QUOTATION FORM

| | | |
|---|---|---|
| | **Forensic Biology** | |
| 15 | Serology- Small Item (i.e. swab, underwear) | $450.00 |
| 16 | Serology- Large Item (i.e. clothing, bedding, etc.) per Hour | $350.00 |
| | *The unit price applies to each item that is processed.* | |
| | | |
| | **Forensic Genealogy Services (FGS)** | |
| | ***Please see attached FGS Price List for more detail descriptions of each line item*** | |
| 17 | DNA Screening: Extraction and Quantification of DNA (including Male DNA) | $845.00 |
| 18 | FGS Screening: Microarray (Single Nucleotide Polymorphism) Testing- Single Source | $1,800.00 |
| 19 | FGS Screening: Microarray (Single Nucleotide Polymorphism) Testing- Mixtures | $2,750.00 |
| 20 | FGS Screening: Genome Sequencing- Single Source | $3,000.00 |
| 21 | FGS Screening: Genome Sequencing- Highly Degraded Single Source Sample and Skeletal Remains | $5,000.00 |
| 22 | FGS Screening: Genome Sequencing- Mixtures | $6,500.00 |
| | FGS Screening- DNA Database upload: Family Tree DNA | $700.00 |
| | FGS Screening- DNA Database upload: GEDMatch | $550.00 |
| 23 | FGS Investigation: Includes ~10-15 hours of investigation | $3,750.00 |
| 24 | FGS: Ongoing Monitoring | $0.00 |
| 25 | FGS: Targeted Testing (Buccal sample) | $295.00 |
| 26 | FGS: Targeted Testing (other sample) | $995.00 |
| 27 | FGS: Confirmation Testing (Buccal sample or presumed known) | $850.00 |
| 26 | YSTR Surname Search - Phase I (existing profile) | $500.00 |
| | Haplotype/Ethnicity Report using an exisiting YSTR or genome sequencing profile) | |
| 28 | YSTR Surname Search - Phase I (using a new Y-111 profile from DNA extract) | $850.00 |
| | Haplotype/Ethnicity Report using a new Y-111 profile developed from a DNA extract | |
| 29 | YSTR Surname Search - Phase II | $950.00 |
| | Surname Database Search | |
| | *The unit price applies to each item that is processed.* | |
| | | |
| | **Rush Surcharges** | |
| 29 | Forensic Biology, STR, Y-STR, miniSTR Analysis: 5 Business Days (1 week) | 300% |
| 30 | Forensic Biology, STR, Y-STR, miniSTR Analysis: 10 Business Days (2 weeks) | 150% |
| 31 | Forensic Biology, STR, Y-STR, miniSTR Analysis: 20 Business Days (4 weeks) | 75% |
| 32 | Forensic Biology, STR, Y-STR, miniSTR Analysis: 30 Business Days (6 weeks) | 50% |
| | Forensic Biology, STR, Y-STR, miniSTR Analysis: 40 Business Days (8 weeks) | 25% |
| 33 | mtDNA Sequencing: 20 Business Days (4 weeks) - **REFERENCES ONLY** | 100% |
| 34 | mtDNA Sequencing: 40 Business Days (8 weeks) | 100% |
| 35 | mtDNA Sequencing: 50 Business Days (10 weeks) | 50% |
| 36 | mtDNA Sequencing: 60 Busniess Days (12 weeks) | 25% |
| | *Note(1): These fees are in addition to processing charges.* | |
| | *Note(2): Rush services are subject to availability.* | |
| | *Note(3): Paternity cases with genetic mutations may require additional time.* | |
| | | |
| | **Additional Services** | |
| 37 | Comparison to a Previously Generated DNA Profile | $350/ hour |
| 38 | *Note: Minimum (1) hour.* | |
| 39 | Case Review Consultation/Affadavit Preparation | $350/ hour |
| | *Note(1): All materials must be received 20 business days before verbal or written report needed.* | |
| 40 | Video Testimony | $350/ hour |
| | *Note(2): 3 Hour Minimum* | |
| 41 | On Site Expert Witness Testimony or Deposition (*pricing does not include travel expenses)* | $2,150 per day |

## Terms and Conditions

The pricing and scope of work attached is valid until **May 2, 2022** unless entered into a contract.

Terms of payment are Net-30 directly billed to the Client. All testing at Bode is subject to our Terms and Conditions.

# Forensic Genealogy Screening Services

| Line Item | Description | List Price |
|---|---|---|
| Case Review | Review of case information for suitability for testing<br>*Bode will provided email notification of suitability for Forensic Genealogy* | $0<br>Bode reserves the right to charge if volume becomes too high |
| DNA Extraction | DNA extraction at Bode under ISO17025 accreditation | $845 per extraction |
| SNP DNA Testing *Single Source Profiles* | SNP Testing of single source samples using microarray (MA)<br>The service includes screening at Bode and SNP testing to generate a profile that is searchable in public DNA databases. This includes an automatic upload into the Family Tree DNA database and a Forensic Genealogy Screening Report. | $1,800 per sample |
| Genome Sequencing DNA Testing<br>*Single Source Samples* | SNP Testing of single source samples using Genome Sequencing (GS)<br>The service includes screening at Bode and genome sequencing to generate a profile that is searchable in public DNA databases of non-skeletal remains samples that are not highly degraded samples. This includes an automatic upload into the Family Tree DNA database and a Forensic Genealogy Screening Report. | $3,000 per sample |
| Genome Sequencing DNA Testing<br>*Highly Degraded Single Source Samples and Skeletal Remains* | SNP Testing on highly degraded DNA samples using Genome Sequencing (GS)<br>The service includes screening at Bode and genome sequencing to generate a profile that is searchable in public DNA databases of highly degraded samples and skeletal remains. This includes a Forensic Genealogy Screening Report. | $5,000 per sample |
| DNA Testing<br>*Mixtures* | • High-Density SNP Testing of evidence and references (if available)<br>• Deconvolution of foreign profile<br>• Forensic Genealogy Screening in public databases<br>• Report will be issued showing results<br>• Recommendation on suitability for Forensic Genealogy Investigation will be made<br>*Cases are evaluated on a case-by-case basis to determine suitability for accepting* | $2,750 per case using MA<br>$6,500 per case using GS |
| DNA Database Upload: Family Tree DNA | • Data upload and searching in the Family Tree DNA Database<br>• Results to be included in Forensic Genealogy Report | $0 per sample if performing SNP testing using the Microarray or Genome Sequencing on non-skeletal remains samples<br>$700 per sample if performing Genome Sequencing on highly degraded samples, mixed samples or skeletal remains |
| DNA Database Upload: GEDMatch PRO | • Data upload and searching in GEDMatch PRO<br>• Results to be included in Forensic Genealogy Report | $550 per sample |

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**10430 Furnace Rd. Ste. 107**
**Lorton, VA 22079**
**(866) 263-3443**
**www.bodetech.com**

# Forensic Genealogy Investigation Services

| Line Item | Description | List Price |
|---|---|---|
| Forensic Genealogy Investigation | Genealogy investigation performed by a genealogist | $3,750 per case unit (~10-15 hours) |
| YSTR Surname Search – Phase I | Phase I: Haplotype/Ethnicity Report | $500 using existing profile (from YSTR or Genome Sequencing)<br>$850 using new Y-111 profile from extract |
| YSTR Surname Search – Phase II | Phase II: Surname Database Search | $950 per sample |
| Targeted Testing | SNP testing of additional references and 1:1 direct comparison to the unknown profile. Additional references are not loaded into public databases | $295 per sample - buccal<br>$995 per sample - other |
| Confirmation testing | STR testing of new sample from investigative lead and 1:1 comparison report to evidence in Bode's ISO 17025 accredited lab | $850 per sample<br>(buccal or alternative standard) |
| Ongoing monitoring | Ongoing monitoring of samples in genealogy database for new links | No charge |

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**(866) 263-3443**
**www.bodetech.com**

**Commissioners Court - Regular Session** **38.**

**Meeting Date:** 04/19/2022

Approval of Agreement for Remodel of Bob Philips Historic Building with The Roof Co. Waco LLC for Facilities Management

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

**Department:** Purchasing

**Agenda Category:** Regular Agenda Items

## Information

### Agenda Item

Discuss, consider, and take appropriate action on authorizing the purchase and service contract between The Roof Company, LLC and Williamson County for the remodel of the Bob Phillips Historic Building, pursuant to TIPS Co-Op Contract #6929, and authorize execution of the agreement. Funding Source is P580.

### Background

This project is to remodel the Bob Phillips Historic Building, located at 401 W. 6th St., Georgetown, TX 78626, as listed in the attached proposal. The proposal includes a detailed scope of work in the amount of $147,000.00. Funding Source is P580. The point of contact is Thomas Crockett.

## Fiscal Impact

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

## Attachments

The Roof Co. Waco LLC Proposal

General Construction Agreement

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing (Originator) | Joy Simonton | 03/31/2022 10:10 AM |
| County Judge Exec Asst. | Becky Pruitt | 03/31/2022 10:41 AM |
| Purchasing (Originator) | Joy Simonton | 04/13/2022 12:12 PM |
| Form Started By: Johnny Grimaldo | | Started On: 03/31/2022 09:00 AM |
| Final Approval Date: 04/13/2022 | | |

The Roof Co. Waco LLC

3605 Franklin Ave • Waco, TX 76710-7327 • Phone: 254-651-1776 • Fax: 254-651-1876

Williamson County - Tommy Crockett
[redacted]

3101 SE Inner Loop
Georgetown, TX 78626

Job Address:
401 6th St
Georgetown, TX 78626

**Print Date:** 4-1-2022

## Proposal for Wilco Bob Phillips Historic Bldg. - Remodel (TIPS #6929)

Estimate is based on market conditions of March 2022 and is valid for (15) days
-Price is based on having unrestricted access to work area
-Price is based on (1) mobilization & (1) demobilization *additional compensation may be requested should additional mobilizations or stand by time be required

| Items | Price |
|---|---|
| Commercial - General Contracting | |
| **Basement Drywall Demo - Labor**<br>Labor & Disposal To:<br>-perform select demo of drywall and non-structural framing in basement areas (approximately 350 sq ft) & haul off | **$2,502.50** |
| **Fascia & Soffit - Material & Labor**<br>Material & Labor To:<br>-remove & replace all fascia & soffit with new like kind materials<br>-seal & prime fascia & soffit | **$8,968.05** |
| **Window Trim/Siding - Material & Labor**<br>Material & Labor To:<br>-remove & replace window trim & siding as needed<br>-seal & prime trim & siding | **$8,244.60** |
| **Painting - Material & Labor**<br>Material & Labor To:<br>-paint all new & existing fascia/soffit, trim & siding | **$7,475.00** |
| **General Conditions - Exterior Repairs**<br>Provide:<br>-commercial general liability<br>-commercial workmans comp<br>-commercial auto<br>-project management<br>-site safety | **$8,647.54** |
| **Equipment**<br>Equipment To:<br>-perform exterior repairs | **$4,875.00** |
| Commercial - Roofing | |
| **Single Ply Warrant**<br>Warranty:<br>-provide manufacturer material & labor warranty on single ply flat roof | **$2,275.00** |
| **Single Ply Roof - Labor**<br>Labor To:<br>-install new 1/2" recover board<br>-install new single ply membrane & accessories<br>-terminate perimeter edge per manufacturer standard details | **$3,900.00** |

| | |
|---|---|
| -flash all penetrations per manufacturer standard details | |
| **Single Ply Roof - Material**<br>Material To:<br>-install new 1/2" recover board<br>-install new single ply membrane & accessories<br>-terminate perimeter edge per manufacturer standard details<br>-flash all penetrations per manufacturer standard details | **$12,413.70** |
| **Glass Demo/Enclosure - Labor**<br>Labor To:<br>-demo existing glass structure & haul off<br>-install new wood framing structure to enclose area<br>-install sheathing at new framing structure | **$2,340.00** |
| **Glass Demo/Enclosure - Material**<br>Material To:<br>-demo existing glass structure & haul off<br>-install new wood framing structure to enclose area<br>-install sheathing at new framing structure | **$2,535.00** |
| **Metal Shingle Gutters & Downspouts - Labor**<br>Labor To:<br>-install new pre-finished seamless gutters & downspouts | **$1,183.00** |
| **Metal Shingle Gutters & Downspouts - Materials**<br>Material To:<br>-install new pre-finished seamless gutters & downspouts | **$1,352.00** |
| **Sheetmetal Work - Labor**<br>Labor To:<br>-install new sheetmetal coping cap at parapet wall of flat roof<br>-install new sheetmetal collector heads & downspouts<br>-install new roof to wall transition flashing | **$1,950.00** |
| **Sheetmetal Work - Material**<br>Material To:<br>-install new sheetmetal coping cap at parapet wall of flat roof<br>-install new sheetmetal collector heads & downspouts<br>-install new roof to wall transition flashing | **$3,878.81** |
| **Metal Shingle Roof - Labor**<br>Labor To:<br>-remove existing metal shingle roof, underlayment, flashing's and haul off<br>-eliminate chimney stack<br>-install new proper galvanized flashing's<br>-install new high temp underlayment<br>-install new WF Norman galvanized stamped shingles<br>-flash all penetrations per manufacturer standard details | **$14,430.00** |
| **Metal Shingle Roof - Materials**<br>Material To:<br>-remove existing metal shingle roof, underlayment, flashing's and haul off<br>-eliminate chimney stack<br>-install new proper galvanized flashing's<br>-install new high temp underlayment<br>-install new WF Norman galvanized stamped shingles<br>-flash all penetrations per manufacturer standard details | **$43,725.50** |
| **Equipment - Roofing**<br>Equipment To:<br>-perform roof & sheetmetal work | **$3,250.00** |
| **General Conditions - Roofing**<br>Provide:<br>-commercial general liability<br>-commercial workmans comp<br>-commercial auto | **$9,375.00** |

| | |
|---|---|
| commercial auto<br><br>-project management<br>-site safety | |
| Commercial - General Contracting | |
| **P&P Bond**<br>Provide a performance & payment bond | **$3,679.30** |

**Total Price: $147,000.00**

Exclusions:
1 The contractor will furnish of the labor and materials which are necessary to perform the work Unless otherwise stated in this proposal, the labor and materials that are furnished will be those which are ordinarily used in the construction industry
2 The contractor will perform the work in accordance with any applicable plans and specifications that have been provided prior to date of this proposal The contractor however will not be responsible for the property of such plans or specifications
3 In performing the work, the contractor will be entitled to assume that the work of the other contractors has been properly performed The contractor will not be required to inspect the work of others and will not have the liability for any problems which may arise as result of other work
4 All preparatory work at the site which is to be undertaken by others, prior to work of the contractor must be properly completed in order for the contractor to perform the work described in this proposal The contractor will no responsibility for any preparatory work or the result thereof
5 The contractor will only be responsible for the specific work which is described herein If any additional work is required, or any changes are made during the construction which increase the cost of performance, the contractor will be entitled to add additional charge
6 Similarly, if any abnormal surface and subsurface conditions which could not reasonably have been expected by the contractor are encountered at the project site, the contractor will be entitled to add and additional charge for any increase in the cost of performance
7 Any additional charges which are added by the contractor will be reasonable If there is any disagreement regarding the reasonableness of its charges, the contractor may suspend all of its work until the disagreement is resolved or may terminate its contract without liability
8 The contractor will perform the work with reasonable diligence but will not be responsible for any delays which may occur because of weather, strikes, transportation difficulties, and shortages of materials, mechanical breakdown or any other conditions that are beyond its reasonable control
9 The contractor will not be responsible for any test or permits that may be required to perform the work unless otherwise provided by this proposal Likewise, the contractor will not be responsible for engineering or surveying services unless otherwise provided herein
10 When the work is completed, the contractor will leave the site in reasonably clean condition All objections to its work, which are based on conditions that are visible at the time of completion, must be brought to its attention prior to the time it leaves the site or will be waived
11 If the work is to be performed on any residential property, or is for any personal, household or family use, credit will not be extended The contractor, at its election will be entitled to payment if full either before the work begins or immediately upon its completion
12 If the work is to be performed on commercial property, progress payments may be permitted if a credit application is submitted to and approved by the contractor prior to the beginning of the work The contractor will not perform any work hereunder if credit is not approved
13 All process payments which are to be made to the contractor will payable on the 10th day of the calendar month following each month that work is performed Any progress or other payments which are not made when due shall bear interest at the rate of 18% per annum
14 Unless otherwise specifically agreed on the reverse side hereof, or required by law, no retainage will be withheld from the amounts which are payable to the contractor for the work performed hereunder The contactor will be entitled to receive full payment as provided herein for all work performed
16 This proposal contains all of the terms and conditions which constitute the offer of the contractor Acceptance is strictly limited to the terms and conditions set forth herein and unless the contractor otherwise agrees in writing, no other terms or conditions will apply to the work
17 This proposal will remain in effect for a period of 15 days from the date shown If it is not accepted within the period by a person who is authorized to do so, and returned to the contractor, this proposal will lapse without further actions on the part of the contractor
18 Not responsible for cracking or vegetation growth, or water puddling
19 Excludes rock excavation, if required
20 Excludes back filling CMU block wall
21 Excludes SWP3 plan and erosion control, if required
22 Excludes soil and compaction testing by contractor or third party, if required
23 Excludes permit, engineering or surveys if required
24 Excludes any warranty of any type or future maintenance of any kind
25 Excludes digging out existing piers completely
26 Excludes excavation of existing sub grade and bringing in materials for backfill, if required
27 Excludes repair or replacement of any existing structural framing/blocking, decking or substrates
28 Excludes hazardous material testing or abatement
29 Excludes any unforeseen work not stated in scope of work above
30 Excludes any interior finish out, MEP related work, masonry work, masonry or elevation flashing's, window replacement, exterior waterproofing
31 Landscape or spinkler protection, repairs, replacement *owner responsible for locating and flagging sprinklers

**Payment Terms** - progress payments

TERMS AND CONDITIONS

- ACCEPTANCE: All Proposals are subject to acceptance by The Roof Co Waco, LLC ("Contractor") Changes requested by Customer in writing or required hereunder, shall be subject to Contractor's approval and, if accepted, shall be paid by Customer in addition to the Proposal price All of Contractor's rights and remedies hereunder extend to changes Unless otherwise agreed in writing all changes are at Contractor's regular price This Proposal does not include, unless expressly specified, any asbestos abatement, removal, encapsulation or any removal of lead paint If asbestos or lead paint is found existing on the premises, any cost to abate, remove or encapsulate shall be paid by Customer as an extra Customer represents that he/she owns the property at which the work is to be performed Customer will identify boundary lines and be responsible for obtaining any necessary zoning variations before commencement of work
Contractor shall comply with all local requirements for building permits, inspections and zoning All surplus material remains Contractor's property While the work is being performed, Contractor may use the Customer's utilities at no cost If Contractor is unable to complete the work for any reason, it may assign its obligations hereunder to a contractor of its choice All rights, remedies and privileges of Contractor hereunder inure to the benefit of and are enforceable by an assignee of the Proposal Customer agrees to execute all other documents that Contractor may require to carry out the terms of this Proposal or to comply with all applicable laws Contractor may make minor variations in work or substitute material of equal or better quality without consent of Customer
- Contractor will give building owner 24-hour written notice on any satellites, cables, data, IT, networking, antennas, boosters, dish, etc that may be moved while performing the work It will be the building owner's responsibility to notify all tenants that a disruption in their service may occur, and they will be responsible for contacting & payment of their provider to recalibrate or reset any of the above-mentioned service

- Contractor will not be responsible for ANY disruption (noise, loss of network, revenue, etc ) during the time of the performed work Hours of work to be Monday through Friday 8-5 unless otherwise noted

- EXISTING BUILDING: Contractor will not be responsible for any existing mechanical, electrical, plumbing, etc unless otherwise defined in our original scope of work Please note that units (HVAC, condenser, satellites, etc ) may be lifted slightly for install of new roof and that Contractor will not be held responsible for any of the unit's function In cases of recovering an existing roof, Contractor will not be responsible for any leaks and or damages to property during the time of install of new roof unless otherwise caused by negligent workmanship to the new roof Contractor will not be responsible for any leaks and or damages to property from the following: unknown moisture under existing roof, leaks from mechanical units, leaks from other portions of existing roof not yet completed with new roof, or other causes or conditions beyond Contractor's reasonable control It is the tenants'/owner's responsibility during the event of the leak to protect their property from damages and to notify Contractor within 24-hours of time of leak Contractor will not be held liable from any non-working signage, neon/LED lighting, fixtures, TV's, computers or any other property during or after install of new roof

Tenant/Owner Initial: _____

- Your Proposal must provide proper documentation (photographs of before & after, times/dates, video, etc ) of issue within 24-hours to Contractor to determine if Contractor was responsible for the issue If all documentation is not turned in within 24-hours of notification Contractor will not be held liable for any issues or damages Contractor will not be responsible for any services (electrical, plumbing, HVAC, conduits, etc ) that may be mounted to the deck of the roof and that may be compromised during the installation of the new roof Unless otherwise PAID for by owner of the building, Contractor will not conduct a search & locate of any service below the roof If owner wishes to proceed WITHOUT a search & locate, then owner is responsible for any compromises/damages that may occur during time of install of new roof

CANCELLATION AND DEFAULT: The material listed on the front or any approved insurance company description of work and materials is specially ordered and cannot be canceled by the Customer after any right of rescission period has expired Customer agrees that title to the materials does not pass to Customer under this Agreement until said materials are paid in full Customer further agrees that in the event of default, Contractor, has a right of possession and that the Customer will make available to Contractor, at a reasonable time, the materials provided under this Proposal
- If Customer cancels this Proposal or defaults in any way after any rescission period has expired, and the materials have already been ordered by Contractor, the Customer agrees that Company shall be entitled to the entire approved price for the materials The Customer shall be in default under this Proposal if any of the following conditions or events occur: (A) a default in payment of the approved price by Customer, (B) Customer fails to provide access to Contractor, at reasonable times during the hours of 7:30 a m to 7:30 p m , Monday through Saturday to perform the work as described in this Proposal; (C) any other failure by Customer to comply with the terms and conditions of this Proposal In the event of the default, the Customer shall be liable for all damages incurred by Contractor

DATES OF PERFORMANCE: Approximate commencement and completion dates of the Proposal are estimates only and Contractor shall not be responsible for delays in either the starting date for the work or substantial completion Any delays caused by events beyond the control of Contractor shall not constitute abandonment and shall not be included in calculating time frames for payment or performance Contractor is not responsible for delay or inability to perform caused by Acts of God, strikes, war, riots, shortages, weather conditions, public authorities or other causes or conditions beyond its control Contractor will not be held responsible to liquidated damages for any shortages caused by suppliers that may cause delay in project

SUPERVISION: Unless otherwise noted, Contractor will have, at its own discretion, the supervision onsite

JOINT AND SEVERAL AGREEMENTS: Customer agrees that upon acceptance of this Agreement by Contractor, each of the Customers shall be jointly liable and that each is the agent of the other for the purpose of binding each and all Customers for specification changes, work order changes or adjustments to the original Proposal

LIMITED WARRANTY: Contractor warrants material is of standard grade quality and will transfer to Customer all manufacturers' written guarantees upon request The manufacturer does offer a limited warranty on the materials sold and all claims by the Customer for breach of material warranty must be brought directly against the manufacturer Customer hereby waives all claims for breach of material warranty of any type against Contractor, Customer will be supplied with the warranty information from the manufacturer after payment for the complete work A specimen copy of the warranty by the manufacturer is available upon request Contractor warrants workmanship for (2) years after the date of substantial completion and will remedy substantial defects within a reasonable time after receipt of written notice from Customer within such two-year period This remedy is Customer's exclusive remedy for any workmanship warranty claim
- THERE ARE NO OTHER WARRANTIES PROVIDED BY CONTRACTOR EXPRESS OR IMPLIED AND THERE IS NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PURPOSE This workmanship warranty inures to the benefit and is enforceable only by the Customer and is to not transferable or assignable Contractor, shall not be liable for any incidental or consequential damages
- No warranty of any type exists until all work is paid in full Additional terms applicable to Contractor's warranties appear on the last page

LIMITATION OF LIABILITY: Notwithstanding anything to the contrary contained in this proposal or any contract document between contractor and customer, contractor shall in no event be liable for any indirect, exemplary, special, consequential or incidental damages of any kind, even if Contractor has been advised of the possibility of such damages, nor shall Contractor's Liability for any direct damages exceed the total amount paid to Contractor for it's work hereunder

- ENTIRE AGREEMENT AND GOVERNING LAW: This Proposal contains the entire agreement between the Customer and Contractor and supersedes all other written and/or oral agreements Any changes to this Proposal must be in writing and signed by both parties This Proposal and any disputes related to the Proposal or Contractor's performance will be governed by and construed in accordance with the laws of the State of Texas To the fullest extent permitted by the applicable governing law, any disputes and or suits resulting in litigation shall be held in Waco, Texas (McLennan County), and Customer agrees to the exclusive jurisdiction of the courts sitting in such County

- DEDUCTIBLES AND PAYMENT: Even if Contractor's work is covered by Customer's insurance, the payment of 100% of the deductible is to be paid by the Customer based on the rates of the Customer's insurance company (See your insurance policy or claim for amounts) Under federal law, Customer is responsible for paying its insurance deductible Deductibles (unless otherwise agreed in writing) are due upon completion of work It is a felony to commit insurance fraud and Contractor will not waive, pay, etc deductibles Failure to pay deductible will result in liens against the property
- The amount shown on the attached proposal is due by the Customer UPON COMPLETION even if insurance proceeds are not yet received or delayed by the insurance company Unless prior arrangements are approved, Customer shall make check payable to Contractor in the invoiced amount of the contract value and present to Contractor prior to work starting or materials being ordered
- This agreement in its entirety (if not the prime contract) shall be added to the prime contract as an exhibit or attachment to the contract Owner is responsible for paying all taxes that are required for the project unless a tax exempt certificate is provided

- LIEN: To secure payment for the material and labor furnished, Contractor shall be deemed granted a mechanics', artisans', and/or materialman's lien on the subject property and/or improvements to the extent provided under applicable law Provided all requisite notices are timely given, all necessary affidavits are timely filed, and Contractor otherwise complies with all applicable provisions of applicable law, Contractor shall have all rights to and to enforce such lien as provided by any applicable law

- ADDITIONAL WARRANTY TERMS AND RETURN POLICY:
(1) year workmanship warranty & standard manufacturer warranty on materials

- RETURN POLICY: NO RETURNS on ordered and or fabricated materials  If job is canceled during the ordering process, Contractor will work with Customer and identify what and what cannot be returned  Customer agrees to pay Contractor for any ordered and or fabricated material that are not returnable

I confirm that my action here represents my electronic signature and is binding

**Signature:** _____

**Date:** _____

**Print Name:** _____

# CONTRACT FOR GENERAL CONSTRUCTION

**PROJECT:** **Bob Phillips Building Remodel** ("Project")

**GENERAL CONTRACTOR:** **The Roof Co Waco LLC** ("GC")
Austin Montgomery, Founder
3605 Franklin Avenue
Waco, TX 76710-7327

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

**THIS CONTRACT FOR GENERAL CONSTRUCTION** ("Contract") is made and entered into effective as of the latest date of the signatories indicated at the conclusion of this document (the "Effective Date"), by and between **Williamson County**, a body corporate and politic under the laws of the State of Texas ("County") and GC.

## R E C I T A L S

**WHEREAS**, County desires to retain a GC for the **remodel of an existing historic building commonly known as the Bob Phillips Building** (hereinafter called the "Project");

**WHEREAS**, County desires a GC who will render, diligently and competently in accordance with the highest standards used in the profession, all general contractor services which shall be necessary or advisable for the expeditious, economical, and satisfactory completion of the Project; and

**NOW, THEREFORE**, County and GC, in consideration of the mutual undertakings herein contained, do mutually agree as follows:

# ARTICLE 1
# SCOPE OF WORK

GC has overall responsibility for and shall provide complete construction services and furnish all materials, equipment, tools and labor as necessary or reasonably inferable to complete the Work, or any phase of the Work, in accordance with the Construction Documents for the Project and County's requirements. GC shall do everything required by the Contract Documents.

# ARTICLE 2
# GENERAL PROVISIONS

## 2.1 CONTRACT DOCUMENTS

**2.1.1**
The Contract Documents consist of this Contract and all exhibits and attachments listed, contained, or referenced in this Contract, the Williamson County Uniform General Conditions ("UGCs"), Supplementary or other Conditions, if any, the Drawings, Specifications, Addenda issued prior to the Effective Date of this Contract, The Bid/Proposal Documents as defined by the Invitation for Bidders/Request for Proposals, and all Change Orders and any other Modifications issued after the Effective Date of this Contract, all of which form this Contract and are as fully a part of this Contract as if attached to this Contract.

**2.1.2**
This Contract represents the entire and integrated agreement between the Parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Contract, this Contract shall govern. To the extent of any direct conflict or inconsistency between any of the Contract Documents, GC shall immediately notify County and seek clarification from A/E and County.

**2.1.3**
The term "GC" shall be interchangeable with the terms "Proposer," "Bidder," Respondent," "Contractor," and "General Contractor" or other similar terms as appropriate in the Contract Documents.

## 2.2 RELATIONSHIP OF THE PARTIES

GC accepts the relationship of trust and confidence established by this Contract and shall cooperate with A/E and County and exercise GC's skill and judgment in furthering the interests of County; to furnish efficient construction administration, management services and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with County's interests.

## 2.3 GENERAL CONDITIONS

**2.3.1**
The term "Contractor" as used herein or in the UGCs shall mean GC.

**2.3.2**
The term "Owner" as used herein or in the UGCs shall mean County.

**2.3.3**
The term "Architect" as used herein or in the UGCs shall mean A/E.

# ARTICLE 3
# CONTRACT TIME

**3.1**
County shall provide a Notice to Proceed in which a date for commencement of the work shall be stated. GC shall achieve Substantial Completion of the Work within **Ninety ( 90 ) calendar days** after such commencement date. As such completion date may be extended by approved Change Orders. Unless otherwise specified in writing, GC shall achieve Final Completion within **thirty (30) calendar days** of Substantial Completion. The time set forth for completion of the work is an essential element of the Contract.

## 3.2 LIQUIDATED DAMAGES
GC acknowledges and recognizes that County is entitled to full and beneficial occupancy and use of the completed Work following expiration of the Contract Time and that County has entered into, or will enter into, binding agreements upon GC's achieving Substantial Completion of the Work within the Contract Time. GC further acknowledges and agrees that if GC fails to complete substantially or cause the Substantial Completion of any Phase of the Work within the Contract Time, County will sustain extensive damages and serious loss as a result of such failure. In the cases of missed scheduled events, which incur exact losses of revenue and exact expenses for fees and other cancellation costs, GC shall be responsible for the exact amount of damages sustained by County. In other cases, the exact amount of such damages will be extremely difficult to ascertain. Therefore, County and GC agree as set forth below:

**3.2.1**

Subject to the other terms and conditions herein, if Substantial Completion is not achieved by the date specified above or by such date to which the Contract Time may be extended, the Contract Sum shall be reduced by **Five Hundred Dollars ($ 500 ) per calendar day** as liquidated damages and not as a penalty, until the date of Substantial Completion. Force majeure shall apply relative to both rain/snow delays (acts of nature) and/or supply delays over which GC has no control, and such force majeure delays shall not be subject to such reduction of the Contract Sum.

**3.2.2**

County may deduct liquidated damages described herein from any unpaid amounts then or thereafter due GC under this Contract. Any liquidated damages not so deducted from any unpaid amounts due GC shall be payable by GC to County at the demand of County, together with the interest from the date of the demand at a rate equal to the prime interest rate as published by the Wall Street Journal on the **first (1st) business day** after such amounts are demanded.

**3.2.3**

Notwithstanding anything to the contrary in this Contract, if County is unable to recover any portion of liquidated damages in accordance with the terms and conditions herein because it is found to be unenforceable or invalid as a penalty or otherwise, then, County shall be entitled to recover from GC all of County's actual damages in connection with the failure by GC to achieve Substantial Completion of the Work within the Contract Time, including, without limitation, direct, indirect, or consequential damages.

## ARTICLE 4
## GC REPRESENTATIONS

**4.1**

In order to induce County to enter into this Contract, GC makes the following representations:

**4.1.1**

GC has examined and carefully studied the Contract Documents and the other related data identified in the Bid/Proposal Documents.

**4.1.2**

GC has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

**4.1.3**
GC is familiar with and is satisfied as to all federal, state, and local laws and regulations that may affect cost, progress, and performance of the Work.

**4.1.4**
GC has considered the information known to GC; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by GC, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) GC's safety precautions and programs.

**4.1.5**
Based on the information and observations referred to in **Paragraph 4.1.4** above, GC does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Sum, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

**4.1.6**
GC is aware of the general nature of work to be performed by County and others at the Site that relates to the Work as indicated in the Contract Documents.

**4.1.7**
GC has given A/E written notice of all conflicts, errors, ambiguities, or discrepancies that GC has discovered in the Contract Documents, and the written resolution thereof by A/E is acceptable to GC.

**4.1.8**
The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

## ARTICLE 5
## THE CONTRACT SUM

**5.1 Contract Sum.**
County shall pay GC for completion of the Work in accordance with the Contract Documents the amount of **One Hundred Forty-Seven Thousand Dollars ($ 147,000)**.

**5.2 Contract Payments.**
Method and terms of payment of the Contract Sum shall be in accordance with the Contract Documents.

**5.3 Allowable Overhead and Profit Markup on Changes in the Work.**
In case of an increase in the Contract Sum due to a change in the Work and in accordance with **UGC 7**, the amounts GC may add to the pricing of a change for overhead and profit are as follows:

**5.3.1**
For Work performed directly by GC with its Own Employees: GC may add up to **fifteen percent (15%)** for Work performed directly by GC for any specific change.

**5.3.2**
For Managing Subcontracted Work: GC may add up to **ten percent (10%)** for managing subcontracted Work for any specific change.

Only one percentage, referenced above, shall be used for the purpose of calculating the markup for a specific change amount. For changes involving both additions and deletions, the allowed markup will be allowed only on the net addition. The allowed markup shall cover all overhead expenses and profit of any kind relating to the specific change.

## ARTICLE 6
## PROJECT TEAM

County's Designated Representative for purposes of this Contract is as follows:

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

County shall have the right, from time to time, to change the County's Designated Representative by giving GC written notice thereof. With respect to any action, decision, or determination which is to be taken or made by County under this Contract, the County's Designated Representative may take such action or make such decision or determination or shall notify GC in writing of an individual responsible for, and capable of, taking such action, decision, or determination, and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by County's Designated Representative on behalf of County shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by County's Designated Representative shall be in accordance with such express standards or parameters. Any consent,

approval, decision, or determination hereunder by County's Designated Representative shall be binding on County; *provided, however,* County's Designated Representative shall not have any right to modify, amend, or terminate this Contract or executed Contract Amendment. County's Designated Representative shall not have any authority to execute a Contract Amendment unless otherwise granted such authority by the Williamson County Commissioners Court.

GC's Designated Representative for purposes of this Contract is as follows:

**The Roof Co Waco LLC**
**Austin Montgomery, Founder**
**3605 Franklin Avenue**
**Waco, TX 76710-7327**

GC shall have the right, from time to time, to change GC's Designated Representative by giving County written notice thereof. With respect to any action, decision, or determination which is to be taken or made by GC under this Contract, GC's Designated Representative may take such action or make such decision or determination, or shall notify County in writing of an individual responsible for and capable of taking such action, decision, or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions, or determinations by GC's Designated Representative on behalf of GC shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by GC's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision, or determination hereunder by GC's Designated Representative shall be binding on GC. GC's Designated Representative shall have the right to modify, amend, and execute Contract Amendments on behalf of GC.

## ARTICLE 7
## NOTICE

Any notice required to be given under the provisions of this Contract shall be in writing and shall be duly served when it shall have been deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to County or GC at the following addresses. If mailed, any notice or communication shall be deemed to be received **three (3) days** after the date of deposit in the United States Mail. Unless otherwise provided in this Contract, all notices shall be delivered to the following addresses:

**County:** Williamson County Judge
710 Main Street, Suite 101
Georgetown, Texas 78626

With copy to: Williamson County Facilities Department
Attn: Director of Facilities
3101 SE Inner Loop
Georgetown, Texas 78626

and to: Office of General Counsel
Williamson County
710 Main Street, Suite 102
Georgetown, Texas 78626

**GC:** The Roof Co. Waco LLC
Attn: Austin Montgomery, Founder
3605 Franklin Ave
Waco, Texas 76710-7327

Attention: Austin Montgomery
Founder

Either party may designate a different address by giving the other party **ten (10) days** written notice.

## ARTICLE 8
## DISPUTE RESOLUTION

Any Claim or Dispute between County and GC shall be resolved in accordance with the provisions set forth in **UGC 15**.

## ARTICLE 9
## MISCELLANEOUS PROVISIONS

### 9.1 MEANING OF TERMS
Terms in this Contract shall have the same meaning as those in the UGCs.

### 9.2 NO WAIVER OF IMMUNITY
Nothing herein shall be construed as a waiver of sovereign immunity by Williamson County.

### 9.3 GOVERNING LAW
This Contract and all of the rights and obligations of the parties and all of the terms and conditions shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas without reference to its conflicts of law provisions.

Williamson County shall be the sole place of venue for any legal action arising from or related to this Contract or the Project in which County is a party.

**9.4 ASSIGNMENT**

County and GC, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Contract. GC shall not assign this Contract without the written consent of County. If GC attempts to make an assignment without County's consent, GC shall nevertheless remain legally responsible for all obligations under this Contract.

**9.5 OTHER PROVISIONS**

**9.5.1**

GC represents and warrants the following to County (in addition to any other representations and warranties contained in the Contract Documents), as an inducement to County to execute this Contract, which representations and warranties shall survive the execution and delivery of this Contract, any termination of this Contract, and the final completion of the Work:

**.1** that it and its Subcontractors are financially solvent, able to pay all debts as they mature, and possessed of sufficient working capital to complete the Work and perform all obligations hereunder;

**.2** that it is able to furnish the tools, materials, supplies, equipment, and labor required to complete the Work and perform its obligations hereunder;

**.3** that it is authorized to do business in the State of Texas and properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over it and over the Work and the project;

**.4** that its execution of this Contract and its performance thereof is within its duly authorized powers;

**.5** that its duly authorized representative has visited the site of the Project, familiarized himself with the local and special conditions under which the Work is to be performed, and correlated its observations with the requirements of the Contract Documents; and

**.6** that it possesses a high level of experience and expertise in the business administration, construction, construction management, and superintendence of projects of the size, complexity, and nature of this particular Project, and it will perform the Work with the care, skill, and diligence of such a contractor.

## ARTICLE 10
## SCOPE OF CONTRACT AND CONTRACT DOCUMENTS

**10.1**
This Contract represents the entire and integrated agreement between County and GC and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may be amended only by written instrument signed by both County and GC.

**10.2**
The following documents comprise the Contract Documents:

1. This Contract between County and GC;
2. Exhibit A – Construction Documents
3. Exhibit B – Minimum Insurance Coverages and Minimum Coverage Amounts
4. Exhibit C – Williamson County Vendor Reimbursement Policy
5. Exhibit D – Williamson County Uniform General Conditions

**10.3**
In the event of a dispute or conflict relating to the terms and conditions of the Contract Documents, applicable documents will be referred to for the purpose of clarification, conflict resolution or for additional detail in the following order of precedence:

1. Contract between County and GC;
2. Special Conditions or Supplementary Conditions (if any);
3. Williamson County Uniform General Conditions;
4. all Addenda issued prior to the Effective Date of the Contract between County and GC; and
5. The Construction Documents

## ARTICLE 11
## SIGNATORY WARRANTY

The undersigned signatory for GC hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this Contract and that he/she has full and complete authority to enter into this Contract on behalf of the Company. The above-stated representations and warranties are made for the purpose of inducing County to enter into this Contract.

**IN WITNESS WHEREOF**, County has caused this Contract 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 CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

**GC:**
**The Roof Co. Waco LLC**

By: Austin Montgomery
Signature

Austin Montgomery
Printed Name

Founder & Director of Opportunities
Title

Date Signed: 4/1/2022

**WILLIAMSON COUNTY**:

By: _____

Bill Gravell Jr.
Williamson County Judge

Date Signed: _____

# EXHIBIT A

## CONSTRUCTION DOCUMENTS

GC shall perform and provide the following:

| Items | Price |
|---|---|
| | |
| Commercial - General Contracting | |
| **Basement Drywall Demo - Labor**<br>Labor & Disposal To: -perform select demo of drywall and non-structural framing in basement areas (approximately 350 sq ft) & haul off | **$2,502.50** |
| **Fascia & Soffit - Material & Labor**<br>Material & Labor To: -remove & replace all fascia & soffit with new like kind materials -seal & prime fascia & soffit | **$8,968.05** |
| **Window Trim/Siding - Material & Labor**<br>Material & Labor To: -remove & replace window trim & siding as needed -seal & prime trim & siding | **$8,244.60** |
| **Painting - Material & Labor**<br>Material & Labor To: -paint all new & existing fascia/soffit, trim & siding | **$7,475.00** |
| **General Conditions - Exterior Repairs**<br>Provide: -commercial general liability -commercial workmans comp -commercial auto -project management -site safety | **$8,647.54** |
| **Equipment**<br>Equipment To: -perform exterior repairs | **$4,875.00** |
| Commercial - Roofing | |
| **Single Ply Warrant**<br>Warranty: -provide manufacturer material & labor warranty on single ply flat roof | **$2,275.00** |
| **Single Ply Roof - Labor** | **$3,900.00** |

| Items | Price |
|---|---|
| | |
| Labor To: -install new 1/2" recover board -install new single ply membrane & accessories -terminate perimeter edge per manufacturer standard details -flash all penetrations per manufacturer standard details | |
| **Single Ply Roof - Material**<br>Material To: -install new 1/2" recover board -install new single ply membrane & accessories -terminate perimeter edge per manufacturer standard details -flash all penetrations per manufacturer standard details | **$12,413.70** |
| **Glass Demo/Enclosure - Labor**<br>Labor To: -demo existing glass structure & haul off -install new wood framing structure to enclose area -install sheathing at new framing structure | **$2,340.00** |
| **Glass Demo/Enclosure - Material**<br>Material To: -demo existing glass structure & haul off -install new wood framing structure to enclose area -install sheathing at new framing structure | **$2,535.00** |
| **Metal Shingle Gutters & Downspouts - Labor**<br>Labor To: -install new pre-finished seamless gutters & downspouts | **$1,183.00** |
| **Metal Shingle Gutters & Downspouts - Materials**<br>Material To: -install new pre-finished seamless gutters & downspouts | **$1,352.00** |
| **Sheetmetal Work - Labor**<br>Labor To: -install new sheetmetal coping cap at parapet wall of flat roof -install new sheetmetal collector heads & downspouts -install new roof to wall transition flashing | **$1,950.00** |
| **Sheetmetal Work - Material**<br>Material To: -install new sheetmetal coping cap at parapet wall of flat roof -install new sheetmetal collector heads & downspouts -install new roof to wall transition flashing | **$3,878.81** |
| **Metal Shingle Roof - Labor**<br>Labor To: -remove existing metal shingle roof, underlayment, flashing's and haul off -eliminate chimney stack -install new proper galvanized flashing's -install new high temp underlayment -install new WF Norman galvanized stamped shingles -flash all penetrations per manufacturer standard details | **$14,430.00** |
| **Metal Shingle Roof - Materials** | **$43,725.50** |

| Items | Price |
|---|---|
| | |
| Material To: -remove existing metal shingle roof, underlayment, flashing's and haul off -eliminate chimney stack -install new proper galvanized flashing's -install new high temp underlayment -install new WF Norman galvanized stamped shingles -flash all penetrations per manufacturer standard details | |
| **Equipment - Roofing**<br>Equipment To: -perform roof & sheetmetal work | **$3,250.00** |
| **General Conditions - Roofing**<br>Provide: -commercial general liability -commercial workmans comp -commercial auto -project management -site safety | **$9,375.00** |
| **P&P Bond**<br>Provide a Performance & Payment Bond | **3679.30** |

# EXHIBIT B

## MINIMUM INSURANCE COVERAGES AND MINIMUM COVERAGE AMOUNTS

**1.** All policies of insurance provided by Contractor must comply with the requirements of this Exhibit, the Contract Documents, and the laws of the State of Texas.

**2.** Contractor shall provide and maintain, until the Work covered in the Contract is completed and accepted by County, the minimum insurance coverages 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 County.

| TYPE OF COVERAGE | LIMITS OF LIABILITY |
|---|---|
| **Worker's Compensation** | Statutory |
| **Employer's Liability** | |
| Bodily Injury by Accident | **$ 1,000,000** per Accident |
| Bodily Injury by Disease | **$ 1,000,000** per Employee |
| | **$ 1,000,000** aggregate Policy Limit |

**Comprehensive General Liability**
(including completed operations and contractual liability insurance for bodily injury, death, or property damages)

| | |
|---|---|
| Comprehensive General Liability | **$ 1,000,000** per Occurrence |
| | **$ 2,000,000** aggregate Policy Limit |

**Comprehensive Automobile and Auto Liability Insurance**
(covering owned, hired, leased, and non-owned vehicles)

| | |
|---|---|
| Bodily injury (including death) | **$ 1,000,000** per Person<br>**$ 1,000,000** per Occurrence |
| Property Damage | **$ 1,000,000** per Person<br>**$ 1,000,000** per Occurrence |
| | **No** aggregate Policy Limit |

**Builder's Risk Insurance** (all risks)
An all risk policy, in the amount equal at all times to **100% of the Contract Sum**. The policy shall include coverage for loss or damage caused by certified acts of terrorism as defined in the Terrorism Risk Insurance Act. The policy shall be issued in the name of Contractor and shall name its Subcontractors as additional insureds. County shall be named as a loss payee on the policy. The builders risk policy shall have endorsements as follow:

**A.** This insurance shall be specific as to coverage and not considered as contributing insurance with any permanent insurance maintained on the present premises. If off-site storage is permitted, coverage shall include transit and storage in an amount sufficient to protect property being transported or stored.

**Flood insurance**
(when specified in Supplementary General Conditions or Special Conditions.

**Umbrella Coverage** **$ 2,000,000**

**Workers' Compensation Insurance**

**A.** Definitions:

**Certificate of coverage ("Certificate")** - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the Project.

**Duration of the Project** - includes the time from the beginning of the work on the Project until the Contractor's/person's work on the Project has been completed and accepted by County.

**Coverage** - Workers' compensation insurance meeting the statutory requirements of the Texas Labor Code, §401.011(44).

**Persons providing services on the Project** ("Subcontractor") - includes all persons or entities performing all or part of the services Contractor has undertaken to perform on the Project, regardless of whether that person contracted directly with Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the Project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the Project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

**B.** Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, §401.011(44) for all employees of Contractor providing services on the Project, for the duration of the Project.

**C.** Contractor must provide a certificate of coverage prior to execution of the Contract, and in no event later than **ten (10) calendar days** from Notice of Award. Failure to provide the insurance in a timely fashion may result in loss of Contractor's bid bond.

**D.** If the coverage period shown on Contractor's current certificate of coverage ends during the duration of the Project, Contractor must, prior to the end of the coverage period, file a new certificate of coverage with County showing that coverage has been extended.

**E.** Contractor shall obtain from each person providing services on a project, and provide to County:

**(1)** a certificate of coverage, prior to that person beginning work on the Project, so County will have on file certificates of coverage showing coverage for all persons providing services on the Project; and

**(2)** no later than **seven (7) calendar days** after receipt by Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project.

**F.** Contractor shall retain all required certificates of coverage for the duration of the Project and for **one (1) year** thereafter.

**G.** Contractor shall notify County in writing by certified mail or personal delivery, within **ten (10) calendar days** after Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project.

**H.** Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the Project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

**I.** Contractor shall contractually require each person with who it contracts to provide services on a project, to:

**(1)** provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas labor Code, Section 401.011(44) for all of its employees providing services on the Project, for the duration of the Project;

**(2)** provide to Contractor, prior to that person beginning work on the Project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the Project, for the duration of the Project;

**(3)** provide Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;

**(4)** obtain from each other person with whom it contracts, and provide to Contractor:

**a.** a certificate of coverage, prior to the other person beginning work on the Project; and

**b.** a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;

**(5)** retain all required certificate of coverage on file for the duration of the Project and for **one (1) year** thereafter;

**(6)** notify County in writing by certified mail or personal delivery, within **ten (10) calendar days** after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project; and

**(7)** contractually require each person with whom it contracts, to perform as required by **Paragraphs (1)-(7)**, with the certificates of coverage to be provided to the person for whom they are providing services.

**J.** By signing the Contract or providing or causing to be provided a certificate of coverage, Contractor is representing to County that all employees of Contractor who will provide services on the Project will be covered by workers' compensation coverage for the duration of the Project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

**K.** Contractor's failure to comply with any of these provisions is a breach of contract by Contractor which entitles County to declare the Contract void if Contractor does not remedy the breach within **ten (10) calendar days** after receipt of notice of breach from County.

**3.** If insurance policies are not written for the amounts specified in this section, Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of primary coverage.

**4.** The furnishing of the above listed insurance coverage, as may be modified by the Contract Documents, must be tendered prior to execution of the Contract, and in no event later than **ten (10) calendar days** from Notice of Award. Failure to provide the insurance in a timely fashion may result in loss of Contractor's bid bond.

**5.** County shall be entitled, upon request and without expense, to receive copies of the policies and all endorsements as they apply to the limits set out in this section.

**6.** Contractor shall be responsible for payment of premiums for all of the insurance coverages required under this section. Contractor further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which Contractor is responsible hereunder, Contractor shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over **seventy-five thousand dollars ($ 75,000)** in Contractor's insurance must be declared and approved in writing by County in advance.

# EXHIBIT C

## WILLIAMSON COUNTY VENDOR REIMBURSEMENT POLICY

The purpose of this Williamson County Vendor Reimbursement Policy ("Policy") is to provide clear guidelines to vendors on Williamson County's expectations and requirements regarding allowable reimbursable expenditures and required backup. The Policy will also minimize conflicts related to invoice payments and define non-reimbursable items. This Policy is considered a guideline and is not a contract.

This Policy may be altered, deleted, or amended at any time and without prior notice to vendors, by action of the Williamson County Commissioners Court. Unenforceable provisions of this Policy, as imposed by applicable law, regulations, or judicial decisions, shall be deemed to be deleted. Any revisions to this Policy will be distributed to all current vendors doing business with County.

### 1. Invoices and Affidavits

**1.1** Invoices must adequately describe the goods or services provided to County and include all required backup (i.e. reimbursable expenses, mileage log, timesheets, receipts detailing expenses incurred etc.) that is in a form acceptable to the Williamson County Auditor. Invoices that do not adequately describe the goods or services provided to County or contain backup that is not satisfactory to the Williamson County Auditor will be returned to vendor for revisions and the provision above relating to invoice errors resolved in favor of County shall control as to the required actions of vendor and when such invoice must be paid by County.

**1.2** In the event an invoice includes charges based upon hourly billing rates for services or any other rates based upon the amount of time worked by an individual or individuals in performing services, whether the charges are being billed directly to County or whether they are the basis of invoices from subcontractors for which the vendor seeks reimbursement from County, the charges shall be accompanied by an affidavit signed by an officer or principal of the vendor certifying that the work was performed, it was authorized by County and that all information contained in the invoice that is being submitted is true and correct.

**1.3** Upon County's request, vendor must submit all bills paid affidavits wherein vendor must swear and affirm that vendor has paid each of its subcontractors, laborers, suppliers and material in full for all labor and materials provided to vendor for or in connection with services and work performed for County and, further, vendor must swear and affirm that vendor is not aware of any unpaid bills, claims, demands, or causes of action by any of its subcontractors, laborers, suppliers, or material for or in connection with the furnishing of labor or materials, or both, for services and work performed for County.

## 2. Travel Reimbursement

**2.1** County will only cover costs associated with travel on vendors outside a **fifty (50)-mile radius** from Williamson County, Texas.

**2.2** County will only cover costs associated with travel as documented work for County. If a vendor is also doing business for another client, the travel costs must be split in proportion to the amount of work actually performed for County and the other client. The only allowable travel expense will be for the specific days worked for Williamson County.

**2.3** No advance payments will be made to vendor for travel expenditures. The travel expenditure may only be reimbursed after the expenditure/trip has already occurred and vendor has provided the Williamson County Auditor with all necessary and required backup.

**2.4** Vendors must submit all travel reimbursement requests on each employee in full. Specifically, a travel reimbursement request must include all related travel reimbursement expenses relating to a particular trip for which vendor seeks reimbursement. Partial travel reimbursement requests will not be accepted (i.e. vendor shall not submit hotel and mileage one month then the next month submit rental car and airfare). If the travel reimbursement appears incomplete, the invoice will be sent back to the vendor to be submitted when all information is ready to submit in full.

**2.5** Reimbursement for transportation costs will be at the most reasonable means of transportation (i.e.: airline costs will be reimbursed for coach rate, rental car costs will only be reimbursed if rental car travel was most reasonable means of travel as compared to travel by air).

**2.6** County will not be responsible for, nor will County reimburse additional charges due to personal preference or personal convenience of individual traveling.

**2.7** County will not reimburse airfare costs if airfare costs were higher than costs of mileage reimbursement.

**2.8** Additional expenses associated with travel that is extended to save costs (i.e. Saturday night stay) may be reimbursed if costs of airfare would be less than the cost of additional expenses (lodging, meals, car rental, mileage) if the trip had not been extended. Documentation satisfactory to the Williamson County Auditor will be required to justify expenditure.

**2.9** County will only reimburse travel expense to necessary personnel of the vendor (i.e. no spouse, friends, or family members).

**2.10** Except as otherwise set forth herein, a vendor must provide a paid receipt for all expenses. If a receipt cannot be obtained, a written sworn statement of the expense from the vendor may be substituted for the receipt.

**2.11** Sales tax for meals and hotel stays are the only sales taxes that will be reimbursed. Sales tax on goods purchased will not be reimbursed. A sales tax exemption form is available from the Williamson County Auditor's Office upon request.

**2.12** County will not pay for any late charges on reimbursable items. It is the responsibility of the vendor to pay the invoice first and seek reimbursement from County.

## 3. Meals

**3.1** Meal reimbursements are limited to a maximum of **fifty ($50) per day** on overnight travel. On day travel (travel that does not require an overnight stay), meal reimbursements are limited to a maximum of **twenty ($20) per day**. The travel must be outside the Williamson County, Texas line by a **fifty (50)-mile radius**.

**3.2** Receipts are required on meal reimbursement amounts up to the maximum per day amount stated for overnight or day travel. If receipts are not presented, the vendor can request per diem (per diem limits refer to **3.2**). However, a vendor cannot combine per diem and meal receipts. Only one method shall be allowed.

**3.3** Meals are reimbursable only for vendors who do not have the necessary personnel located within a **fifty (50)-mile radius** of Williamson County, Texas that are capable of carrying the vendor's obligations to County. Meals will not be reimbursed to vendors who are located within a **fifty (50)-mile radius** of Williamson County, Texas.

**3.4** County will not reimburse for alcoholic beverages.

**3.5** Tips are reimbursable but must be reasonable to limitation of meal allowance

**3.6** No meals purchased for entertainment purposes will be allowed.

**3.7** Meal reimbursement must be substantiated with a hotel receipt.

## 4. Lodging

**4.1** Hotel accommodations require an itemized hotel folio as a receipt. The lodging receipt shall include name of the motel/hotel, number of occupant(s), goods or services for each individual charge (room rental, food, tax, etc.) and the name of the occupant(s). Credit card receipts or any other form of receipt are not acceptable.

**4.2** Vendors will be reimbursed for a single room rate charge plus any applicable tax. If a single room is not available, the vendor must provide documentation to prove that a single room was not available in order to justify the expense over and above the single room rate. A vendor may also be required to provide additional documentation if a particular room rate appears to be excessive.

**4.3** Personal telephone charges, whether local or long distance, will not be reimbursed.

## 5. Airfare

**5.1** County will only reimburse up to a coach price fare for air travel.

**5.2** County will exclude any additional charges due to personal preference or personal convenience of the individual traveling (i.e. early bird check in, seat preference charges, airline upgrades, etc. will not be an allowable reimbursement)

**5.3** Air travel expenses must be supported with receipt copy of an airline ticket or an itinerary with actual ticket price paid. If tickets are purchased through a website, vendor must submit a copy of the webpage showing the ticket price if no paper ticket was issued.

**5.4** Cancellation and/or change flight fees may be reimbursed by County but vendor must provide the Williamson County Auditor with documentation in writing from a County department head providing authorization for the change.

**5.5** County will not reimburse vendor for tickets purchased with frequent flyer miles.

## 6. Car Rental

**6.1** Vendors that must travel may rent a car at their destination when it is less expensive than other transportation such as taxis, airport shuttles or public transportation such as buses or subways.

**6.2** Cars rented must be economy or mid-size. Luxury vehicle rentals will not be reimbursed. Any rental costs over and above the cost of a mid-size rental will be adjusted.

**6.3** Vendors will be reimbursed for rental cars if the rental car cost would have been less than the mileage reimbursement cost (based on the distance from vendor's point of origin to Williamson County, Texas) had the vendor driven vendor's car.

**6.4** Vendors must return a car rental with appropriate fuel levels as required by rental agreement to avoid the car rental company from adding fuel charges.

**6.5** Rental agreement and credit card receipt must be provided to County as back up for the request for reimbursement.

**6.6** Insurance purchased when renting vehicle may also be reimbursed.

**6.7** Car Rental optional extras such as GPS, roadside assistance, and administrative fees on Tolls will not be reimbursed.

## 7. Personal Car Usage

**7.1** Personal vehicle usage will be reimbursed in an amount equal to the standard mileage rate allowed by the IRS.

**7.2** Per code of Federal Regulations, Title 26, Subtitle A, Chapter 1, Subchapter B, Part IX, Section 274(d), all expense reimbursement requests must include the following:

**7.2.1** Date

**7.2.2** Destination

**7.2.3** Purpose

**7.2.4** Name of traveler(s)

**7.2.5** Correspondence that verifies business purpose of the expense

**7.3** The mileage for a personal vehicle must document the date, location of travel to/from, number of miles traveled and purpose of trip.

**7.4** Mileage will be reimbursed on the basis of the most commonly used route.

**7.5** Reimbursement for mileage shall not exceed the cost of a round trip coach airfare.

**7.6** Reimbursement for mileage shall be prohibited between place of residence and usual place of work.

**7.7** Mileage shall be calculated from employee's regular place of work or their residence, whichever is the shorter distance when traveling to a meeting or traveling to Williamson County, Texas for vendors who are located outside of Williamson County, Texas by at least a **fifty (50)-mile radius**.

**7.8** When more than one person travels in same vehicle, only one person may claim mileage reimbursement.

**7.9** Tolls, if reasonable, are reimbursable. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement (administrative fees on Tolls will not be reimbursed).

**7.10** Parking fees, if reasonable are reimbursable for meetings and hotel stays. For vendors who contract with a third party for visitor parking at vendor's place of business, Williamson County will not reimburse a vendor based on a percentage of its contracted visitor parking fees. Rather, Williamson County will reimburse Vendor for visitor parking on an individual basis for each time a visitor uses Vendor's visitor parking. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement.

**7.11** Operating and maintenance expenses as well as other personal expenses, such as parking tickets, traffic violations, and car repairs and collision damage are not reimbursable.

## 8. Other Expenses

**8.1** Taxi fare, bus tickets, conference registrations, parking, etc. must have a proper original receipt.

## 9. Repayment of Non-reimbursable Expenses

Vendors must, upon demand, immediately repay County for all inappropriately reimbursed expenses whenever an audit or subsequent review of any expense reimbursement documentation finds that such expense was reimbursed contrary to these guidelines and this Policy. Williamson County reserves the right to retain any amounts that are due or that become due to a vendor in order to collect any inappropriately reimbursed expenses that a vendor was paid.

## 10. Non-Reimbursable Expenses

In addition to the non-reimbursable items set forth above in this Policy, the following is a non-exhaustive list of expenses that will not be reimbursed by Williamson County:

**10.1** Alcoholic beverages/tobacco products

**10.2** Personal phone calls

**10.3** Laundry service

**10.4** Valet service (excludes hotel valet)

**10.5** Movie rentals

**10.6** Damage to personal items

**10.7** Flowers/plants

**10.8** Greeting cards

**10.9** Fines and/or penalties

**10.10** Entertainment, personal clothing, personal sundries, and service

**10.11** Transportation/mileage to places of entertainment or similar personal activities

**10.12** Upgrades to airfare, hotel and/or car rental

**10.13** Airport parking above the most affordable rate available

**10.14** Excessive weight baggage fees or cost associated with more than two airline bags

**10.15** Auto repairs

**10.16** Babysitter fees, kennel costs, pet, or house-sitting fees

**10.17** Saunas, massages, or exercise facilities

**10.18** Credit card delinquency fees or service fees

**10.19** Doctor bills, prescription and other medical services

**10.20** Hand tools

**10.21** Safety Equipment (hard hats, safety vests, etc.)

**10.22** Office Supplies

**10.23** Lifetime memberships to any association

**10.24** Donations to other entities

**10.25** Any items that could be construed as campaigning

**10.26** Community outreach items exceeding $2 per item

**10.27** Technology Fees

**10.28** Sales tax on goods purchased

Any other expenses which Williamson County deems, in its sole discretion, to be inappropriate or unnecessary expenditures.

# EXHIBIT D

# UNIFORM GENERAL CONDITIONS

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# ARTICLE 1
# GENERAL PROVISIONS

## 1.1 BASIC DEFINITIONS

### 1.1.1 CONTRACT DOCUMENTS

Contract Documents are enumerated in the Contract between the Owner and Contractor (hereinafter the Contract) and consist of the Contract, Conditions of the Contract as revised, Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Contract and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Owner or the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding requirements.

### 1.1.2 CONTRACT

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants or (4) between any persons or entities other than the Owner and the Contractor.

### 1.1.3 WORK

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

### 1.1.4 THE PROJECT

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by separate contractors.

### 1.1.5 THE DRAWINGS

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

### 1.1.6 THE SPECIFICATIONS

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

### 1.1.7 INSTRUMENTS OF SERVICE

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

### 1.1.8 KNOWLEDGE

The terms "knowledge," "recognize," and "discover," their respective derivatives, and similar terms in the Contract Documents, as used in reference to the Contractor, shall be interpreted to mean that which the Contractor knows (or should know), recognizes (or should recognize), and discovers (or should discover) in exercising the care, skill, and diligence required by the Contract Documents. Analogously, the expression "reasonably inferable" and similar terms in the Contract Documents shall be interpreted to mean reasonably inferable by a contractor familiar with the Project and exercising the care, skill, and diligence required of the Contractor by the Contract Documents.

### 1.1.9 PRODUCT

Materials, systems, and equipment incorporated or to be incorporated in the Work.

### 1.1.10 PROVIDE

Furnish and install and shall include, without limitation, labor, materials, equipment, transportation, services, and other items required to complete the referenced tasks.

### 1.1.11 FURNISH

Pay for, deliver (or receive), unload, inspect, and store products, materials, equipment, and accessories as specified while retaining care, custody and control until received for installation based on a signed receipt.

### 1.1.12 INSTALL

Receive, unload, inspect, and store as specified while retaining care, custody and control; set or place in position, make required connections; and adjust and test as specified in the Contract Documents for satisfactory performance and operation.

## 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

### 1.2.1

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary,

and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the intended results. In the event of inconsistencies within or between parts of the Contract Documents, or between the Contract Documents and applicable standards, codes, and ordinances, the Contractor shall (i) provide the better quality or greater quantity of Work or (ii) comply with the more stringent requirement; either or both in accordance with the Owner or the Architect's interpretation. The terms and conditions of this **Paragraph 1.2.1**, however, shall not relieve the Contractor of any of the obligations set forth in the Contract Documents.

**1.2.2**

Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

**1.2.3**

Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

**.1** Whenever a product is specified in accordance with a Federal Specification, an ASTM Standard, an American National Standards Institute Specification, or other Association Standard, the Contractor, if required by the Specifications or if requested by the Owner, shall present evidence from the manufacture, certifying the product complies with the particular Standard or Specification. When required by the Contract Documents, supporting data shall be submitted to substantiate compliance.

**.2** Whenever a product is specified or shown by describing proprietary items, model numbers, catalog numbers, manufacturer, trade names, or similar reference, no substitutions may be made unless accepted in strict accordance with the Substitution requirements stated in the Specifications or, if no Substitution requirements are stated in the Specifications, in accordance with the requirements stated elsewhere in the Contract Documents. Where two or more products are shown or specified, the Contractor has the option to use either of those shown or specified.

## 1.3 CAPITALIZATION

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Architects.

## 1.4 INTERPRETATION

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article

is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

### 1.5 USE OF DRAWINGS AND OTHER INSTRUMENTS OF SERVICE

#### 1.5.1

The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights, including copyrights, except as provided in the Owner-Architect Agreement. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

#### 1.5.2

The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.

### 1.6 TRANSMISSION OF DATA IN DIGITAL FORM

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall establish the necessary protocols governing such transmissions in writing, unless otherwise already provided in the Agreement or the Contract Documents.

## ARTICLE 2
## OWNER

### 2.1 GENERAL

The Owner means Williamson County acting through any duly authorized representative as provided in the Contract, and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization ("Owner's Designated Representative"). The term "Owner" means the Owner or the Owner's authorized representative.

### 2.2 OWNER

### 2.2.1 Appropriation of Funds by Owner

Owner believes it has sufficient funds currently available and authorized for expenditure to finance the costs of the Agreement between Owner and Contractor. Contractor understands and agrees that the Owner's payment of amounts under the Agreement between Owner and Contractor is contingent on the Owner receiving appropriations or other expenditure authority sufficient to allow the Owner, in the exercise of reasonable administrative discretion, to continue to make payments under the Agreement.

### 2.2.2

Unless specifically stated otherwise in the Contract Documents, Contractor shall secure and pay for necessary permits, approvals, assessments, and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

### 2.2.3

The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. Except for surveys or grade information, the Contractor shall compare the information furnished by the Owner, including, but not limited to, soil tests, with visibly observable physical conditions and the Contract Documents and, on the basis of such review, promptly report to the Owner and the Architect any known conflicts, errors or omissions. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

### 2.2.4

The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

### 2.2.5

Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions.

## 2.3 OWNER'S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by **Section 12.2** or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

## 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a **ten (10)-calendar day** period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

## 2.5 EXTENT OF OWNER RIGHTS

### 2.5.1

The rights stated in this **Article 2** and elsewhere in the Contract Documents are cumulative and not in limitation of any rights of the Owner (1) granted in the Contract Documents, (2) at law, or (3) in equity.

### 2.5.2

In no event shall the Owner have control over, charge of, or any responsibility for construction means, methods, techniques, sequences, or procedures or for safety precautions and programs in connection with the Work, notwithstanding any of the rights and authority granted the Owner in the Contract Documents.

## 2.6 OWNER'S RIGHT TO RECORDS

### 2.6.1

The Contractor's records, which shall include but not be limited to accounting records, written policies and procedures, subcontractor files (including proposals of successful bidders), original estimates, estimating work sheets, correspondence, schedules, change order files (including documentation covering negotiated settlements), and any other supporting evidence necessary to substantiate charges related to this contract (all foregoing hereinafter referred to as "records") and shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by Owner's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the Contractor or any of his payees. Such records subject to examination shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Contract.

**2.6.2**
For the purpose of such audits, inspections, examinations and evaluations, the Owner's agent, or authorized representatives shall have access to said records from the effective date of this Contract for the duration of Work and until **three (3) years** (or longer if required by law) after the date of final payment by Owner to Contractor.

**2.6.3**
Owner's agent or its authorized representative shall have access during normal business hours to the Contractor's facilities, shall have access to all necessary records and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this **Section 2.6**. Owner's agent or authorized representative shall give auditees reasonable advance notice of intended audits.

**2.6.4**
Contractor shall require all subcontractors, insurance agents, and material suppliers (payees) with cost plus contracts, if permitted, and not fixed price contracts to comply with the provisions of this **Article 2** by insertion of the requirements hereof in a written contract agreement between Contractor and payee. Failure to obtain such written contracts which include such provisions shall be reason to exclude some or all of the related payee's costs from amounts payable to the Contractor pursuant to this contract.

## ARTICLE 3
## CONTRACTOR

### 3.1 GENERAL

**3.1.1**
The Contractor is the person or entity identified as such in the Contract and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under the Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative, and if these General Conditions are used in conjunction with the Contract between Owner and Construction Manager-At-Risk, the term "Contractor" shall mean the Construction Manager.

**3.1.2**
The Contractor shall perform the Work in strict accordance with the Contract Documents.

**3.1.3**
The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's

administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

## 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

### 3.2.1

Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents. Prior to execution of the Contract, the Contractor and each Subcontractor shall have evaluated and satisfied themselves as to the observable conditions and limitations under which the Work is to be performed, including, without limitation, (i) the location, condition, layout, and nature of the Project site and surrounding areas, (ii) generally prevailing climatic conditions, (iii) anticipated labor supply and costs, (iv) availability and cost of materials, tools, and equipment, and (v) other similar issues. The Owner assumes no responsibility or liability for the physical condition or safety of the Project site or any improvements located on the Project site. Except as set forth in **Section 10.3**, the Contractor and its Subcontractors shall be responsible for providing a safe place for the performance of the Work. The Owner shall not be required to make any adjustment in either the Contract Sum or the Contract Time in connection with any failure by the Contractor or any Subcontractor to have complied with the requirements of **this Section 3.2**.

### 3.2.2

Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to **Paragraph 2.2.3**, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Owner and Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that reasonably may be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to Owner. The Contractor shall verify the accuracy of elevations, dimensions, locations, and field measurements. In all cases of the interconnection of its Work with existing or other Work, the Contractor shall verify at the site all dimensions relating to such existing or other Work.

**.1** All of Contractor's and Subcontractors' work shall conform to the Contract Documents. Contractor shall be responsible for the details of the Work necessary to carry out the intent of the drawings and specifications, or which are customarily performed. When more detailed information is required for performance of the Work or when an interpretation of the Contract Documents is requested, the Contractor shall submit a written request for information to the Architect or Owner (as required), and the Owner or Architect shall furnish such information or interpretation. Where only part of the Work is indicated, similar parts shall be considered repetitive. Where any detail is shown and components thereof are fully described, similar details not fully described shall be considered to incorporate the fully described details and components.

**.2** The Contractor has had an opportunity to examine, and has carefully examined, all of the Contract Documents and Project site, and has fully acquainted itself with the scope of work, design, availability of materials, existing facilities, access, general topography, soil structure, subsurface conditions, obstructions, and all other conditions pertaining to the Work, the site of the Work, and its surrounding; that it has made necessary investigations to a full understanding of the difficulties which may be encountered in performing the Work; and that anything in any Contract Documents, or in any representations, statements, or information made or furnished by Owner or its representatives notwithstanding, Contractor will complete the Work for the compensation stated in the Contract. In addition thereto, Contractor represents that it is fully qualified to do the Work in accordance with the terms of the Contract in the time specified.

**3.2.3**

The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Owner and the Architect any nonconformity discovered by or made known to the Contractor as a request for information.

**3.2.4**

If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to **Paragraphs 3.2.2 or 3.2.3** above, the Contractor shall make Claims as provided in **Article 15**.

## 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

### 3.3.1

The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. Subcontractors are responsible for directing their forces on their portions of the Work. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor and Subcontractors shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any loss or damage arising solely from those Owner-required means, methods, techniques, sequences or procedures.

### 3.3.2

The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

### 3.3.3

The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

### 3.3.4

Inspection of the progress, quantity, or quality of the Work done by the Owner, any Owner's representative, any governmental agency, or the Architect, or any inspector, shall not relieve the Contractor of any responsibility for the compliance of the Work with the Contract Documents. The Owner or its approved representative (heretofore referred to as Owner's representative) shall have access to the worksite and all Work. No supervision or inspection by the Owner's representative, nor the authority to act nor any other actions taken by the Owner's representative shall relieve the Contractor of any of its obligations under the Contract Documents nor give rise to any duty on the part of the Owner.

## 3.4 LABOR AND MATERIALS

### 3.4.1

Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

**.1 Duty to Pay Prevailing Wage Rates.** The Contractor shall pay not less than the wage scale of the various classes of labor as shown on the "Prevailing Wage Schedule" provided by the Owner. The specified wage rates are minimum rates only, and are not representations that qualified labor adequate to perform the Work is available locally at the prevailing wage rates. The Owner is not bound to pay—and will not consider—any claims for additional compensation made by any Contractor because the Contractor pays wages in excess of the applicable minimum rate contained in the Contract Documents. The "Prevailing Wage Schedule" is not a representation that quantities of qualified labor adequate to perform the Work may be found locally at the specified wage rates.

**a)** For classifications not shown, workers shall not be paid less than the wage indicated for Laborers. The Contractor shall notify each worker commencing work on the Project the worker's job classification and the established minimum wage rate required to be paid, as well as the actual amount being paid. The notice must be delivered to and signed in acknowledgement of receipt by the employee and must list both the monetary wages and fringe benefits to be paid or furnished for each classification in which the worker is assigned duties. When requested by Owner, competent evidence of compliance with the Texas Prevailing Wage Law shall be furnished by Contractor.

**b)** A copy of each worker wage rate notification shall be submitted to the Owner with the Application for Payment for the period during which the worker began on-site activities.

**.2 Prevailing Wage Schedule.** The "Prevailing Wage Schedule" shall be determined by the Owner in compliance with **Texas Government Code, Chapter 2258**. Should the Contractor at any time become aware that a particular skill or trade not reflected on the Owner's Prevailing Wage Schedule will be or is being employed in the Work, whether by the Contractor or by a subcontractor, the Contractor shall promptly inform the Owner and shall specify a wage rate for that skill or trade, which shall bind the Contractor.

**.3 Penalty for Violation.** The Contractor and any Subcontractor shall pay to the Owner a penalty of **sixty dollars ($60.00)** for each worker employed for each calendar day, or portion thereof, that the worker is paid less than the wage rates stipulated in the Prevailing Wage Schedule or any supplement thereto pursuant to **Paragraph 3.4.1.2** above. The Contractor and each Subcontractor shall keep, or cause to be kept, an accurate record showing the names and occupations of all workers employed in connection with the Work, and showing the actual per diem wages paid to each worker, which records shall be open at all reasonable hours for the inspection by the Owner.

**.4 Complaints of Violations of Prevailing Wage Rates.** Within **thirty-one (31) days** of receipt of information concerning a violation of **Texas Government Code, Chapter 2258**, the Owner shall make an initial determination as to whether good cause exists to believe a violation occurred. The Owner's decision on the initial determination shall be reduced to writing and sent to the Contractor or Subcontractor against whom the violation was alleged, and to the affected worker. When a good cause finding is made, the Owner shall retain the full amounts claimed by the claimant or claimants as the difference between wages paid and wages due under the Prevailing Wage Schedule and any supplements thereto, together with the applicable penalties, such amounts being subtracted from successive progress payments pending a final decision on the violation.

**.5 Arbitration Required if Violation not Resolved.** After the Owner makes its initial determination, the affected Contractor or Subcontractor and worker have **fourteen (14) days** in which to resolve the issue of whether a violation occurred, including the amount that should be retained by Owner or paid to the affected worker. If the Contractor or Subcontractor and affected worker reach an agreement concerning the worker's claim, the Contractor shall promptly notify the Owner in a written document signed by the worker. It the Contractor or Subcontractor and affected worker do not agree before the **fifteenth (15th) day** after the Owner's determination, the Contractor or Subcontractor and affected worker must participate in binding arbitration in accordance with the **Texas General Arbitration Act, Chapter 171, Tex. Civ. Prac. & Rem. Code**. The parties to the arbitration have **ten (10) days** after the expiration of the **fifteen (15) days** referred to above, to agree on an arbitrator; if by the **eleventh (11th) day** there is no agreement to an arbitrator, a district court shall appoint an arbitrator on the petition of any of the parties to the arbitration.

**.6 Arbitration Award.** If an arbitrator determines that a violation has occurred, the arbitrator shall assess and award against the Contractor or Subcontractor the amount of penalty as provided in this **Section 3.4** and the amount owed the worker. The Owner may use any amounts retained hereunder to pay the worker the amount as designated in the arbitration award. If the Owner has not retained enough from the Contractor or Subcontractor to pay the worker in accordance with the arbitration

award, the worker has a right of action against the Contractor and Subcontractor as appropriate, and the surety of either to receive the amount owed, attorneys' fees and court costs. The Contractor shall promptly furnish a copy of the arbitration award to the Owner.

**.7 Prevailing Wage Retainage.** Money retained pursuant to this **Section 3.4** shall be used to pay the claimant or claimants the difference between the amount the worker received in wages for labor on the Project at the rate paid by the Contractor or Subcontractor and the amount the worker would have received at the general prevailing wage rate as provided by the agreement of the claimant and the Contractor or Subcontractor affected, or in the arbitrator's award. The full statutory penalty of **sixty dollars ($60.00) per day** of violation per worker shall be retained by the Owner to offset its administrative costs, pursuant to **Texas Government Code, §2258.023**. Any retained funds in excess of these amounts shall be paid to the Contractor on the earlier of the next progress payment or final payment. Provided, however, that the Owner shall have no duty to release any funds to either the claimant or the Contractor until it has received the notices of agreement or the arbitration award as provided under **Paragraphs 3.4.2 and 3.4.3**.

**.8 No Extension of Time.** If the Owner determines that good cause exists to believe a violation has occurred, the Contractor shall not be entitled to an extension of time for any delay arising directly or indirectly from of the procedures set forth in this **Section 3.4**.

**3.4.2**

Except in the case of minor changes in the Work authorized by the Owner or Architect in accordance with **Paragraphs 3.12.8 or Section 7.4**, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive. If the Contractor desires to submit an alternate product or method in lieu of what has been specified or shown in the Contract Documents, the Contractor shall comply with the Substitution requirements listed in the Specifications, or if there are no Substitution requirements listed in the Specifications, then the following provisions apply:

**.1** The Contractor must submit to the Architect and the Owner (1) a full explanation of the proposed substitution and submittal of all supporting data, including technical information, catalog cuts, warranties, test results, installation instructions, operating procedures, and other like information necessary for a complete evaluation of the substitution; (2) the adjustment, if any, in the Contract Sum, in the event the substitution is acceptable; (3) the adjustment, if any, in the time of completion of the Contract and the construction schedule in the event the substitution is acceptable; and (4) a statement indicating Contractor accepts the warranty and correction obligations in connection with the proposed substitution as if originally specified by the Architect.

Proposals for substitutions shall be to the Architect in sufficient time to allow the Architect no less than **ten (10) working days** for review. No substitutions will be considered or allowed without the Contractor's submittal of complete substantiating data and information as stated hereinbefore.

**3.4.3**
The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

**3.4.4**
The Contractor shall only employ or use labor in connection with the Work capable of working harmoniously with all trades, crafts, and any other individuals associated with the Project.

**3.4.5.**
In case the progress of the Work is affected by any undue delay in furnishing or installing any items or materials or equipment required under the Contract Documents because of such conflict involving any such labor agreement or regulation, the Owner may require that other material or equipment of equal kind and quality be provided pursuant to a Change Order or Construction Change Directive.

## 3.5 WARRANTY

**3.5.1**
The Contractor warrants to the Owner: (1) that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise; (2) that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit; (3) that the Work will be done strictly in accordance with the Contract Documents; (4) that all products are installed per the manufacturer's instructions, and in such a way that the manufacturer's warranties are preserved, including the use of a manufacturer-certified installer, if required by the manufacturer; (5) and that the Work, when finally completed, will provide a complete Project that meets the intent of the Contract Documents.

The Contractor represents and warrants to the Owner that its materials and workmanship, including without limitation, construction means, methods, procedures and techniques necessary to perform the Work, use of materials, selection of equipment and requirements of product manufacturers are and shall be consistent with: (1) good and sound practices within the construction industry; (2) generally prevailing and accepted industry standards applicable to the Work; (3) requirements of any warranties applicable to the Work subject to **Paragraph 3.2.3**. Work, materials, or equipment not conforming to these requirements shall

be considered defective, and promptly after written notification of non-conformance shall be repaired or replaced by Contractor with Work conforming to this warranty. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Owner or Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

**.1** Contractor further warrants that all materials or equipment of a category or classification will be a product of the same manufacturer and such materials or equipment shall be of the same lot, batch or type and that such materials and equipment will be as specified.

**3.5.2**

The Contractor agrees to assign to the Owner at the time of final completion of the Work any and all manufacturer's warranties relating to materials and labor used in the Work and further agrees to perform the Work in such manner so as to preserve any and all such manufacturer's warranties.

## 3.6 TAXES

**State Sales and Use Taxes.** Sales, use or similar taxes imposed by a governmental authority that are related to the Work and for which the Contractor is liable; provided, however, Owner is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code Ann. 151.309, as amended, and the services and materials subject of the Contract are being secured for use by Owner. Exemption certificates will be provided to Contractor upon request. As a precondition to the Owner reimbursing Contractor for allowable sales and use taxes, Contractor must, on its own, first attempt to use such tax exemption certificates in order to assert the exemption. In the event Contractor's efforts to use the tax exemption certificate is unsuccessful and provided that under the laws of the State of Texas an exemption from sales and use taxes is allowed. Owner will reimburse Contractor for such sales and use taxes upon Contractor providing sufficient and satisfactory documentation to the Williamson County Auditor.

## 3.7 PERMITS, FEES, NOTICES, AND COMPLIANCE WITH LAWS

**3.7.1**

Unless otherwise provided, the Contractor shall secure, pay for, and, as soon as practicable, furnish the Owner with copies or certificates of all permits and fees, licenses, and inspections necessary for the proper execution and completion of the Work, including, without limitation, all building permits. All connection charges, assessments, or inspection fees as may be imposed by any municipal agency or utility company are included in the Contract Sum and shall be the Contractor's responsibility.

### 3.7.2
The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

### 3.7.3
If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction and damages resulting therefrom.

### 3.7.4 Concealed or Unknown Conditions
If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than **twenty-one (21) calendar days** after first observance of the conditions. The Owner will promptly investigate such conditions and, if the Owner determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will authorize an equitable adjustment in the Contract Sum or Contract Time, or both. If the Owner determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Owner shall promptly notify the Contractor in writing, stating the reasons. If the Contractor disputes the Owner's determination, the Contractor party may assert a Claim as provided in **Article 15**.

### 3.7.5
If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in **Article 15**.

## 3.8 ALLOWANCES

### 3.8.1
The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

### 3.8.2
Unless otherwise provided in the Contract Documents,

**.1** allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;

**.2** Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and

**.3** whenever costs are more than or less than allowances, the Contractor shall, prior to purchasing any such materials, notify the Owner in writing of the cost and whether such cost will exceed the amount of the allowance. If Owner authorizes Contractor to proceed, after receiving the Contractor's estimate of the total cost, then the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under **Paragraph 3.8.2.1** and (2) changes in Contractor's costs under **Paragraph 3.8.2.2**.

## 3.9 SUPERINTENDENT

### 3.9.1
The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent or Contractor's project manager shall be as binding as if given to the Contractor. Important oral communications shall be immediately confirmed in writing.

### 3.9.2
The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the name and qualifications of a proposed superintendent. The Owner or Architect may reply within **fourteen (14) calendar days** to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to the proposed superintendent or (2) that the Owner and Architect require additional time to review. Failure of the Owner or Architect to reply within the **fourteen (14)-calendar day** period shall constitute notice of no reasonable objection.

**3.9.3**
The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

## 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

**3.10.1**
The Contractor, as provided in the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

**3.10.2**
The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Architect's approval. The Architect's approval shall not unreasonably be delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

**3.10.3**
The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

**3.10.4**
The construction schedule shall be a detailed precedence-style critical path management ("CPM") schedule in a format satisfactory to the Owner that shall (1) provide a graphic representation of all activities and events that will occur during performance of the Work; (2) identify each phase of construction and occupancy; and (3) set forth dates that are critical in ensuring the timely and orderly completion of the Work in accordance with the requirements of the Contract Documents (hereinafter referred to as the "Milestone Date"). Upon review and acceptance by the Owner of the Milestone Dates, the construction schedule shall be deemed part of the Contract Documents. If not accepted, the construction schedule shall be promptly revised by the Contractor in accordance with the recommendations of the Owner and resubmitted for acceptance. The Contractor shall monitor the progress of the Work for conformance with the requirements of the construction schedule and shall promptly advise

the Owner of any delays or potential delays. The accepted construction schedule shall be updated to reflect actual conditions as set forth in **Paragraph 3.10.1** or if requested by the Owner. In the event any progress report indicates any delays, the Contractor shall propose an affirmative plan to correct the delay, including overtime and/or additional labor, if necessary. In no event shall any progress report constitute an adjustment in the Contract Time, any Milestone date, or the Contract Sum unless any such adjustment is agreed to by the Owner and authorize pursuant to a Change Order.

### 3.10.5

In the event the Owner determines that the performance of the Work, as of a Milestone Date, has not progressed or reach the level of completion required by the Contract Documents, the Owner shall have the right to order the Contractor to take corrective measures necessary to expedite the progress of construction, including without limitation, (1) working additional shifts or overtime, (2) supplying additional manpower, equipment, and facilities, and (3) other similar measures. Such measures so continue until the progress of the Work complies with the stage of completion required by the Contract Documents. The Owner's right to require such measures is solely for the purpose of ensuring the Contractors compliance with the construction schedule.

## 3.11 DOCUMENTS AT THE SITE

The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Architect and shall be delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

## 3.12 SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES

### 3.12.1

Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

### 3.12.2

Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

### 3.12.3

Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

**3.12.4**
Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of **Paragraph 4.2.7**. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

**3.12.5**
The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors.

**3.12.6**
By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

**3.12.7**
The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals until the respective submittal has been approved by the Architect.

**3.12.8**
The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals by the Architect's approval thereof.

### 3.12.9

The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such written notice, the Architect's approval of a resubmission shall not apply to such revisions.

### 3.12.10

The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this **Paragraph 3.12.10**, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

## 3.13 USE OF SITE

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

## 3.14 CUTTING AND PATCHING

### 3.14.1

The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly as required by the Contract Documents. All

areas requiring cutting, fitting, and patching shall be restored to the condition existing prior to the cutting, fitting and patching, unless otherwise required by the Contract Documents.

**3.14.2**

The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

## 3.15 CLEANING UP

**3.15.1**

The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

**3.15.2**

If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Contractor.

## 3.16 ACCESS TO WORK

The Owner and Architect shall, at all times, have access to the Work in preparation and progress wherever located.

## 3.17 ROYALTIES, PATENTS AND COPYRIGHTS

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect.

## 3.18 INDEMNIFICATION

### 3.18.1 INDEMNITY

OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS OWNER, ITS EMPLOYEES, AND ASSIGNS (THE "INDEMNIFIED PARTIES" OR "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 CONTRACT, TO THE EXTENT CAUSED BY THE NEGLIGENT OR WILLFUL ACTS OR OMISSIONS OF THE CONTRACTOR, SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE. CONTRACTOR SHALL NOT BE REQUIRED TO INDEMNIFY, HOLD HARMLESS OR DEFEND THE INDEMNIFIED PARTIES AGAINST A CLAIM CAUSED BY THE NEGLIGENCE OR FAULT, OR THE BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, OR RULE OF THE INDEMNITEE, OR OTHER PARTY OTHER THAN CONTRACTOR OR ITS AGENT, EMPLOYEE, OR SUBCONTRACTOR OF ANY TIER, EXCEPT THAT CONTRACTOR SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND THE INDEMNIFIED PARTIES AGAINST ANY CLAIMS FOR THE BODILY INJURY OR DEATH OF AN EMPLOYEE OF CONTRACTOR, ITS AGENTS, OR IT SUBCONTRACTORS OF ANY TIER.

### 3.18.2 INDEMNITY – EMPLOYEE PERSONAL INJURY CLAIMS

TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE INDEMNIFIED PARTIES AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF AN INDEMNIFIED PARTY'S GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, INCLUDING THE DEATH, OF ANY EMPLOYEE OF THE CONTRACTOR, SUBCONTRACTORS, OR ANY SUB-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 OF THIS CONTRACT. CONTRACTOR HEREBY INDEMNIFIES THE INDEMNIFIED PARTIES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE 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.

### 3.18.3

THE CONTRACTOR'S INDEMNITY OBLIGATIONS UNDER THIS **SECTION 3.18** SHALL ALSO SPECIFICALLY INCLUDE, WITHOUT LIMITATION, ALL FINES, PENALTIES,

DAMAGES, LIABILITY, COSTS, EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES) ARISING OUT OF, OR IN CONNECTION WITH, ANY (1) VIOLATION OF OR FAILURE TO COMPLY WITH ANY LAW, STATUTE, ORDINANCE, RULE, REGULATION, CODE OR REQUIREMENT OF A PUBLIC AUTHORITY THAT BEARS UPON THE PERFORMANCE OF THE WORK BY THE CONTRACTOR, A SUBCONTRACTOR, OR ANY PERSON OR ENTITY FOR WHOM EITHER IS RESPONSIBLE, (2) MEANS, METHODS, PROCEDURES, TECHNIQUES, OR SEQUENCES OF EXECUTION OR PERFORMANCE OF THE WORK, AND (3) FAILURE TO SECURE AND PAY FOR PERMITS, FEES, APPROVALS, LICENSES, AND INSPECTIONS AS REQUIRED UNDER THE CONTRACT DOCUMENTS, OR ANY VIOLATION OF ANY PERMIT OR OTHER APPROVAL OF A PUBLIC AUTHORITY APPLICABLE TO THE WORK, BY THE CONTRACTOR, A SUBCONTRACTOR, OR ANY PERSON OR ENTITY FOR WHOM EITHER IS RESPONSIBLE.

# ARTICLE 4
# ARCHITECT

## 4.1 GENERAL

### 4.1.1
The Owner shall retain an architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Contract and is referred to throughout the Contract Documents as if singular in number.

### 4.1.2
Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.

### 4.1.3
In the event that Owner has not engaged an architect and an architect is not identified in the Contract, but, rather, engages an engineer for the Project, all references made in these General Conditions to the "Architect" shall mean and include the engineer identified as the "Engineer" in the Contract and all duties, responsibilities and limitations of authority of the Architect, as set forth in the Contract Documents, shall apply to the Engineer.

## 4.2 ADMINISTRATION OF THE CONTRACT

### 4.2.1
The Architect will provide administration of the Contract as described in the Owner-Architect Agreement. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

**4.2.2**

The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in **Paragraph 3.3.1**.

**4.2.3**

On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

**4.2.4 COMMUNICATIONS AND CONTRACT ADMINISTRATION**

Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to relate relevant communications between Owner and Architect to the Architect. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

**4.2.5**

If included in Architect's scope of work, the agreement between Owner and Architect, or if requested by the Owner, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts based on the Architect's evaluations of the Contractor's Applications for Payment.

**4.2.6**

To the extent permitted by the agreement between Owner and Architect, the Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect, in consultation with the Owner,

will have authority to require inspection or testing of the Work in accordance with **Paragraphs 13.5.2 through 13.5.3**, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect or the Owner to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

**4.2.7**

To the extent provided in the agreement between Owner and Architect, the Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Owner and Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under **Sections 3.3, 3.5, and 3.12**. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

**4.2.8**

If requested by Owner, the Architect will prepare Change Orders and Construction Change Directives with the Owner's prior written consent, but the Architect may authorize minor changes in the Work as provided in the agreement between Owner and Architect, or in **Section 7.4**. If requested by Owner, the Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in **Paragraph 3.7.4**.

**4.2.9**

If requested by Owner, the Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to **Section 9.8**; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to **Section 9.10**; and issue a final Certificate for Payment pursuant to **Section 9.10**.

**4.2.10**
If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities, and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

**4.2.11**
If requested by Owner, the Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

**4.2.12**
Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings.

**4.2.13**
The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents, and if approved by Owner.

**4.2.14**
The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

## ARTICLE 5
## SUBCONTRACTORS

### 5.1 DEFINITIONS

**5.1.1**
A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

**5.1.2**
A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is

referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

## 5.2 AWARD OF SUBCONTRACTS

### 5.2.1 FOR CONSTRUCTION MANAGER AT-RISK CONTRACTS

The Construction Manager shall publicly advertise for bids or proposals and receive bids or proposals from trade contractors or Subcontractors for the performance of all major elements of the work other than the minor work that may be included in the general conditions. The Construction Manager may seek to perform portions of the work itself if:

**.1** the Construction Manager submits its bid or proposal for those portions of the Work in the same manner as all other trade contractors or Subcontractors; and

**.2** the Owner determines that the Construction Manager's bid or proposal provides the best value for the Owner.

**.3 Review of Bids or Proposals.** Construction Manager shall review all trade contractor or Subcontractor bids or proposals in a manner that does not disclose the contents of the bid or proposal during the selection process to a person not employed by the Construction Manager, Architect, Engineer, or Owner. All bids or proposals shall be made available to the Owner on request and to the public after the later of the award of the Contract or the **seventh (7th) business day** after the date of final selection of bids or proposals. If the Construction Manager reviews, evaluates, and recommends to the Owner a bid or proposal from a trade contractor or subcontractor but the Owner requires another bid or proposal to be accepted, the Owner shall compensate the Construction Manager by a change in the Contract Sum, Contract Time, or Cost of the Work for any additional cost and risk that the Construction manager incurs because of the Owner's requirement that another bid or proposal be accepted.

### 5.2.2

The Contractor shall not contract with a proposed Subcontractor, person, or entity to whom the Owner has made reasonable objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made a reasonable objection.

### 5.2.3

If the Owner has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time may be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract

Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

**5.2.4**

The Contractor shall not substitute a Subcontractor, person, or entity previously selected if the Owner makes reasonable objection to such substitution.

## 5.3 SUBCONTRACTUAL RELATIONS

**5.3.1**

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

**5.3.2**

All subcontracts shall be in writing and, if requested, Contractor shall provide Owner with copies of executed subcontracts.

## 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

**5.4.1**

The Contract is for Owner's benefit, its successors and assigns who, as well as Contractor, may directly enforce all rights and warranties, express or implied herein, but Subcontractors shall have recourse only against Contractor and not against Owner. Owner may rely solely upon Contractor for enforcement of all Subcontracts. To effect such purpose, Contractor assigns to Owner all right to bring any actions against subcontractors and material vendors without waiver by Owner of his right against Contractor because of defaults, delays and

effects for which a subcontractor or material vendor may also be liable, said assignment being effective only if:

**.1** Contractor is in default under the Contract Documents; or

**.2** Owner has terminated the Contract in accordance with the Contract Documents; and

**.3** Only for those subcontract agreements which the Owner accepts by notifying the Subcontractor and Contractor in writing; and

**.4** The assignment is subject to the prior rights of the surety, if any, obligated under any bond relating to the Contract.

**5.4.2**
Upon such assignment, if the Work has been suspended for more than **thirty (30) calendar days**, the Subcontractor's compensation may be equitably adjusted for increases in cost resulting from the suspension.

**5.4.3**
Upon such assignment to the Owner under this **Section 5.4**, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

**5.4.4**
The Architect and the Owner shall have the right to request from any Subcontractor at any time during the course of construction, a notarized affidavit stating the amount of monies which have been paid to the Subcontractor as of any certain stipulated date.

## ARTICLE 6
## CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

### 6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

**6.1.1**
The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in **Article 15**.

**6.1.2**
When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Contract.

**6.1.3**
The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

## 6.2 MUTUAL RESPONSIBILITY

**6.2.1**
The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

**6.2.2**
If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect and the Owner apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

**6.2.3**
The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a separate contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a separate contractor's delays, improperly timed activities, damage to the Work or defective construction.

**6.2.4**
The Contractor shall promptly remedy damage the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in **Paragraph 10.2.5**.

**6.2.5**
The Owner and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in **Section 3.14**.

**6.2.6**
All separate contractors shall sign a site access agreement with Contractor setting forth duties, responsibilities, safety, and administrative requirements.

### 6.3 OWNER'S RIGHT TO CLEAN UP
If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and allocate the cost among those responsible.

## ARTICLE 7
## CHANGES IN THE WORK

### 7.1 GENERAL

**7.1.1**
Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this **Article 7** and elsewhere in the Contract Documents.

**7.1.2**
A Change Order shall be based upon agreement among the Owner, Contractor and Architect; a Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Owner or Architect alone.

**7.1.3**
Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work. Except as permitted in **Section 7.3** and **Paragraph 9.7.2**, a change in the Contract Sum or the Contract Time shall be accomplished only by Change Order. Accordingly, no course of conduct or dealings between the parties, nor express or implied acceptance of alterations or additions to the Work, and no claim that Owner has been unjustly enriched by any alteration of or addition to the Work, whether or not there is, in fact, any unjust enrichment to the Work, shall be the basis of any Claim to an increase in any amounts due under the Contract Documents or a change in any time period provided for in the Contract Documents.

## 7.2 CHANGE ORDERS

### 7.2.1
A Change Order is a written instrument signed by the Owner, Contractor and Architect stating their agreement upon all of the following:

**.1** The change in the Work;

**.2** The amount of the adjustment, if any, in the Contract Sum; and

**.3** The extent of the adjustment, if any, in the Contract Time.

### 7.2.2
Contractor's Change Order shall set forth in clear and precise detail breakdowns of labor and materials for all trades involved and the estimated impact on the dates of Substantial Completion. Contractor shall furnish supporting data as reasonably requested by Owner.

### 7.2.3
Agreement on any Change Order shall constitute a final settlement of all matters relating to the change in the Work that is the subject of the Change Order, including, but not limited to, all direct and indirect costs associated with such change and any and all adjustments to the Contract Sum and the construction schedule.

## 7.3 CONSTRUCTION CHANGE DIRECTIVES

### 7.3.1
A Construction Change Directive is a written order signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

### 7.3.2
A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

### 7.3.3
If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

**.1** Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;

**.2** Unit prices stated in the Contract Documents or subsequently agreed upon;

**.3** Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or

**.4** As provided in **Paragraph 7.3.7**.

**7.3.4**
If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

**7.3.5**
Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

**7.3.6**
A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

**7.3.7**
If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Owner shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Contract, or if no such amount is set forth in the Contract, a reasonable amount. In such case, and also under **Paragraph 7.3.3.3**, the Contractor shall keep and present, in such form as the Owner or Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this **Paragraph 7.3.7** shall be limited to the following:

**.1** Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;

**.2** Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;

**.3** Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;

**.4** Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and

**.5** Additional costs of supervision and field office personnel directly attributable to the change.

**7.3.8**

The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Owner or the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

**7.3.9**

Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Owner will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Owner determines to be reasonably justified. The Owner's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of Contractor to disagree and assert a Claim in accordance with **Article 15**.

**7.3.10**

When the Owner and Contractor agree with a determination made concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

### 7.4 MINOR CHANGES IN THE WORK

If permitted in the agreement between Owner and Architect, the Architect has authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents.

## ARTICLE 8
## TIME

## 8.1 CONTRACT TIME

TIME IS AN ESSENTIAL ELEMENT OF THE CONTRACT. The Contract Time is the time between the dates indicated in the Notice to Proceed for commencement of the Work and for achieving Substantial Completion. The Contract Time can be modified only by Change Order. Failure to achieve Substantial Completion within the Contract Time, as otherwise agreed to in writing, will cause damage to Owner and may subject Contractor to liquidated damages as provided in the Contract. If Contractor fails to achieve Final Completion within **thirty (30) calendar days** after Substantial Completion or a mutually agreed upon longer period of time between Contractor and Owner, Contractor shall be responsible for Owner's additional inspection, project management, and maintenance cost to the extent caused by Contractor's failure to achieve Final Completion.

## 8.2 NOTICE TO PROCEED

Owner will issue a Notice to Proceed which shall state the dates for beginning the Work and for achieving Substantial Completion of the Work.

## 8.3 WORK PROGRESS SCHEDULE

Unless indicated otherwise, Contractor shall submit to Owner and Architect the initial Work Progress Schedule for the Work in relation to the entire Project not later than **twenty-one (21) calendar days** after the effective date of the Notice to Proceed. Unless indicated otherwise, the Work Progress Schedule shall be computerized Critical Path Method (CPM) with fully editable logic. This initial schedule shall indicate the dates for starting and completing the various aspects required to complete the Work, including mobilization, procurement, installation, testing, inspection, delivery of Close-out Documents, and acceptance of all the Work of the Contract. When acceptable to Owner, the initially accepted schedule shall be the Baseline Schedule for comparison to actual conditions throughout the Contract duration.

### 8.3.1 SCHEDULE REQUIREMENTS

Contractor shall submit electronic and paper copy of the initial Work Progress Schedule reflecting accurate and reliable representations of the planned progress of the Work, the Work to date if any, and of Contractor's actual plans for its completion. Contractor shall organize and provide adequate detail, so the schedule is capable of measuring and forecasting the effect of delaying events on completed and uncompleted activities.

**.1** Contractor shall resubmit initial schedule as required to address review comments from Architect and Owner until such schedule is accepted as the Baseline Schedule.

**.2** Submittal of a schedule, schedule revision or schedule update constitutes Contractor's representation to Owner of the accurate depiction of all progress to date and that Contractor will follow the schedule as submitted in performing the Work.

### 8.3.2 SCHEDULE UPDATES

Contractor shall update the Work Progress Schedule and the Submittal Register monthly, as a minimum, to reflect progress to date and current plans for completing the Work, while maintaining original schedule as Baseline Schedule and submit electronic copies of the update to Owner and Architect as directed, but as a minimum with each request for payment. Owner has no duty to make progress payments unless accompanied by the updated Work Progress Schedule. Show the anticipated date of completion reflecting all extensions of time granted through Change Order as of the date of the update. Contractor may revise the Work Progress Schedule when in Contractor's judgment it becomes necessary for the management of the Work. Contractor shall identify all proposed changes to schedule logic to Owner and to Architect via an executive summary accompanying the updated schedule for review prior to final implementation of revisions into a revised Baseline Schedule. Schedule changes that materially impact Owner's operations shall be communicated promptly to Owner and Architect and shall not be incorporated into the revised Baseline Schedule without Owner's consent.

### 8.3.3

The Work Progress Schedule is for Contractor's use in managing the Work and submittal of the schedule, and successive updates or revisions, is for the information of Owner and to demonstrate that Contractor has complied with requirements for planning the Work. Owner's acceptance of a schedule, schedule update, or revision constitutes Owner's agreement to coordinate its own activities with Contractor's activities as shown on the schedule.

**.1** Acceptance of the Work Progress Schedule, or update and/or revision thereto does not indicate any approval of Contractor's proposed sequences and duration.

**.2** Acceptance of a Work Progress Schedule update or revision indicating early or late completion does not constitute Owner's consent, alter the terms of the Contract, or waive either Contractor's responsibility for timely completion or Owner's right to damages for Contractor's failure to do so.

**.3** Scheduled dates for completion of any activity or the entire Work do not constitute a change in terms of the Contract. Change Orders are the only method of modifying the Substantial Completion Date(s) and Contract Time.

## 8.4 COMPLETION OF WORK

Contractor is accountable for completing the Work within the Contract Time stated in the Contract, or as otherwise amended by Change Order.

### 8.4.1

If, in the judgment of Owner, the work is behind schedule and the rate of placement of Work is inadequate to regain scheduled progress to ensure timely completion of the entire Work or

a separable portion thereof, Contractor, when so informed by Owner, shall immediately take action to increase the rate of work placement by:

**.1** An increase in working forces.

**.2** An increase in equipment or tools.

**.3** An increase in hours of work or number of shifts.

**.4** Expedite delivery of materials.

**.5** Other action proposed, if acceptable to Owner.

**8.4.2**
Within **ten (10) calendar days** after such notice from Owner, Contractor shall notify Owner in writing of the specific measures taken or planned to increase the rate of progress. Contactor shall include an estimate as to the date of scheduled progress recovery and an updated Work Progress Schedule illustrating Contractor's plan for achieving timely completion of the Project. Should Owner deem the plan of action inadequate, Contractor shall take additional steps or make adjustments, as necessary, to its plan of action until it meets with Owner's approval.

## 8.5 MODIFICATION OF CONTRACT TIME

**8.5.1**
Delays and extension of time as hereinafter described are valid only if executed in accordance with provisions set forth in **Article 7**.

**8.5.2**
When a delay defined herein as excusable prevents Contractor from completing the Work within the Contract Time, Contractor is entitled to an extension of time. Owner will make an equitable adjustment and extend the number of days lost because of excusable delay or Weather Days, as measured by Contractor's progress schedule. All extensions of time will be granted in calendar days. In no event, however, will an extension of time be granted for delays that merely extend the duration of non-critical activities without delaying the project Substantial Completion date(s).

**.1** A "Weather Day" is a day on which Contractor's current schedule indicates Work is to be done, and on which inclement weather or related site conditions prevent Contractor from performing **seven (7) continuous hours** of Work on the critical path between the hours of 7:00 a.m. and 6:00 p.m.

**A.** Weather days are excusable delays and, in the event of precipitation, Contractor may claim **one (1) Weather Day** for each day of the duration of the precipitation plus an additional day for each **tenth (1/10th) of an inch** of accumulation as determined by a third-party website agreed upon by Owner and Contractor.

**B.** At the end of each calendar month, Contractor shall submit to Owner and Architect a list of Weather Days occurring in that month along with documentation of the impact on critical activities. Based on confirmation by Owner, any time extension granted will be issued by Change Order. If Contractor and Owner cannot agree on the time extension, Owner may issue a Construction Change Directive (CCD) for a fair and reasonable time extension.

**.2 Excusable Delay.** Contractor is entitled to an equitable adjustment of the Contract Time, issued via Change Order, for delays caused by the following:

**A.** Errors, omissions, and imperfections in design, which Architect corrects by means of changes in the Drawings and Specifications.

**B.** Unanticipated physical conditions at the Site, which Architect corrects by means of changes to the Drawings and Specifications or for which Owner directs changes in the Work identified in the Contract Documents.

**C.** Failure of Owner to have secured property, right-of-way, or easements necessary for Work to begin or progress.

**D.** Changes in the Work that effect activities identified in Contractor's schedule as "critical" to completion of the entire Work, if such changes are ordered by Owner or recommended by Architect and ordered by Owner.

**E.** Suspension of Work for unexpected natural events, Force Majeure (sometimes called "acts of God"), civil unrest, strikes or other events which are not within the reasonable control of Contractor.

**F.** Suspension of Work for convenience of Owner, which prevents Contractor from completing the Work within the Contract Time.

**G.** Administrative delays caused by activities or approval requirements related to an Authority Having Jurisdiction.

**8.5.3**

Contractor's relief in the event of such delays is the time impact to the critical path as determined by analysis of Contractor's schedule. In the event that Contractor incurs additional direct costs because of the excusable delays other than described in **Subparagraph**

**8.5.2.2.D** and within the reasonable control of Owner, the Contract Sum and Contract Time are to be equitably adjusted by Owner pursuant to the provisions of **Article 7**.

## 8.6 NO DAMAGES FOR DELAY

Due to the unique requirements of working within a public facility which may be shared with other user-groups and adjacent to other public facilities, Owner may, at any time, restrict the Work to non-disruptive activities to reduce noise, vibration, air pollution, or any other nuisance, intrusion, or danger affecting adjacent public functions and duties. In each case, Owner will make a good faith effort to provide sufficient advanced notice of restriction to Contractor; and, Contractor shall make a good faith effort to reallocate activities, materials, and forces onsite to avoid delay to the project schedule. Contractor has no claim for monetary damages for delay or hindrances to the Work from any cause, including, without limitation, any act or omission of Owner.

## 8.7 CONCURRENT DELAY

When the completion of the Work is simultaneously delayed by an excusable delay and a delay arising from a cause not designated as excusable, Contractor may not be entitled to a time extension for the period of concurrent delay.

## 8.8 OTHER TIME EXTENSION REQUESTS

Time extensions requested in association with changes to the Work directed or requested by Owner shall be included with Contractor's proposed costs for such change. Time extensions requested for inclement weather are covered by **Paragraph 8.5.2.1** above. If Contractor believes that the completion of the Work is delayed by a circumstance other than for changes directed to the Work or weather, they shall give Owner written notice, stating the nature of the delay and the activities potentially affected, within **five (5) calendar days** after the onset of the event or circumstance giving rise to the excusable delay. Contractor shall provide sufficient written evidence to document the delay. In the case of a continuing cause of delay, only one claim is necessary. State claims for extensions of time in numbers of whole or half days.

### 8.8.1

Within **ten (10) calendar days** after the cessation of the delay, Contractor shall formalize its request for extension of time in writing to include a full analysis of the schedule impact of the delay and substantiation of the excusable nature of the delay. All changes to the Contract Time or made as a result of such claims is by Change Order, as set forth in **Article 7**.

### 8.8.2

No extension of time releases Contractor or the Surety furnishing a performance or payment bond from any obligations under the Contract or such a bond. Those obligations remain in full force until the discharge of the Contract.

### 8.8.3 CONTENTS OF TIME EXTENSION REQUESTS

Contractor shall provide with each Time Extension Request a quantitative demonstration of the impact of the delay on project completion time, based on the Work Progress Schedule. Contractor shall include with Time Extension Requests a reasonably detailed narrative setting forth:

**.1** The nature of the delay and its cause; the basis of Contractor's claim of entitlement to a time extension.

**.2** Documentation of the actual impacts of the claimed delay on the critical path indicated in Contractor's Work Progress Schedule, and any concurrent delays.

**.3** Description and documentation of steps taken by Contractor to mitigate the effect of the claimed delay, including, when appropriate, the modification of the Work Progress Schedule.

### 8.8.4 OWNER'S RESPONSE

Owner will respond to the Time Extension Request by providing to Contractor written notice of the number of days granted, if any, and giving its reason if this number differs from the number of days requested by Contractor.

**.1** Owner will not grant time extensions for delays that do not affect the Contract Substantial Completion date.

**.2** Owner will respond to each properly submitted Time Extension Request within **fifteen (15) calendar days** following receipt. If Owner cannot reasonably make a determination about Contractor's entitlement to a time extension within that time, Owner will notify Contractor in writing. Unless otherwise agreed by Contractor, Owner has no more than **fifteen (15) additional calendar days** to prepare a final response. If Owner fails to respond within **forty-five (45) calendar days** from the date the Time Extension Request is received, Contractor is entitled to a time extension in the amount requested.

## 8.9 FAILURE TO COMPLETE WORK WITHIN THE CONTRACT TIME

TIME IS AN ESSENTIAL ELEMENT OF THE CONTRACT. Contractor's failure to substantially complete the Work within the Contract Time or to achieve Substantial Completion as required will cause damage to Owner. These damages shall be liquidated by agreement of Contractor and Owner, in the amount per day as set forth in the Contract.

## 8.10 LIQUIDATED DAMAGES

Owner may collect liquidated damages due from Contractor directly or indirectly by reducing the Contract Sum in the amount of liquidated damages stated in the Contract.

# ARTICLE 9
# PAYMENTS AND COMPLETION

## 9.1 CONTRACT SUM

The Contract Sum is stated in the Contract and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

## 9.2 SCHEDULE OF VALUES

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price ("GMP"), the Contractor shall submit to the Owner and Architect, before the first Application for Payment, a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule, unless objected to by the Owner, shall be used as a basis for reviewing the Contractor's Applications for Payment.

## 9.3 APPLICATIONS FOR PAYMENT

### 9.3.1

As provided in the Contract and in the Contract Documents, the Contractor shall submit to the Owner and Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under **Section 9.2**., for completed portions of the Work. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and shall reflect retainage if provided for in the Contract Documents.

**.1** As provided in **Paragraph 7.3.9**, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Owner or the Architect, but not yet included in Change Orders.

**.2** Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or material supplier, unless such Work has been performed by others whom the Contractor intends to pay.

**.3** If requested by Owner or required elsewhere in the Contract Documents, Each Application for Payment shall be accompanied by the following, all in a form and substance satisfactory to the Owner:

**a)** With each Application for Payment: a current Sworn Statement from the Contractor setting forth all Subcontractors and all material suppliers with whom the Contractor has subcontracted, the amount of each such subcontract, the amount requested for any Subcontractor or material supplier in the Application for Payment, and the amount to be paid to the Contractor from such progress payment;

**b)** With each Application for Payment: a duly executed Conditional Waiver and Release on Progress Payment from the Contractor and Subcontractors establishing receipt of payment or satisfaction of the payment requested by the Contractor in the current Application for Payment;

**c)** Commencing with the second Application for Payment submitted by the Contractor, a duly executed Unconditional Waiver and Release on Progress Payment from Contractor and all Subcontractors, material suppliers and, where appropriate, lower tier subcontractors that have billed more than **five thousand dollars ($5,000)** on a single application of payment, establishing receipt of payment or satisfaction of payment of all amounts requested on behalf of such entities and disbursed prior to submittal by the Contractor of the current Application for Payment;

**d)** With the Final Application for Payment: Contractor shall submit a Conditional Waiver and Release on Final Payment as required by **Texas Property Code, §53.284**. Upon receipt of final payment, Contractor shall submit an Unconditional Waiver and Release on Final Payment as required by **Texas Property Code, §53.284**; and

**e)** Such other information, documentation, and materials as the Owner, or the title insurer may require in order to ensure that Owner's property is free of lien claims. Such other documents may include, without limitation, original copies of lien or bond claim releases suitable for filing with the County Clerk in Williamson County, Texas.

**9.3.2**

Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

**9.3.3**

The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, bond claims, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

**.1** The Contractor further expressly undertakes to defend Owner, at the Contractor's sole expense, against any actions, lawsuits, or proceedings brought against Owner as a result of liens filed against the Work, the site of any of the Work, the Project site and any improvements thereon, or any portion of the property of any of Owner (referred to collectively as "liens" in this **Paragraph 9.3.3**), provide the Owner has paid Contractor pursuant to the requirements of the Contract Documents. The Contractor hereby agrees to indemnify and hold Owner harmless against any such liens or claims of lien and agrees to pay any judgment or lien resulting from any such actions, lawsuits, or proceedings.

**.2** The Owner shall release any payments withheld due to a lien or bond claims if the Contractor obtains security acceptable to the Owner, however, the Contractor shall not be relieved of any responsibilities or obligations under this **Paragraph 9.3.3**, including, without limitation, the duty to defend and indemnify Owner.

**.3 Retainage.** The Owner shall withhold from each progress payment, as retainage, **five percent (5%)** of the total earned amount. Retainage so withheld shall be managed in conformance with **Texas Government Code, Chapter 2252, Subchapter B**. Any request for reduction or release of retainage shall be accompanied by written consent of the Contractor's Surety. No such request shall be made until the Contractor has earned at least **sixty-five percent (65%)** of the total Contract Sum.

**.4** For purposes of **Texas Government Code, §2251.021 (a)(2)**, the date the performance of service is completed is the date when the Owner's representative approves the Application for Payment.

## 9.4 CERTIFICATES FOR PAYMENT

**9.4.1**

The Architect will, within **seven (7) business days** after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the

Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in **Paragraph 9.5.1**.

### 9.4.2

The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data comprising the Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

## 9.5 DECISIONS TO WITHHOLD CERTIFICATION

### 9.5.1

The Owner or Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Owner or Architect's opinion the representations to the Owner required by **Paragraph 9.4.2** cannot be made. If the Owner or Architect is unable to certify payment in the amount of the Application, the Owner or Architect will notify the Contractor. If the Contractor and Architect, or Contractor and Owner, as the case may be, cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount that can be certified. The Owner or Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Owner or Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in **Paragraph 3.3.2**, because of

**.1** defective Work not remedied;

**.2** third party claims filed or reasonable evidence indicating probable filing of such claims;

**.3** failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;

**.4** reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;

**.5** damage to the Owner or a separate contractor;

**.6** failure to maintain the scheduled progress, or reasonable evidence that the Work will not be completed within the Contract Time;

**.7** failure to comply with the requirements of **Texas Government Code, Chapter 2258** (Prevailing Wage Law);

**.8** failure to include sufficient documentation to support the amount of payment requested for the Project;

**.9** failure to obtain, maintain, or renew insurance coverage, payment/performance bonds or warranty bond required by the Contract Documents; or

**.10** repeated failure to carry out the Work in accordance with the Contract Documents.

**9.5.2**
When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

## 9.6 PROGRESS PAYMENTS

**9.6.1**
The Owner shall make payment in the manner and within the time provided in the Contract Documents and in accordance with **Texas Government Code, Chapter 2251**.

**9.6.2**
The Contractor shall pay each Subcontractor no later than **ten (10) calendar days** after receipt of payment from the Owner the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

**9.6.3**
The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the

Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within **seven (7) calendar days**, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor, except as may otherwise be required by law.

**9.6.4**
Contractor payments to material and equipment suppliers shall be treated in a manner similar to that provided in **Paragraph 9.6.2**.

**9.6.5**
A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

## 9.7 FAILURE OF PAYMENT

**9.7.1**
If the Architect is required to issue Certificates for Payment and, through no fault of the Contractor, the Architect fails to timely issue Certificates for Payment in the time permitted in the Contract Documents, or if the Owner does not pay the Contractor by the date established in the Contract Documents, then the Contractor may, upon **twenty-one (21) business days** written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received.

**9.7.2**
If the Owner is entitled to reimbursement or payment from the Contractor under or pursuant to the Contract Documents, such payment shall be made promptly upon demand by the Owner. Notwithstanding anything contained in the Contract Documents to the contrary, if the Contractor fails to promptly make any payment due the Owner, or if the Owner incurs any costs and expenses to cure any default of the Contractor or to correct defective work, the Owner shall have an absolute right to offset such amount against the Contract Sum and may, in the Owner's sole discretion, elect either to (1) deduct an amount equal to that which the Owner is entitled from any payment then or thereafter due the Contractor from the Owner, or (2) issue a written notice to the Contractor reducing the Contract Sum by an amount equal to that which the Owner is entitled.

## 9.8 SUBSTANTIAL COMPLETION

**9.8.1**
Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use; provided, however, that as a

condition precedent to Substantial Completion, the Owner has received all certificates of occupancy and any other permits, approvals, licenses, and other documents from any governmental authority having jurisdiction thereof necessary for the beneficial occupancy of the Project.

**9.8.2**
When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Owner and Architect a comprehensive list of items to be completed or corrected prior to final payment (punch list). Failure to include an item on the punch list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

**9.8.3**
Upon receipt of the Contractor's punch list, the Owner and Architect will examine the Work to determine whether the Work or designated portion thereof is substantially complete. If the Owner and/or Architect's examination discloses any item, whether or not included on the Contractor's punch list, that is not sufficiently complete in accordance with the Contract Documents, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Owner or Architect. In such case, the Contractor shall then submit a request for another examination by the Owner or Architect to determine Substantial Completion.

**9.8.4**
When the Work or designated portion thereof is substantially complete, the Architect, if required by the Contract Documents, or Owner will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Unless otherwise provided, Contractor shall complete all items on the punch list within **thirty (30) calendar days** of Substantial Completion. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

**9.8.5**
The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage.

## 9.9 PARTIAL OCCUPANCY OR USE

### 9.9.1

The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under **Paragraph 11.3.1.5**, the surety, and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under **Paragraph 9.8.2**. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld.

### 9.9.2

Immediately prior to partial occupancy or use, the Owner, Contractor and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

### 9.9.3

Partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

## 9.10 FINAL COMPLETION AND FINAL PAYMENT

### 9.10.1

Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Owner and Architect will make such inspection and, when the Owner and Architect find the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in **Paragraph 9.10.2** as precedent to the Contractor's being entitled to final payment have been fulfilled. All warranties and guarantees required under or pursuant to the Contract Documents shall be assembled and delivered by the Contractor to the Architect as part of the final Application for Payment. The final Certificate for Payment will not be issued by the Architect until all warranties and guarantees have been received and accepted by the Owner.

**9.10.2**
Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Owner and Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work have been paid or otherwise satisfied, within the period of time required by **Texas Government Code, Chapter 2251**, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least **thirty (30) business days** prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety to final payment, (5) a warranty bond in a form acceptable to Owner, and (6) other data establishing payment or satisfaction of obligations, such as receipts, unconditional full and final releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner.

**9.10.3**
The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

**.1** Claims, security interests or encumbrances arising out of the Contract and unsettled;

**.2** failure of the Work to comply with the requirements of the Contract Documents; or

**.3** terms of warranties required by the Contract Documents.

**9.10.4**
Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

## ARTICLE 10
## PROTECTION OF PERSONS AND PROPERTY

### 10.1 SAFETY PRECAUTIONS AND PROGRAMS
The Contractor and its Subcontractors shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

### 10.2 SAFETY OF PERSONS AND PROPERTY

**10.2.1**
The Contractor and its Subcontractors shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to

**.1** employees on the Work and other persons who may be affected thereby;

**.2** the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and

**.3** other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement during construction.

**10.2.2**
The Contractor and its Subcontractors shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury, or loss. Notwithstanding any language to the contrary, the Owner shall not have any responsibility for job site inspections or safety recommendations. Any inspections or observations by the Owner or the Architect are solely for the benefit of the Owner and shall not create any duties or obligations to anyone else.

**10.2.3**
The Contractor and its Subcontractors shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

**10.2.4**
When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

**10.2.5**
The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in **Paragraphs 10.2.1.2 and 10.2.1.3** caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under **Paragraphs 10.2.1.2 and 10.2.1.3**, except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of

the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under **Section 3.18**.

### 10.2.6
The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

### 10.2.7
The Contractor and its Subcontractors shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

### 10.2.8 Injury or Damage to Person or Property
If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding **twenty-one (21) calendar days** after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

### 10.2.9
When all or a portion of the Work is suspended for any reason, the Contractor shall securely fasten down all covering and fully protect the Work, as necessary, from injury or damage by any cause.

### 10.2.10
The Contractor shall promptly report in writing to the Owner and Architect all accidents arising out of or in connection with the Work that cause death, personal injury, or property damage.

## 10.3 HAZARDOUS MATERIALS

### 10.3.1
The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing.

**10.3.2**

Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written notice from the Owner.

**10.3.3**

The Owner shall not be responsible under this **Section 10.3** for materials or substances the Contractor brings to the site unless such materials or substances are expressly required by the Contract Documents. The Owner shall be responsible for materials or substances expressly required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

**10.3.4**

The Contractor shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Contractor brings to the site or negligently handles, or (2) where the Contractor fails to perform its obligations under **Paragraph 10.3.1**, except to the extent that the cost and expense are due to the Owner's fault or negligence.

## 10.4 EMERGENCIES

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time, if any, claimed by the Contractor on account of an emergency shall be determined as provided in **Article 7** and **Article 15**.

# ARTICLE 11
# INSURANCE AND BONDS

## 11.1 CONTRACTOR'S LIABILITY INSURANCE

**11.1.1**

The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

**.1** Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;

**.2** Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;

**.3** Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;

**.4** Claims for damages insured by usual personal injury liability coverage;

**.5** Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;

**.6** Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;

**.7** Claims for bodily injury or property damage arising out of completed operations, which coverage shall be maintained for no less than **four (4) years** following final payment; and

**.8** Claims involving contractual liability insurance applicable to the Contractor's obligations under **Section 3.18**.

**11.1.2**

The insurance required by **Paragraph 11.1.1** shall be written for not less than limits of liability specified in the Contract or the Contract Documents. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

**11.1.3**

Unless otherwise provided, copies of the insurance policies, in form acceptable to the Owner, shall be provided to Owner within **thirty (30) calendar days** of Owner's request. Except as otherwise provided, all of the policies provided shall name Owner as an additional insured, and such policies shall immediately deliver to Owner copies of all such insurance policies, together with certificates by the insurer evidencing Owner's coverage there under. Each policy of insurance obtained by Contractor pursuant to the Contract Documents shall provide, by endorsement or otherwise (1) that such policy shall not be canceled, endorsed, altered or reissued to effect a change in coverage for any reason or to any extent whatsoever unless the insurer shall have first given Owner and Lender at least **thirty (30) calendar days** prior written notice thereof, and (2) that Owner may, but shall not be obligated to, make premium payments to prevent the cancellation, endorsement, alteration or reissuance of such

policy and such payments shall be accepted by the insurer to prevent the same. Such policies shall provide, by endorsement or otherwise, that Contractor shall be solely responsible for the payment of all premiums under the policies, and that Owner shall have no obligation for the payment thereof, notwithstanding that Owner is named as additional insured under the policy. Any insured loss or claim of loss shall be adjusted to the Owner, and any settlement payments shall be made payable to the Owner as a trustee for the insureds, as their interests may appear. Upon the occurrence of an insured loss or claim of loss, monies received will be held by Owner who shall make distribution in accordance with an agreement to be reached in such event between Owner and Contractor. If the parties are unable to agree between themselves on the settlement of the loss, such dispute shall be resolved in accordance with **Article 15**, below, but the Work of the Project shall nevertheless progress during any such period of dispute without prejudice to the rights of any party to the dispute. The Contractor shall be responsible for any loss within the deductible area of the policy. If Owner is damaged by the failure of Contractor to purchase or maintain such insurance, then Contractor shall bear all costs properly attributable thereto. The Contractor shall affect and maintain similar property insurance on portions of the Work stored off the site or in transit when such portions of the Work are to be included. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until Final Completion of the Project.

#### 11.1.4

The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

### 11.2 OWNER'S LIABILITY INSURANCE

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

### 11.3 PROPERTY INSURANCE

#### 11.3.1

Unless otherwise provided in the Contract Documents, the Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in **Section 9.10** or until no

person or entity other than the Owner has an insurable interest in the property required by this **Section 11.3** to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

**.1** Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss as well as coverage for building materials while in transit or building materials suitably stored at a temporary location. Property insurance provided by the Contractor shall not cover any tools, apparatus, machinery, scaffolding, hoists, forms, staging, shoring, and other similar items commonly referred to as construction equipment that may be on the site and the capital value of which is not included in the Work. The Contractor shall make its own arrangements for any insurance it may require on such construction equipment. Any such policy obtained by the Contractor under this **Paragraph 11.3.1** shall include a waiver of subrogation in accordance with the requirements of **Paragraph 11.3.4**.

**.2** If the Contractor does not intend to purchase such property insurance required by the Contract and with all of the coverages in the amount described above, the Contractor shall so inform the Owner in writing prior to commencement of the Work. If the Owner is damaged by the failure or neglect of the Contractor to purchase or maintain insurance as described above, without so notifying the Owner in writing, then the Contractor shall bear all reasonable costs properly attributable thereto.

**.3** Contractor shall be responsible for any deductibles to the extent that the loss arose out of or was cause by Contractor's negligence or breach of the Contract.

**.4** This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

**.5** Partial occupancy or use in accordance with **Section 9.9** shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

### 11.3.2 WAIVERS OF SUBROGATION

The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors described in **Article 6**, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent of actual recovery of any insurance proceeds under any property insurance obtained pursuant to this **Section 11.3** or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance. However, this waiver shall not apply to property insurance purchased by Owner after completion of the Work or Final Payment, whichever comes first. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in **Article 6**, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

### 11.3.3

A loss insured under the property insurance shall be adjusted in good faith and made payable to the Owner in good faith for the insureds, as their interests may appear. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

## 11.4 BONDS

### 11.4.1

The Contractor is required to tender to Owner, prior to commencing the Work, performance and payment bonds, as required by law. In the event Contractor fails to provide such bonds within the time provided by the Contract, Owner may immediately, upon notice of such failure, or within a reasonable time thereafter, at its sole option and discretion: (1) void this Contract in its entirety; or (2) procure such bonds on behalf of the Contractor, deducting such amounts from the Contract Sum. In the event Owner voids the Contract under this **Section 11.4**, Contractor may forfeit its bid bond.

### 11.4.2

A Performance Bond is required if the Contract Sum is in excess of **fifty thousand dollars ($50,000)**. The performance bond is solely for the protection of the Owner, in the full amount of the Contract Sum and conditioned on the faithful performance of the Work in accordance with the Contract Documents. The form of the bond shall be approved by the Owner.

**11.4.3**
A Payment Bond is required if the Contract Sum is in excess of **twenty-five thousand dollars ($25,000)**. A payment bond is payable to the Owner, in the full amount of the Contract Sum and solely for the protection and use of payment bond beneficiaries who have a direct contractual relationship with the Contractor or a supplier of required materials or labor. The form of bond shall be approved by the Owner.

**11.4.4 Warranty Bond.**
Prior to final final payment, Contractor shall provide Owner with a Warranty Bond in the sum of ten percent (10%) of the Contract Sum or ten percent (10%) of the GMP for Construction Manager At-Risk Contracts for twelve (12) months from Substantial Completion of the Work. The form of bond shall be approved by the Owner.

**11.4.5**
Corporate sureties authorized to issue bonds shall be qualified and comply with relevant provisions of the Texas Insurance Code.

**11.4.6**
Each bond shall be executed by a corporate surety or sureties authorized to do business in the State of Texas and acceptable to the Owner. If any bond is for more than **ten percent (10%)** of the surety's capital and surplus, the Owner may require certification that the company has reinsured the excess portion with one or more reinsurers authorized, accredited, or trusteed to do business in the State. A reinsurer may not reinsure for more than **ten percent (10%)** of its capital and surplus. If a surety upon a bond loses its authority to do business in the State, the Contractor shall within **thirty (30) calendar days** after such loss furnish a replacement bond at no added cost to the Owner.

**11.4.7**
Each bond shall be accompanied by a valid Power-of-Attorney (issued by the surety company and attached, signed and sealed with the corporate embosses seal, to the bond) authorizing the attorney in fact who signs the bond to commit the company to the terms of the bond, and stating any limit in the amount for which the attorney can issue a single bond.

**11.4.8**
The process of requiring and accepting bonds and making claims thereunder shall be conducted in compliance with **Texas Government Code, Chapter 2253**. If for any reason a statutory payment or performance bond is not honored by the surety, the Contractor shall fully indemnify and hold the Owner harmless of and from any costs, losses, obligations or liabilities it incurs as a result.

### 11.4.9
Owner shall furnish certified copies of a payment bond and the related Contract between Owner and Contractor to any qualified person seeking copies who complies with **Texas Government Code, §2253.026**.

### 11.4.10 Claims on Payment Bonds.
Claims on payment bonds must be sent directly to the Contractor and its surety in accordance with Texas Government Code, §2253.041. All Payment Bond claimants are cautioned that no lien exists on the funds unpaid to the Contractor on such contract, and that reliance on notices sent to the Owner may result in loss of their rights against the Contractor and/or its surety. The Owner is not responsible in any manner to a claimant for collection of unpaid bills, and accepts no such responsibility because of any representation by any agent or employee.

### 11.4.11 Payment Claims when Payment Bond not Required.
When the value of the Contract between Owner and the Contractor is less than twenty-five thousand dollars ($25,000), claimants and their rights are governed by Texas Property Code, §53.231-239. These provisions set out the requirements for filing a valid lien on funds unpaid to the Contractor as of the time of filing the claim, actions necessary to release the lien and satisfaction of such claims.

### 11.4.12
Sureties shall be listed on the **Department of the Treasury's Listing of Approved Sureties** stating companies holding Certificates of Authority as acceptable sureties on Federal Bonds and acceptable reinsuring companies (Department Circular 570).

## 11.5 GENERAL REQUIREMENTS

### 11.5.1
Unless otherwise provided in the Contract Documents, all insurance coverage procured by the Contractor shall be provided by insurance companies having policy holder ratings no lower than "A" and financial ratings not lower than "VIII" in the Best's Insurance Guide, the latest edition in effect as of the date of the Contract, and subsequently in effect at the time of renewal of any policies required by the Contract Documents.

### 11.5.2
If the Owner is damaged by failure of the Contractor to purchase or maintain insurance required under this **Article 11**, then the Contractor shall bear all reasonable costs (including attorneys' fees and court and settlement expenses) properly attributable thereto.

# ARTICLE 12
# UNCOVERING AND CORRECTION OF WORK

## 12.1 UNCOVERING OF WORK

### 12.1.1
If a portion of the Work is covered contrary to the Owner or Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Owner or Architect, be uncovered for examination and be replaced at the Contractor's expense without change in the Contract Time. If prior to the date of Substantial Completion the Contractor, a Subcontractor, or anyone for whom either is responsible uses or damages any portion of the Work (other than start-up), including, without limitation, mechanical, electrical, plumbing, and other building systems, machinery, equipment, or other mechanical device, the Contractor shall cause such item to be restored to "like new" condition at no expense to the Owner.

### 12.1.2
If a portion of the Work has been covered that the Owner or Architect has not specifically requested to examine prior to its being covered, the Owner or Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

## 12.2 CORRECTION OF WORK

### 12.2.1
The Contractor shall promptly correct Work rejected by the Owner or Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

### 12.2.2 AFTER SUBSTANTIAL COMPLETION

**.1** In addition to the Contractor's obligations under **Section 3.5**, if, within **one (1) year** after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under **Paragraph 9.9.1**, or by terms of an applicable special warranty required by the Contract Documents, any

of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so. The Owner shall give such notice promptly after discovery of the condition. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may, without prejudice to any other remedies, correct it in accordance with **Section 2.4** or file a claim with the surety of any applicable warranty bond.

**.2** The **one (1)-year** period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

**12.2.3**

The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

**12.2.4**

The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

**12.2.5**

Nothing contained in this **Section 12.2** shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the **one (1)-year** period for correction of Work as described in **Paragraph 12.2.2** relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

## 12.3 ACCEPTANCE OF NONCONFORMING WORK

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

# ARTICLE 13
# MISCELLANEOUS PROVISIONS

## 13.1 GOVERNING LAW

The Contract shall be governed by the law of Williamson County, Texas.

## 13.2 SUCCESSORS AND ASSIGNS

The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Except as provided in the Contract Documents or by law, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

## 13.3 WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

## 13.4 RIGHTS AND REMEDIES

### 13.4.1

Except as expressly provided in the Contract Documents, duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

### 13.4.2

No action or failure to act by the Owner, Architect or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

## 13.5 TESTS AND INSPECTIONS

### 13.5.1

Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority. The Contractor shall give the Owner and Architect timely notice of when and where tests and inspections are to be made so that the Owner and Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals where building

codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

**13.5.2**

If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under **Paragraph 13.5.1**, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Owner and Architect of when and where tests and inspections are to be made so that the Owner and Architect may be present for such procedures.

**13.5.3**

If such procedures for testing, inspection or approval under **Paragraphs 13.5.1 and 13.5.2** reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure including those of repeated procedures and compensation for the Architect's services and expenses shall be at the Contractor's expense. The Contractor also agrees the cost of testing services related to remedial operations performed to correct deficiencies in the Work, shall be borne by the Contractor.

**13.5.4**

Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Owner and Architect.

**13.5.5**

If the Architect is to observe tests, inspections or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

**13.5.6**

Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

## 13.6 INTEREST

The rate of interest that accrues on an overdue payment is the rate in effect on September 1 of the fiscal year in which the payment becomes overdue. The rate in effect on September 1 is equal to the sum of:

**13.6.1**

**one percent (1%)**; and

**13.6.2**

the prime rate as published in the Wall Street Journal on the **first (1st) day of July** of the preceding fiscal year that does not fall on a Saturday or Sunday pursuant to **Texas Government Code, §2251.025**.

## 13.7 TIME LIMITS ON CLAIMS

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the time limits provided by law. Nothing herein shall be construed as shortening the period of time Owner has for commencing claims to less than what is required by law.

## 13.8 APPLICATION TO SUBCONTRACTS

Any specific requirement in the Contract that the responsibilities or obligations of Contractor also apply to a Subcontractor is added for emphasis and are also hereby deemed to include a Subcontractor of any tier. The omission of a reference to a Subcontractor in connection with any of Contractor's responsibilities or obligations shall not be construed to diminish, abrogate or limit any responsibilities or obligations of a Subcontractor of any tier under the Contract Documents or the applicable subcontract.

## 13.9 GENERAL PROVISIONS

**13.9.1**

All personal pronouns used in the Contract, whether used in the masculine, feminine, or neuter gender, shall include all other genders; and the singular shall included the plural and vice versa. Titles of articles, sections, and paragraphs are for convenience only and neither limit nor amplify the provisions of the Contract. The use herein of the word "including," when following any general statement, term, or matter, shall not be construed to limit such statement, term, or matter to the specific items or matters set forth immediately following such word or to similar items or matters, whether or not non-limiting language (such words as "without limitation," or "but not limited to," or words of similar import) is used with reference thereto, but rather shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such general statement, term, or matter.

**13.9.2**

Wherever possible, each provision of this Contract shall be interpreted in a manner as to be effective and valid under applicable law. If, however, any provision of this Contract, or portion thereof, is prohibited by law or found invalid under any law, only such provision or portion thereof shall be ineffective, without in any manner invalidating or affecting the remaining provisions of this Contract or valid portions of such provision, which are hereby deemed servable.

### 13.10 NO ORAL WAIVER

The Provisions of the Contract Documents shall not be changed, amended, waived, or otherwise modified in any respect except by a writing signed by Owner. No person is authorized on behalf of Owner to orally change, amend, waive, or otherwise modify the terms of the Contract Documents or any of the Contractor's duties or obligations under or arising out of the Contract Documents. Any change, waiver, approval, or consent granted to the Contractor shall be limited to the specific matters stated in the writing signed by Owner, and shall not relieve Contractor of any other of the duties and obligations under the Contract Documents. No "constructive" changes shall be allowed.

### 13.11 TEXAS PUBLIC INFORMATION ACT

To the extent, if any, that any provision in the Contract Documents is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that Owner, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any information or data furnished to Owner whether or not the same are available to the public. It is further understood that Owner, its officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Owner, its officers and employees shall have no liability or obligation to Contractor for the disclosure to the public, or to any person or persons, of any software or a part thereof, or other items or data furnished to Owner by Contractor in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

### 13.12 EQUAL OPPORTUNITY IN EMPLOYMENT

The Contractor agrees that during the performance of the Contract it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Parties will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship.

## ARTICLE 14
## TERMINATION OR SUSPENSION OF THE CONTRACT

### 14.1 TERMINATION BY THE CONTRACTOR

#### 14.1.1

The Contractor may terminate the Contract if the Work is stopped for a period of **ninety (90) consecutive days** through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing

portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

**.1** Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;

**.2** An act of government, such as a declaration of national emergency that requires all Work to be stopped; or

**.3** Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in **Paragraph 9.4.1**, or because the Owner has not made payment on an undisputed Certificate for Payment within the time stated in the Contract Documents.

**14.1.2**

The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in **Section 14.3** constitute in the aggregate more than **one hundred percent (100%)** of the total number of days scheduled for completion, or **one hundred twenty (120) days** in any **three hundred sixty-five (365)-day** period, whichever is less.

**14.1.3**

If one of the reasons described in **Paragraph 14.1.1 or 14.1.2** exists, the Contractor may, upon **thirty (30) business days** written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

## 14.2 TERMINATION BY THE OWNER FOR CAUSE

**14.2.1**

The Owner may terminate the Contract if the Contractor

**.1** fails to commence the Work in accordance with the provisions of the Contract,

**.2** fails to prosecute the Work to completion thereof in a diligent, efficient, timely, workmanlike, skillful and careful manner and in strict accordance with the provisions of the Contract,

**.3** fails to use an adequate amount or quality of personnel or equipment to complete the Work without undue delay,

**.4** fails to perform any of its obligations under the Contract,

**.5** fails to make prompt payments when due to its Subcontractors and Suppliers, or as required by **Texas Government Code, Chapter 2251**,

**.6** files any petition or other pleading seeking any relief under any provisions of the Federal Bankruptcy Act, as amended, or any other federal or state statute or law providing for reorganization of debts or other relief from creditors, permits a receiver or other person to be appointed on account of its insolvency or financial condition, or becomes insolvent,

**.7** creates any situation or state of facts which would authorize or permit an involuntary petition in bankruptcy to be filed against Contractor, or

**.8** has not met or in Owner's opinion will not meet the dates of Substantial Completion set forth in the Contract Documents.

**14.2.2**
When any of the above reasons exist, the Owner, in its sole and absolute discretion, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, **thirty (30) calendar days** written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

**.1** Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;

**.2** Accept assignment of subcontracts pursuant to **Section 5.4**; and

**.3** Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

**14.2.3**
When the Owner terminates the Contract for one of the reasons stated in **Paragraph 14.2.1**, the Contractor shall not be entitled to receive further payment until the Work is finished. In the event that a final decision under **Article 15**, below, is rendered that sufficient cause did not exist for termination under this **Section 14.2**, then the termination shall be considered a termination for convenience, under **Section 14.4**, below.

**14.2.4**
If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages and costs incurred by the Owner in finishing the Work and not expressly waived,

such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner.

## 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

### 14.3.1
The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

### 14.3.2
The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in **Paragraph 14.3.1**. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

**.1** that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or

**.2** that an equitable adjustment is made or denied under another provision of the Contract.

## 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

### 14.4.1
The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

### 14.4.2
Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

**.1** cease operations as directed by the Owner in the notice;

**.2** take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and

**.3** except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

### 14.4.3
Upon such termination, the Contractor shall recover the amounts provided in **Paragraph 12.1.3** of the Contract.

# ARTICLE 15
# CLAIMS AND DISPUTES

## 15.1 CLAIMS

### 15.1.1 DEFINITION

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

### 15.1.2 NOTICE OF CLAIMS

Claims for events arising during the performance of the Work by Contractor must be initiated by written notice to the other party with a copy sent to the Owner; provided, however, that the claimant shall use its best efforts to furnish the other party, as expeditiously as possible, with notice of any Claim including, without limitation, those in connection with concealed or unknown conditions, once such claim is recognized, and shall take steps to mitigate the alleged or potential damages, delay, or other adverse consequences arising out of the condition that is the cause of such a Claim. Claims by Contractor must be initiated within **ten (10) business days** after occurrence of the event giving rise to such Claim or within **ten (10) business days** after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Claims may also be reserved in writing within the time limits set forth in this **Paragraph 15.1.2**. Any notice of Claim or reservation of Claim must clearly identify the alleged cause and the nature of the Claim and include data and information available to the claimant that will facilitate prompt verification and evaluation of the Claim.

### 15.1.3 CONTINUING CONTRACT PERFORMANCE

Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in **Section 9.7** and **Article 14**, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. The Architect will prepare Change Orders and issue Certificates for Payment in accordance with the Contract Documents.

### 15.1.4 CLAIMS FOR ADDITIONAL COST

If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under **Section 10.4**.

### 15.1.5 CLAIMS FOR ADDITIONAL TIME

**.1** If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

**.2** If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction.

## 15.2 MEDIATION

### 15.2.1

Claims, disputes, or other matters in controversy arising out of or related to the Contract except those waived shall be subject to mediation as a condition precedent to seeking redress in a court of competent jurisdiction.

### 15.2.2

The parties shall endeavor to resolve their Claims by mediation, which shall consist of a single mediator who is knowledgeable about the subject matter of the Contract. A request for mediation shall be made in writing, delivered to the other party to the Contract.

### 15.2.3

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Williamson County, Texas. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

### 15.2.4

All disputes not resolved through mediation shall be decided in litigation in Williamson County, Texas.

### 15.2.5 NO WAIVER OF IMMUNITY

Nothing in the Contract Documents shall be deemed to waive, modify or amend any legal defense available at law or in equity to Owner, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Owner does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

**Commissioners Court - Regular Session** **39.**

**Meeting Date:** 04/19/2022

April 2022 Construction Summary Report and PowerPoint Presentation

**Submitted By:** Julissa Vasquez, Road Bond

**Department:** Road Bond

**Agenda Category:** Regular Agenda Items

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**Information**

**Agenda Item**

Receive the April 2022 Construction Summary Report and PowerPoint Presentation.

**Background**

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**Fiscal Impact**

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

**Attachments**

April 2022 Construction Summary Report

April 2022 PowerPoint Presentation

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Becky Pruitt | 04/14/2022 12:42 PM |
| Form Started By: Julissa Vasquez | | Started On: 04/14/2022 10:15 AM |
| Final Approval Date: 04/14/2022 | | |

# ROAD BOND PROGRAM

## Construction Summary Report

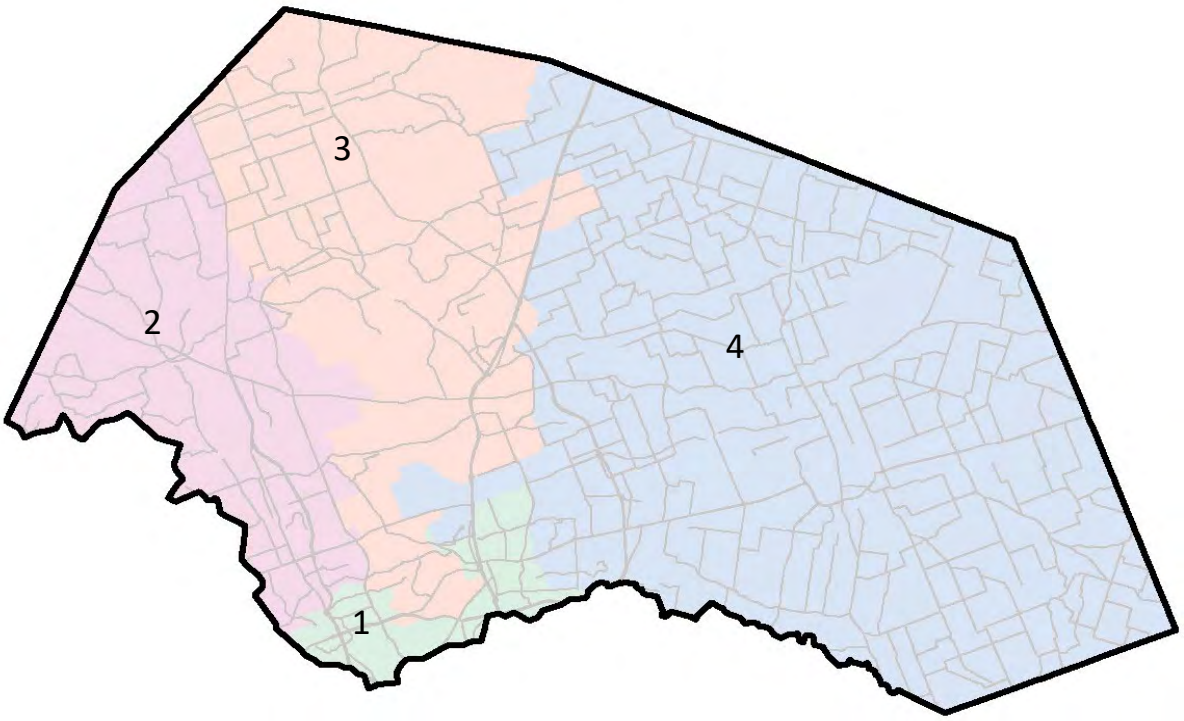
**County Judge**
**Bill Gravell, Jr.**

**Commissioners**
**Terry Cook**
**Cynthia Long**
**Valerie Covey**
**Russ Boles**

# April 2022

WWW.ROADBOND.ORG

Volume XXI - Issue No.04




**Presented By:** HNTB

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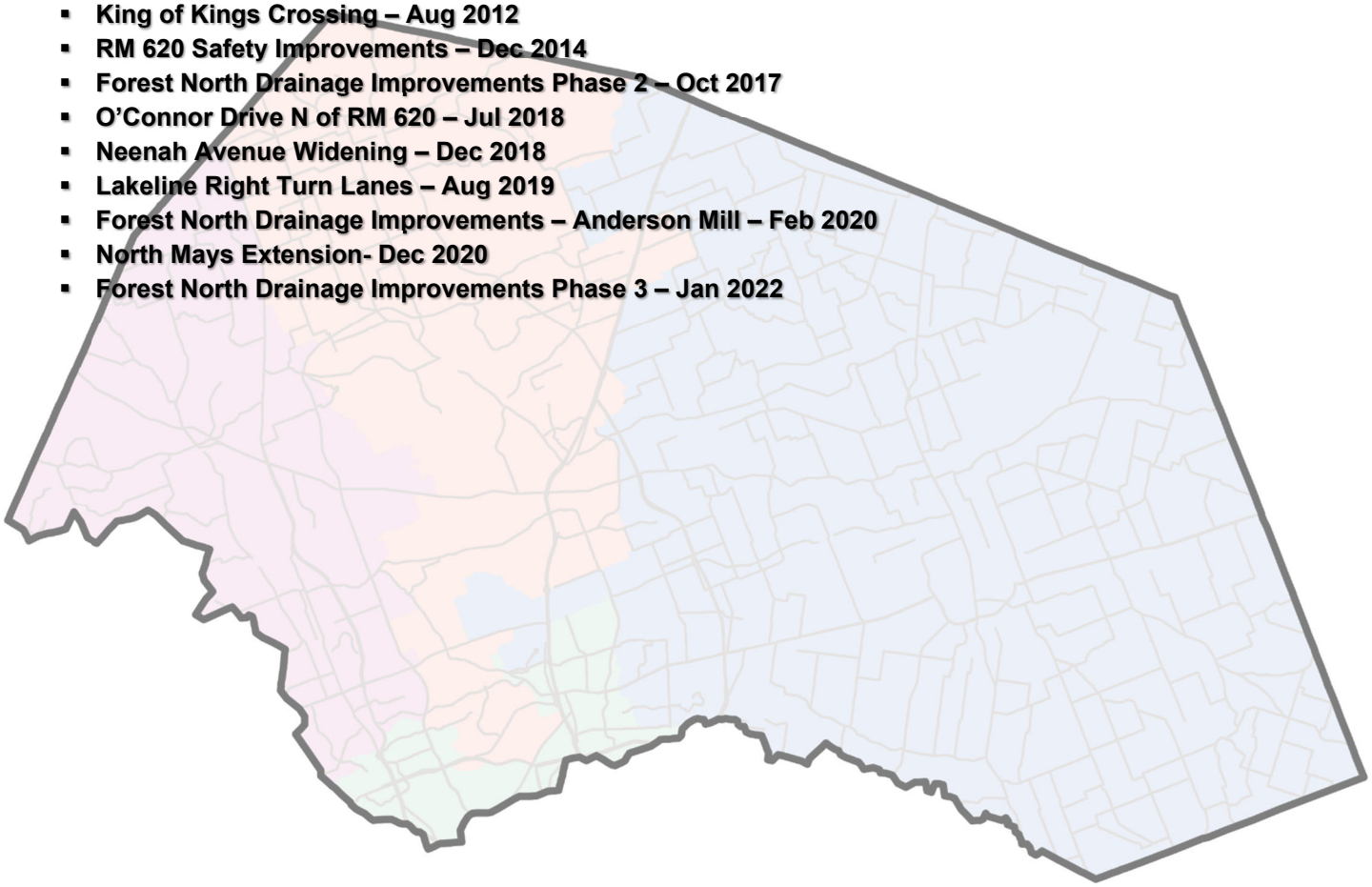
# WILLIAMSON COUNTY
# ROAD BOND PROGRAM

## COMPLETED PROJECTS

CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF MARCH 2022

### Precinct 1

- **Pond Springs Road (signal) – Apr 2002**
- **McNeil Road, Phase 1 – Jan 2005**
- **McNeil Road, Phase 2 – Feb 2007**
- **RM 620, Phase 1 – Jan 2009**
- **Pond Springs Road – Sep 2010**
- **County Road 174 at Brushy Creek – Jun 2011**
- **O'Connor Drive Extension – Apr 2012**
- **King of Kings Crossing – Aug 2012**
- **RM 620 Safety Improvements – Dec 2014**
- **Forest North Drainage Improvements Phase 2 – Oct 2017**
- **O'Connor Drive N of RM 620 – Jul 2018**
- **Neenah Avenue Widening – Dec 2018**
- **Lakeline Right Turn Lanes – Aug 2019**
- **Forest North Drainage Improvements – Anderson Mill – Feb 2020**
- **North Mays Extension- Dec 2020**
- **Forest North Drainage Improvements Phase 3 – Jan 2022**



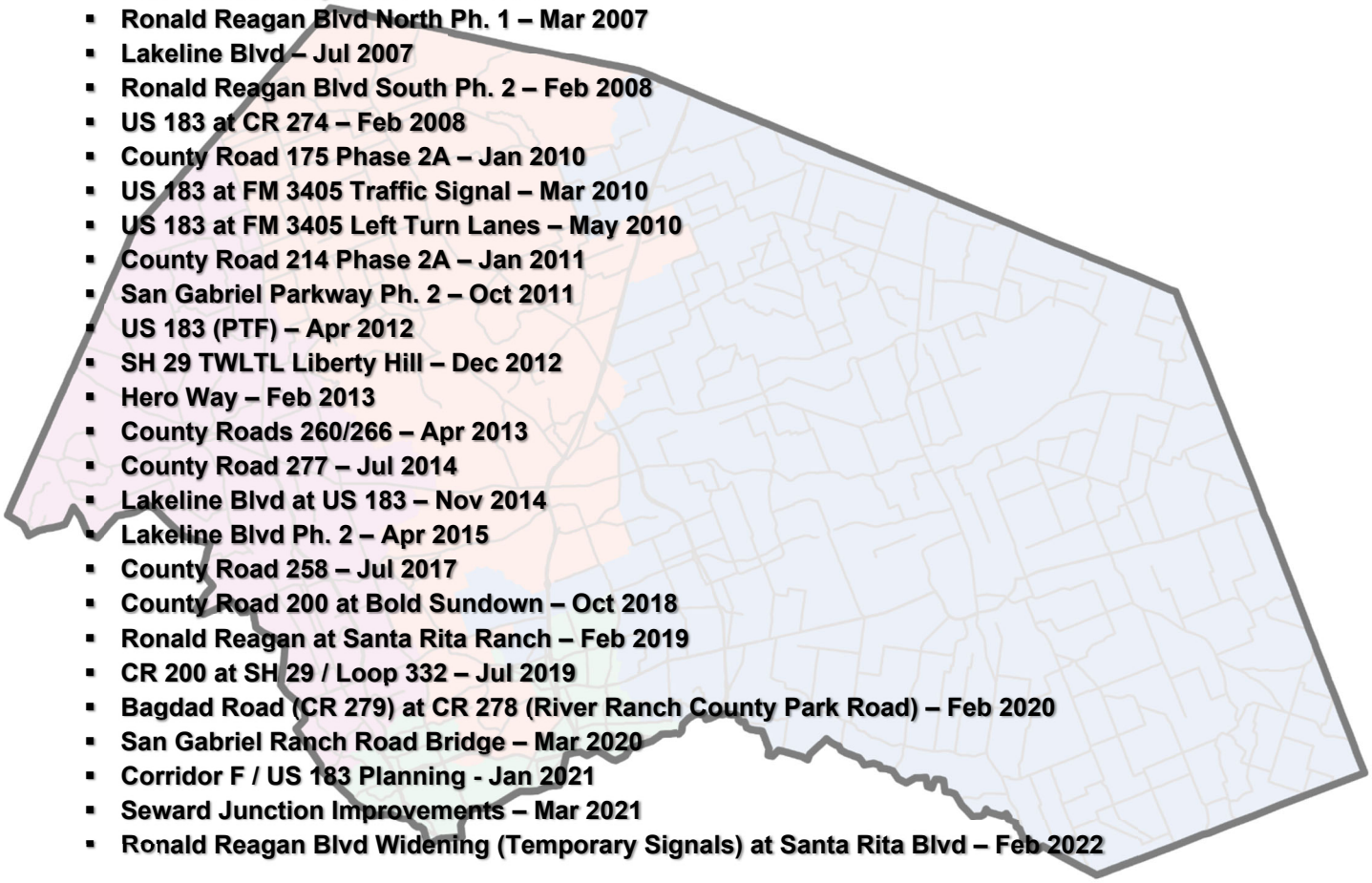
# WILLIAMSON COUNTY
# ROAD BOND PROGRAM

## COMPLETED PROJECTS

CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF MARCH 2022

### Precinct 2

- **RM 1869 at SH 29 (signal) – Aug 2002**
- **River Bend Oaks – Feb 2003**
- **County Road 175 – Jun 2003**
- **County Road 200 – Sep 2003**
- **Ronald Reagan Blvd, South Ph. 1 – Dec 2004**
- **County Road 214 – Feb 2005**
- **County Road 258 – Sep 2006**
- **San Gabriel Pkwy, Ph. 1 – Feb 2007**
- **Ronald Reagan Blvd North Ph. 1 – Mar 2007**
- **Lakeline Blvd – Jul 2007**
- **Ronald Reagan Blvd South Ph. 2 – Feb 2008**
- **US 183 at CR 274 – Feb 2008**
- **County Road 175 Phase 2A – Jan 2010**
- **US 183 at FM 3405 Traffic Signal – Mar 2010**
- **US 183 at FM 3405 Left Turn Lanes – May 2010**
- **County Road 214 Phase 2A – Jan 2011**
- **San Gabriel Parkway Ph. 2 – Oct 2011**
- **US 183 (PTF) – Apr 2012**
- **SH 29 TWLTL Liberty Hill – Dec 2012**
- **Hero Way – Feb 2013**
- **County Roads 260/266 – Apr 2013**
- **County Road 277 – Jul 2014**
- **Lakeline Blvd at US 183 – Nov 2014**
- **Lakeline Blvd Ph. 2 – Apr 2015**
- **County Road 258 – Jul 2017**
- **County Road 200 at Bold Sundown – Oct 2018**
- **Ronald Reagan at Santa Rita Ranch – Feb 2019**
- **CR 200 at SH 29 / Loop 332 – Jul 2019**
- **Bagdad Road (CR 279) at CR 278 (River Ranch County Park Road) – Feb 2020**
- **San Gabriel Ranch Road Bridge – Mar 2020**
- **Corridor F / US 183 Planning - Jan 2021**
- **Seward Junction Improvements – Mar 2021**
- **Ronald Reagan Blvd Widening (Temporary Signals) at Santa Rita Blvd – Feb 2022**



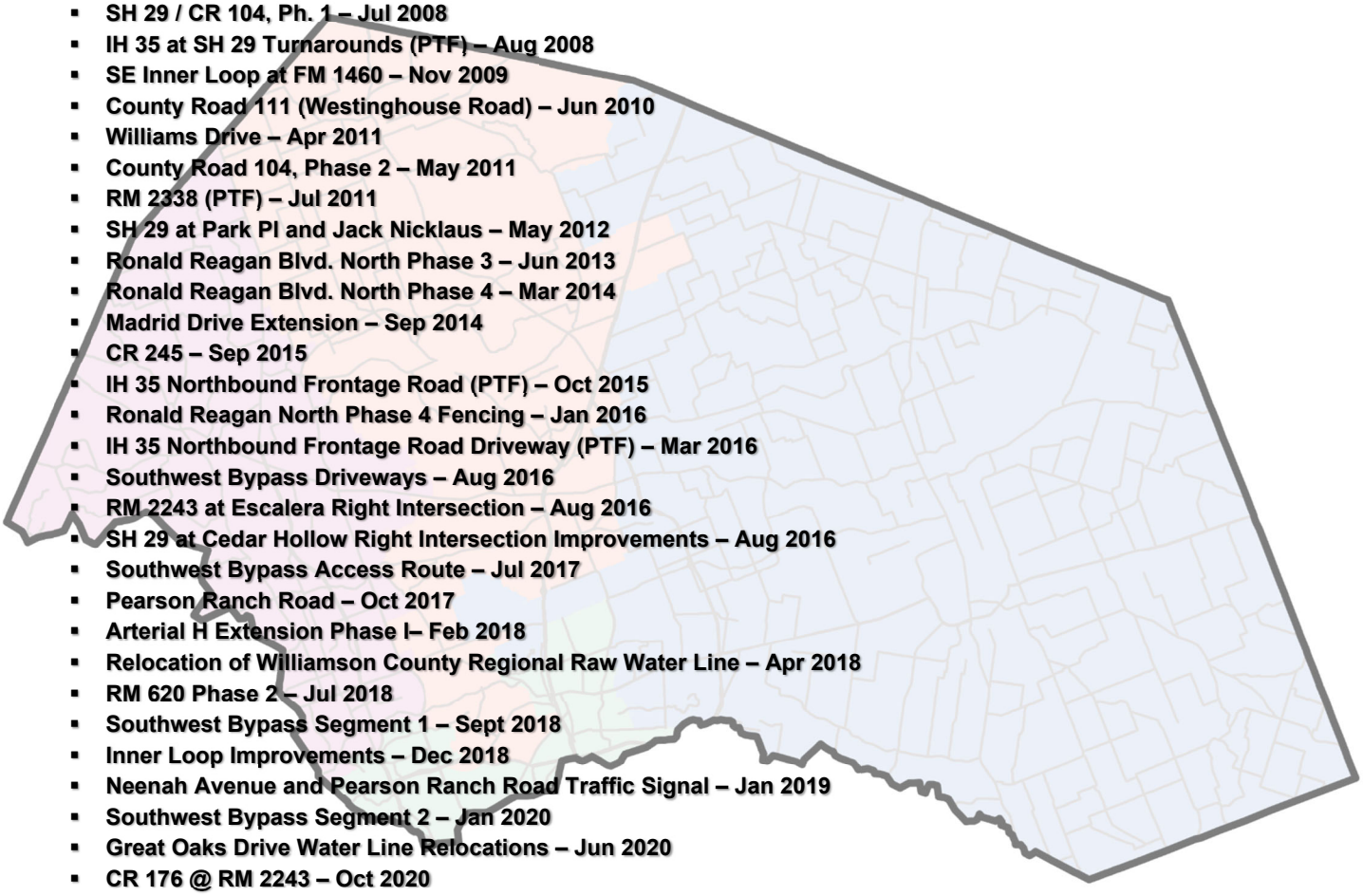
# WILLIAMSON COUNTY
# ROAD BOND PROGRAM

## COMPLETED PROJECTS

CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF MARCH 2022

## Precinct 3

- **Cedar Hollow at SH 29 (signal) – Aug 2002**
- **Georgetown Inner Loop Project 2 – Aug 2003**
- **Georgetown Inner Loop Project 1 – Jun 2004**
- **Georgetown Inner Loop East Extension – Sep 2004**
- **County Road 152 Bridge Replacement – Sep 2004**
- **Inner Loop East (CR 151 to Bus 35) – Oct 2005**
- **Ronald Reagan Blvd North, Ph. 2 – May 2008**
- **12" Water Main Relocation for SH 29 Widening – Jun 2008**
- **SH 29 / CR 104, Ph. 1 – Jul 2008**
- **IH 35 at SH 29 Turnarounds (PTF) – Aug 2008**
- **SE Inner Loop at FM 1460 – Nov 2009**
- **County Road 111 (Westinghouse Road) – Jun 2010**
- **Williams Drive – Apr 2011**
- **County Road 104, Phase 2 – May 2011**
- **RM 2338 (PTF) – Jul 2011**
- **SH 29 at Park Pl and Jack Nicklaus – May 2012**
- **Ronald Reagan Blvd. North Phase 3 – Jun 2013**
- **Ronald Reagan Blvd. North Phase 4 – Mar 2014**
- **Madrid Drive Extension – Sep 2014**
- **CR 245 – Sep 2015**
- **IH 35 Northbound Frontage Road (PTF) – Oct 2015**
- **Ronald Reagan North Phase 4 Fencing – Jan 2016**
- **IH 35 Northbound Frontage Road Driveway (PTF) – Mar 2016**
- **Southwest Bypass Driveways – Aug 2016**
- **RM 2243 at Escalera Right Intersection – Aug 2016**
- **SH 29 at Cedar Hollow Right Intersection Improvements – Aug 2016**
- **Southwest Bypass Access Route – Jul 2017**
- **Pearson Ranch Road – Oct 2017**
- **Arterial H Extension Phase I– Feb 2018**
- **Relocation of Williamson County Regional Raw Water Line – Apr 2018**
- **RM 620 Phase 2 – Jul 2018**
- **Southwest Bypass Segment 1 – Sept 2018**
- **Inner Loop Improvements – Dec 2018**
- **Neenah Avenue and Pearson Ranch Road Traffic Signal – Jan 2019**
- **Southwest Bypass Segment 2 – Jan 2020**
- **Great Oaks Drive Water Line Relocations – Jun 2020**
- **CR 176 @ RM 2243 – Oct 2020**
- **Corridor H/Sam Bass Road Interim Signals – May 2021**
- **Ronald Reagan Boulevard at Silver Spur Boulevard – June 2021**
- **Ronald Reagan Boulevard at Sun City – June 2021**
- **IH 35 Ramp Reversals and Frontage Road Conversion – Sept 2021**
- **O'Connor Drive Traffic Signals – Nov 2021**
- **Hairy Man Road/Brushy Creek Road Safety Improvements- Dec 2021**
- **Ronald Reagan Blvd. at IH 35 Bridge Replacement – Dec 2021**



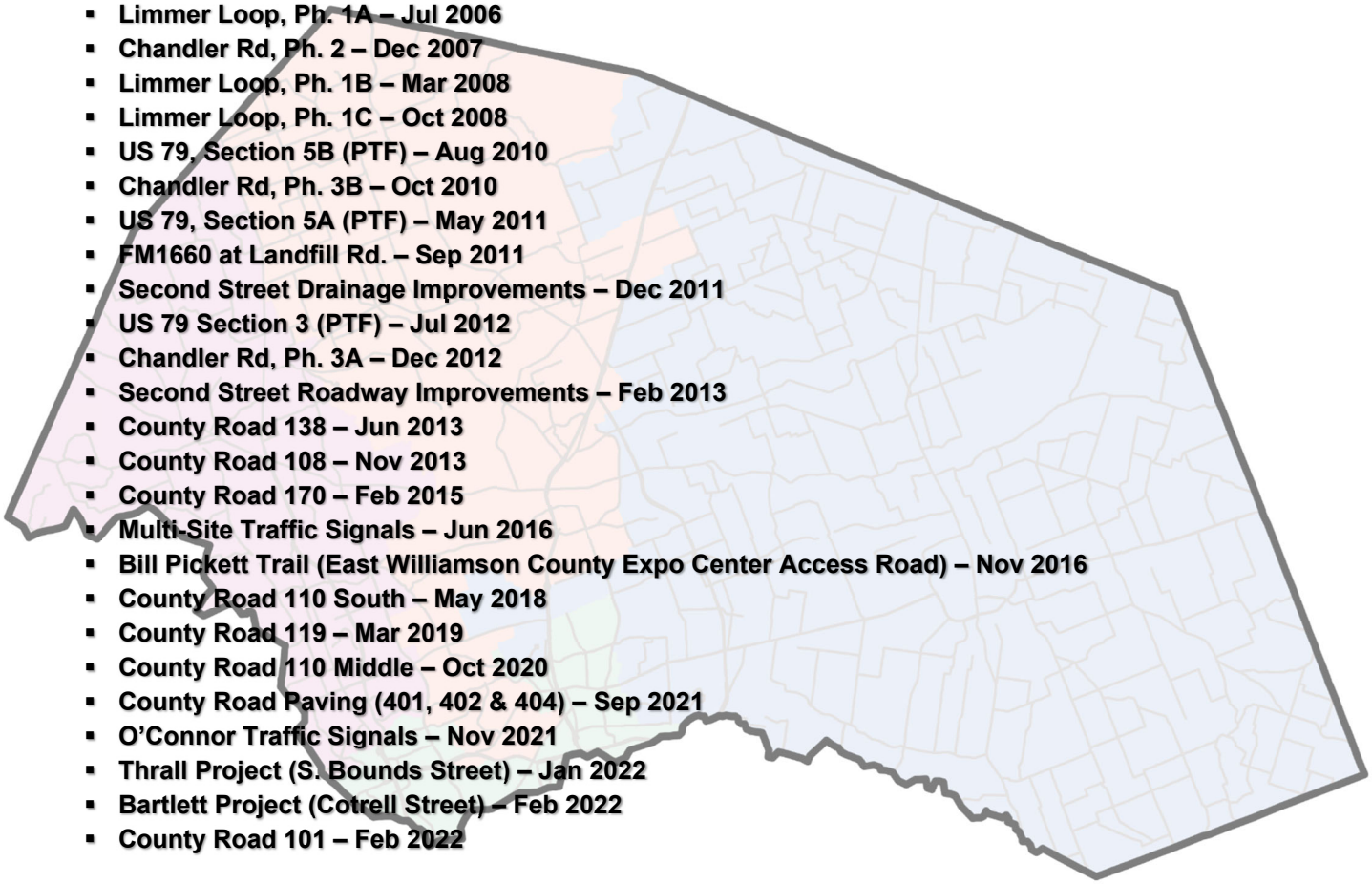
# WILLIAMSON COUNTY
# ROAD BOND PROGRAM

## COMPLETED PROJECTS

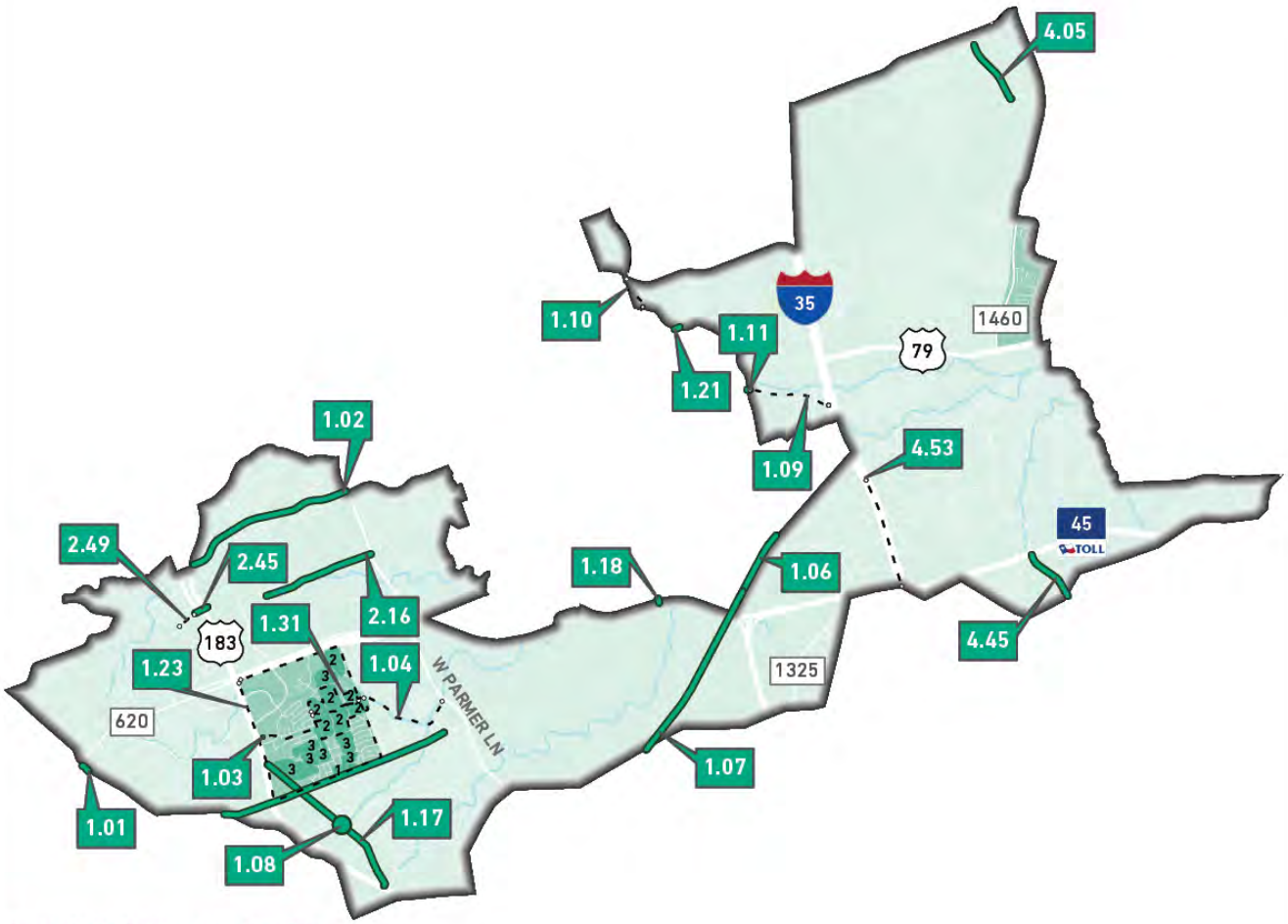
CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF MARCH 2022

## Precinct 4

- **Bridge Replacements (CR 390, 406 & 427) – Nov 2002**
- **County Road 368 and 369 – Nov 2002**
- **County Road 412 – Aug 2003**
- **County Road 300 and 301 – Dec 2003**
- **County Road 424 Bridge Replacement – Jan 2004**
- **Chandler Rd. Extension, Ph. 1 – Mar 2005**
- **County Road 112, Ph. 1 – Aug 2005**
- **County Road 137 – Oct 2005**
- **Limmer Loop, Ph. 1A – Jul 2006**
- **Chandler Rd, Ph. 2 – Dec 2007**
- **Limmer Loop, Ph. 1B – Mar 2008**
- **Limmer Loop, Ph. 1C – Oct 2008**
- **US 79, Section 5B (PTF) – Aug 2010**
- **Chandler Rd, Ph. 3B – Oct 2010**
- **US 79, Section 5A (PTF) – May 2011**
- **FM1660 at Landfill Rd. – Sep 2011**
- **Second Street Drainage Improvements – Dec 2011**
- **US 79 Section 3 (PTF) – Jul 2012**
- **Chandler Rd, Ph. 3A – Dec 2012**
- **Second Street Roadway Improvements – Feb 2013**
- **County Road 138 – Jun 2013**
- **County Road 108 – Nov 2013**
- **County Road 170 – Feb 2015**
- **Multi-Site Traffic Signals – Jun 2016**
- **Bill Pickett Trail (East Williamson County Expo Center Access Road) – Nov 2016**
- **County Road 110 South – May 2018**
- **County Road 119 – Mar 2019**
- **County Road 110 Middle – Oct 2020**
- **County Road Paving (401, 402 & 404) – Sep 2021**
- **O'Connor Traffic Signals – Nov 2021**
- **Thrall Project (S. Bounds Street) – Jan 2022**
- **Bartlett Project (Cotrell Street) – Feb 2022**
- **County Road 101 – Feb 2022**



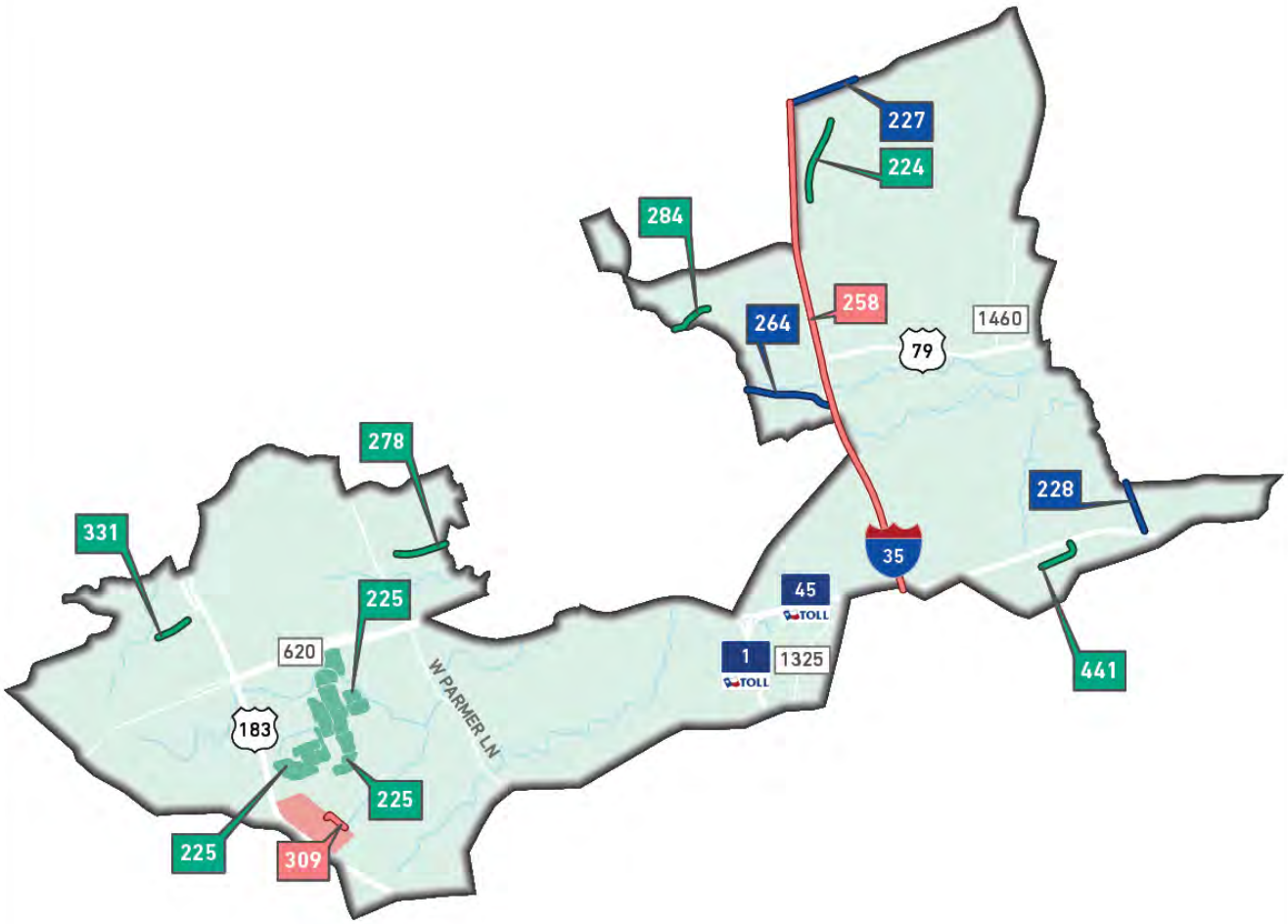
# 2000/2006 Road Bond Program Projects
# Precinct 1 - Commissioner Cook




## Completed/Open to Traffic

1.01 Anderson Mill Rd.
1.02 Avery Ranch Blvd. (183 to Parmer Lane)
1.03 Lake Creek Drainage - Phase 1
1.04 Lake Creek Drainage - Phase 2
1.06 McNeil Road - Phase 1
1.07 McNeil Road - Phase 2
1.08 Pond Springs at Turtle Rock Signal
1.09 RM 620 Feasibility Study
1.10 Wyoming Springs North Study
1.11 RM 620 Interim Improvements - Phase 1
1.17 Pond Springs Road
1.18 O'Connor Overpass at SH 45
1.21 CR 174 (Hairy Man Rd.) Bridge Rail Rehab
1.23 Forest North Drainage Study - Phase 1
1.31 Forest North Drainage Improvements - Phase 2 (design)
1.31 Forest North Drainage Improvements - Phase 3 (design)
2.16 Lakeline Blvd. (Lyndhurst to Parmer Lane)
2.45 Lakeline Blvd. at US 183
2.49 Lakeline Blvd. Right Turn Lanes (Design)
4.05 CR 112 - Phase 1
4.45 CR 170
4.53 IH 35 Operational Analysis

# 2013 ROAD BOND PROGRAM PROJECTS
## Precinct 1 - Commissioner Cook

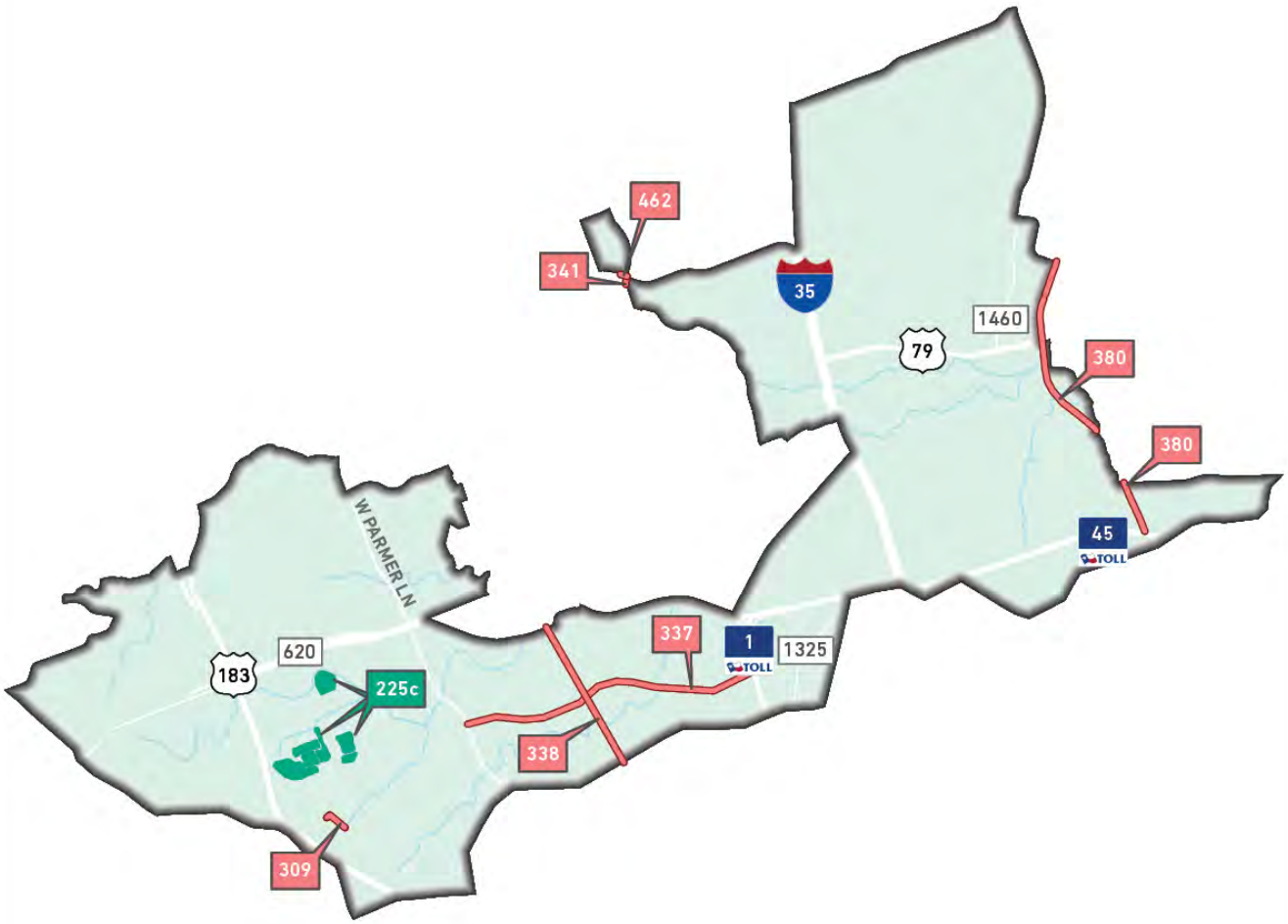



### In Design
258 IH 35 Corridor Operational Analysis (SH 45 to RM 1431)
309 Pond Springs Road Area Drainage Improvements (Pond Springs Road area)

### Under Construction/Bidding
227 University Boulevard Widening (IH 35 to Sunrise Road)
228 Kenney Fort Boulevard Segments 2 and 3 (Forest Creek Boulevard to SH 45)
264 RM 620 at Railroad / Chisholm Trail (IH 35 Frontage Road to Deep Wood Drive)

### Completed/Open to Traffic
224 North Mays Extension (Paloma Drive to Oakmont Drive)
225 Forest North Drainage Improvements Anderson Mill Zone
225 Forest North Drainage Improvements Phase 2
225 Forest North Drainage Improvements Phase 3 (Design)
278 Neenah Avenue Widening (Olive Hill Drive to 0.5 miles east of Olive Hill Drive)
284 Hairy Man Road/Brushy Creek Road Safety Improvements (Brushy Bend to Sam Bass Road)
331 Lakeline Boulevard Right Turn Lanes
441 Roundville Lane (A.W. Grimes Boulevard to EBFR of SH 45)

# 2019 ROAD BOND PROGRAM PROJECTS
## Precinct 1 - Commissioner Cook




### In Design
309 Pond Springs Road Area Drainage Improvements
337 Anderson Mill Road (FM734-Loop1)
338 RM 620/SH 45 intersection to McNeil Road
341 Wyoming Springs Extension (Brightwater Boulevard/Creek Bend to Sam Bass Road)
380 MoKan (University Boulevard to SH 45)
462 Corridor H/Sam Bass Road (RM 1431 to Wyoming Springs Drive)

### Completed/Open to Traffic
225c Forest North Drainage Improvements Phase 3

**North Mays Street Extension Phase 1 (Paloma Drive to Oakmont Drive)**
**Project No. 1810-265**

Original Contract Price = $10,775,835.75

| Letting | Award | Notice To Proceed | Begin Work | Substantial Completion | Completion Certificate | | Total Bid Days | Days Added | Total Days |
|---|---|---|---|---|---|---|---|---|---|
| 11/14/2018 | 12/4/2018 | 1/18/2019 | 1/28/2019 | 12/16/2020 | | | 410 | 279 | 689 |

| Invoice Number | Beginning Date | Ending Date | Days Charged | Current Invoice | Invoiced Total | Current Retainage | Total Retainage | % ($) Used | % Time Used |
|---|---|---|---|---|---|---|---|---|---|
| 1 | 1/28/2019 | 1/31/2019 | 4 | $523,139.40 | $523,139.40 | $58,126.60 | $58,126.60 | 5 | 1 |
| 2 | 2/1/2019 | 2/28/2019 | 28 | $2,584.80 | $525,724.20 | $287.20 | $58,413.80 | 5 | 5 |
| 3 | 3/1/2019 | 4/30/2019 | 61 | $102,281.40 | $628,005.60 | $11,364.60 | $69,778.40 | 6 | 13 |
| 4 | 5/1/2019 | 5/31/2019 | 31 | $593,318.74 | $1,221,324.34 | $65,924.30 | $135,702.70 | 12 | 18 |
| 5 | 6/1/2019 | 6/30/2019 | 30 | $188,661.93 | $1,409,986.27 | $20,962.44 | $156,665.14 | 14 | 22 |
| 6 | 7/1/2019 | 7/31/2019 | 31 | $590,007.31 | $1,999,993.58 | $65,556.37 | $222,221.51 | 19 | 27 |
| 7 | 8/1/2019 | 8/31/2019 | 31 | $628,396.35 | $2,628,389.93 | $69,821.82 | $292,043.33 | 26 | 31 |
| 8 | 9/1/2019 | 9/30/2019 | 30 | $2,393,911.61 | $5,022,301.54 | $265,990.17 | $558,033.50 | 49 | 36 |
| 9 | 10/1/2019 | 10/31/2019 | 31 | $724,961.48 | $5,747,263.02 | $80,551.28 | $638,584.78 | 56 | 40 |
| 10 | 11/1/2019 | 11/30/2019 | 30 | $378,890.89 | $6,126,153.91 | $42,098.99 | $680,683.77 | 59 | 45 |
| 11 | 12/1/2019 | 12/31/2019 | 31 | $341,316.16 | $6,467,470.07 | $37,924.02 | $718,607.79 | 63 | 49 |
| 12 | 1/1/2020 | 1/31/2020 | 31 | $258,548.22 | $6,726,018.29 | $28,727.58 | $747,335.37 | 65 | 54 |
| 13 | 2/1/2020 | 2/29/2020 | 29 | $191,886.33 | $6,917,904.62 | $21,320.70 | $768,656.07 | 67 | 58 |
| 14 | 3/1/2020 | 3/31/2020 | 31 | $176,371.44 | $7,094,276.06 | $19,596.83 | $788,252.90 | 69 | 62 |
| 15 | 4/1/2020 | 4/30/2020 | 30 | $395,476.16 | $7,489,752.22 | $43,941.79 | $832,194.69 | 73 | 67 |
| 16 | 5/1/2020 | 5/31/2020 | 31 | $277,797.27 | $7,767,549.49 | $30,866.36 | $863,061.05 | 75 | 71 |
| 17 | 6/1/2020 | 6/30/2020 | 30 | $385,340.38 | $8,152,889.87 | $42,815.60 | $905,876.65 | 79 | 75 |
| 18 | 7/1/2020 | 7/31/2020 | 31 | $418,604.43 | $8,571,494.30 | $46,511.61 | $952,388.26 | 83 | 80 |
| 19 | 8/1/2020 | 8/31/2020 | 31 | $202,731.51 | $8,774,225.81 | $22,525.72 | $974,913.98 | 85 | 84 |
| 20 | 9/1/2020 | 9/30/2020 | 30 | $117,670.32 | $8,891,896.13 | $13,074.48 | $987,988.46 | 86 | 89 |
| 21 | 10/1/2020 | 10/31/2020 | 31 | $305,827.52 | $9,197,723.65 | $33,980.83 | $1,021,969.29 | 89 | 93 |
| 22 | 11/1/2020 | 11/30/2020 | 30 | $190,635.28 | $9,388,358.93 | $21,181.70 | $1,043,150.99 | 91 | 98 |
| 23 | 12/1/2020 | 12/31/2020 | 16 | $338,985.41 | $9,727,344.34 | $37,665.05 | $1,080,816.04 | 94 | 100 |
| 24 | 1/1/2021 | 2/28/2021 | 0 | $165,603.43 | $9,892,947.77 | $18,400.38 | $1,099,216.42 | 96 | 100 |
| 25 | 3/1/2021 | 5/31/2021 | 0 | $1,535,933.64 | $11,428,881.41 | -$1,099,216.42 | $0.00 | 100 | 100 |
| 26 | 6/1/2021 | 12/31/2021 | 0 | $18,800.00 | $11,447,681.41 | $0.00 | $0.00 | 100 | 100 |

3/31/2022 Comments - Processing Change Order and pricing for permanent vegetation and additional Oncor poles.

| Change Order Number | Approved | Cost This CO | Total COs |
|---|---|---|---|
| 01 | 5/5/2020 | $0.00 | $0.00 |

4B: Third Party Accommodation. Third party requested work. This Change Order modifies the contract to require that Chandler Creek, LP, a Delaware limited partnership (collectively referred to as "Seller") be an additional insured to Capital Excavation's (Contractor) commercial general liability (CGL) insurance policy and to their commercial auto liability (Auto Liability) insurance policy. Adding the Seller to the Contractor's insurance was in the terms and conditions of the Real Estate Contract between the Chandler Creek, LP and Williamson County. The Real Estate Contract was finalized after the plans were completed.

| Change Order Number | Approved | Cost This CO | Total COs |
|---|---|---|---|
| 02 | 5/5/2020 | $24,898.11 | $ 24,898.11 |

3F: County Convenience. Additional work desired by the County. This Change Order compensates the Contractor for modifications to Driveway #1 that include raising the elevation of the driveway to match the current driveway, improving the driveway by adding 6" of flex base to the pavement section, and using higher strength concrete. The driveway elevation was maintained to minimize the impact of flooding on the driveway access. The improvements were necessary due to the high volume of heavy truck and trailer traffic that uses the driveway.

| Change Order Number | Approved | Cost This CO | Total COs |
|---|---|---|---|
| 03 | 10/6/2020 | $67,872.45 | $ 92,770.56 |

3F: County Convenience. Additional work desired by the County. This Change Order compensates the Contractor for adding electronic portable changeable message boards to provide advance notification of the closure of North Mays, from Jeffery Way to Paloma Drive. The Change Order also adds compensation for the removal of the City of Round Rock Public Safety Training Center sign. Electrical ground boxes and installation of illumination on the Chandler Branch bridge will be added at the request of Oncor.

| Change Order Number | Approved | Cost This CO | Total COs |
|---|---|---|---|
| 04 | 10/6/2020 | $21,002.40 | $ 113,772.96 |

1A: Design Error or Omission. Incorrect PS&E. This Change Order adds a 24” encasement to the relocation of the new City of Round Rock 12” Water Line A that crosses the roadway at the north end of the project. The installation of the water line was included in the plans, but the encasement was not. The encasement is required to protect the water line under the roadway.

| Change Order Number | Approved | Cost This CO | Total COs |
|---|---|---|---|
| 05 | 2/23/2021 | $194,528.81 | $ 308,301.77 |

2G: Unadjusted utility (unforeseeable). This Change Order adds various changes to the project, including the additional cost of hauling embankment material due to delays in the relocation of existing utilities. 3F: Additional work desired by the County. Pay items were added for electronic changeable message boards that have been used during road closures at the south end of the project, a driveway on North Mays Street north of the City of Round Rock Public Safety Training Center, and traffic control devices that were added at the northbound lane drop transition at the north end of the project. 2E: Differing Site Conditions (unforeseeable). This Change Order also includes adjustment of existing water valve risers, a manhole in the North Mays Street and Paloma Drive intersection, and a wall along the sidewalk in front of the City of Round Rock Public Safety Training Center.

| Change Order Number | Approved | Cost This CO | Total COs |
|---|---|---|---|
| 6 | 3/23/2021 | $364,733.96 | $ 673,035.73 |

6C: Untimely ROW/Utilities. Utilities not clear. This Change Order adds a pay item to compensate the Contractor for extended project overhead costs caused by delays to the utility relocation.

Adjusted Price = $11,448,871.48

**Forest North Phase 3**
**Project No. 3866**

Original Contract Price = $4,793,058.15

| Letting | Award | Notice To Proceed | Begin Work | Substantial Completion | Completion Certificate | | Total Bid Days | Days Added | Total Days |
|---|---|---|---|---|---|---|---|---|---|
| 4/23/2020 | 5/5/2020 | 6/1/2020 | 6/11/2020 | 1/7/2022 | | | 600 | 2 | 602 |

| Invoice Number | Beginning Date | Ending Date | Days Charged | Current Invoice | Invoiced Total | Current Retainage | Total Retainage | % ($) Used | % Time Used |
|---|---|---|---|---|---|---|---|---|---|
| 1 | 6/11/2020 | 6/30/2020 | 20 | $162,371.70 | $162,371.70 | $18,041.30 | $18,041.30 | 4 | 3 |
| 2 | 7/1/2020 | 7/31/2020 | 31 | $312,289.20 | $474,660.90 | $34,698.80 | $52,740.10 | 10 | 8 |
| 3 | 8/1/2020 | 8/31/2020 | 31 | $290,125.80 | $764,786.70 | $32,236.20 | $84,976.30 | 17 | 14 |
| 4 | 9/1/2020 | 9/30/2020 | 30 | $287,032.05 | $1,051,818.75 | $31,892.45 | $116,868.75 | 23 | 19 |
| 5 | 10/1/2020 | 10/31/2020 | 31 | $468,464.76 | $1,520,283.51 | $52,051.64 | $168,920.39 | 33 | 24 |
| 6 | 11/1/2020 | 11/30/2020 | 30 | $206,112.42 | $1,726,395.93 | $22,901.38 | $191,821.77 | 38 | 29 |
| 7 | 12/1/2020 | 12/31/2020 | 31 | $311,530.68 | $2,037,926.61 | $34,614.52 | $226,436.29 | 44 | 34 |
| 8 | 1/1/2021 | 1/31/2021 | 31 | $169,934.92 | $2,207,861.53 | $18,881.66 | $245,317.95 | 48 | 39 |
| 9 | 2/1/2021 | 2/28/2021 | 28 | $206,865.00 | $2,414,726.53 | $22,985.00 | $268,302.95 | 53 | 44 |
| 10 | 3/1/2021 | 3/31/2021 | 31 | $214,908.30 | $2,629,634.83 | $23,878.70 | $292,181.65 | 57 | 49 |
| 11 | 4/1/2021 | 4/30/2021 | 30 | $109,026.67 | $2,738,661.50 | $12,114.07 | $304,295.72 | 60 | 54 |
| 12 | 5/1/2021 | 5/31/2021 | 31 | $51,380.93 | $2,790,042.43 | $5,708.99 | $310,004.71 | 61 | 59 |
| 13 | 6/1/2021 | 6/30/2021 | 30 | $132,931.80 | $2,922,974.23 | $14,770.20 | $324,774.91 | 64 | 64 |
| 14 | 7/1/2021 | 7/31/2021 | 31 | $187,562.29 | $3,110,536.52 | $20,840.26 | $345,615.17 | 68 | 69 |
| 15 | 8/1/2021 | 8/31/2021 | 31 | $298,473.57 | $3,409,010.09 | $33,163.73 | $378,778.90 | 74 | 74 |
| 16 | 9/1/2021 | 9/30/2021 | 30 | $443,259.14 | $3,852,269.23 | -$176,027.89 | $202,751.01 | 79 | 79 |
| 17 | 10/1/2021 | 10/31/2021 | 31 | $305,424.55 | $4,157,693.78 | $16,074.98 | $218,825.99 | 86 | 84 |
| 18 | 11/1/2021 | 11/30/2021 | 30 | $349,058.60 | $4,506,752.38 | $18,371.50 | $237,197.49 | 93 | 89 |
| 19 | 12/1/2021 | 12/31/2021 | 31 | $207,174.81 | $4,713,927.19 | $10,903.94 | $248,101.43 | 97 | 95 |
| 20 | 1/1/2022 | 1/31/2022 | 31 | $28,359.87 | $4,742,287.06 | $1,492.63 | $249,594.06 | 98 | 100 |
| 21 | 2/1/2022 | 2/28/2022 | 28 | $7,514.50 | $4,749,801.56 | $395.50 | $249,989.56 | 98 | 104 |

3/31/2022 Comments - Punchlist items are ongoing. Balancing Change Orders are being processed.

| Change Order Number | Approved | Cost This CO | Total COs |
|---|---|---|---|
| 01 | 10/6/2020 | $22,353.00 | $ 22,353.00 |

2E: Differing Site Conditions(unforeseeable). Miscellaneous difference in site conditions (unforeseeable). This Change Order makes various changes to the City of Austin (COA) water line layout on Perthshire Street and Broadmeade Avenue in the Braes Valley Zone. 4B: Third Party Accommodation. Third Party requested work. The cost of this change order is being paid for by the City of Austin and they have reviewed and approved this revision and additional cost.

| Change Order Number | Approved | Cost This CO | Total COs |
|---|---|---|---|
| 02 | 10/6/2020 | $5,017.92 | $ 27,370.92 |

3F: County Convenience. Additional work desired by the County. This Change Order modifies the grate elevation of an existing drop inlet and regrades the ditches to improve drainage at 9615 Moorberry Street. The drop inlet was installed in a previous Forest North drainage improvement project.

| Change Order Number | Approved | Cost This CO | Total COs |
|---|---|---|---|
| 3 | 1/12/2021 | $ 27,841.45 | $ 55,212.37 |

4B: Third Party Accommodation. Third party requested work. This Change Order adds a new item to pay the Contractor for additional potholing needed to locate City of Austin (COA) water lines and services in locations not called for in the plans and outside the normal bid item subsidiary potholing. This Change Order also adds a new item to pay the Contractor to remove and replace mailboxes that are in conflict with COA water line relocations. The City of Austin has agreed to pay the additional costs associated with these items.

| Change Order Number | Approved | Cost This CO | Total COs |
|---|---|---|---|
| 4 | 1/12/2021 | $ 2,215.00 | $ 57,427.37 |

2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable). This Change Order adds two new items to pay the Contractor to replace a driveway and pipe end treatments located at the intersection of Wisterwood and Broadmeade in the Braes Valley Zone that were impacted by the installation of the City of Austin 12" water line, per Change Order 1. The City of Austin has agreed to pay the additional cost associated with these items.

| Change Order Number | Approved | Cost This CO | Total COs |
|---|---|---|---|
| 5 | 1/12/2021 | $ 5,117.00 | $ 62,544.37 |

1A: Design Error or Omission. Incorrect PS&E. This Change Order adds two new items for wood fence gates that were not included in the original plans. Wood fence is shown to be removed and replaced but no items were established to replace wood fence gates encountered within the fence removal areas. 2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable). This Change Order also adds an item to compensate the Contractor for the cost to relocate a copper water service line on the private side of the water line service at 13013 Stillforest Street. The existing copper water service line is required to be moved because it is in conflict with proposed storm sewer installation. The County is paying the cost of this Change Order.

| Change Order Number | Approved | Cost This CO | Total COs |
|---|---|---|---|
| 6 | 3/16/2021 | $ 25,200.00 | $ 87,744.37 |

1A: Design Error or Omission. Incorrect PS&E. This Change Order adds an item to pay for 24" RCP 6:1 safety end treatments (SET's). Plan sheet 120 of 201 (SB7 of SB10) calls for the 24" RCP on Chester Forest Street to have 6:1 SET's but no pay items were created to pay for this item on the bid forms.

| Change Order Number | Approved | Cost This CO | Total COs |
|---|---|---|---|
| 7 | 10/5/2021 | $ 30,341.85 | $ 118,086.22 |

3F: Additional work desired by the County. County Convenience. This Change Order adds an item to compensate the contractor for a portion of the reconstruction cost of Queensland Drive. Queensland Drive required reconstruction due in part to the condition of the existing roadway and the impact of the Contractor's equipment entering and exiting their staging area adjacent to the roadway.

| Change Order Number | Approved | Cost This CO | Total COs |
|---|---|---|---|
| 8 | 10/5/2021 | $ 9,733.37 | $ 127,819.59 |

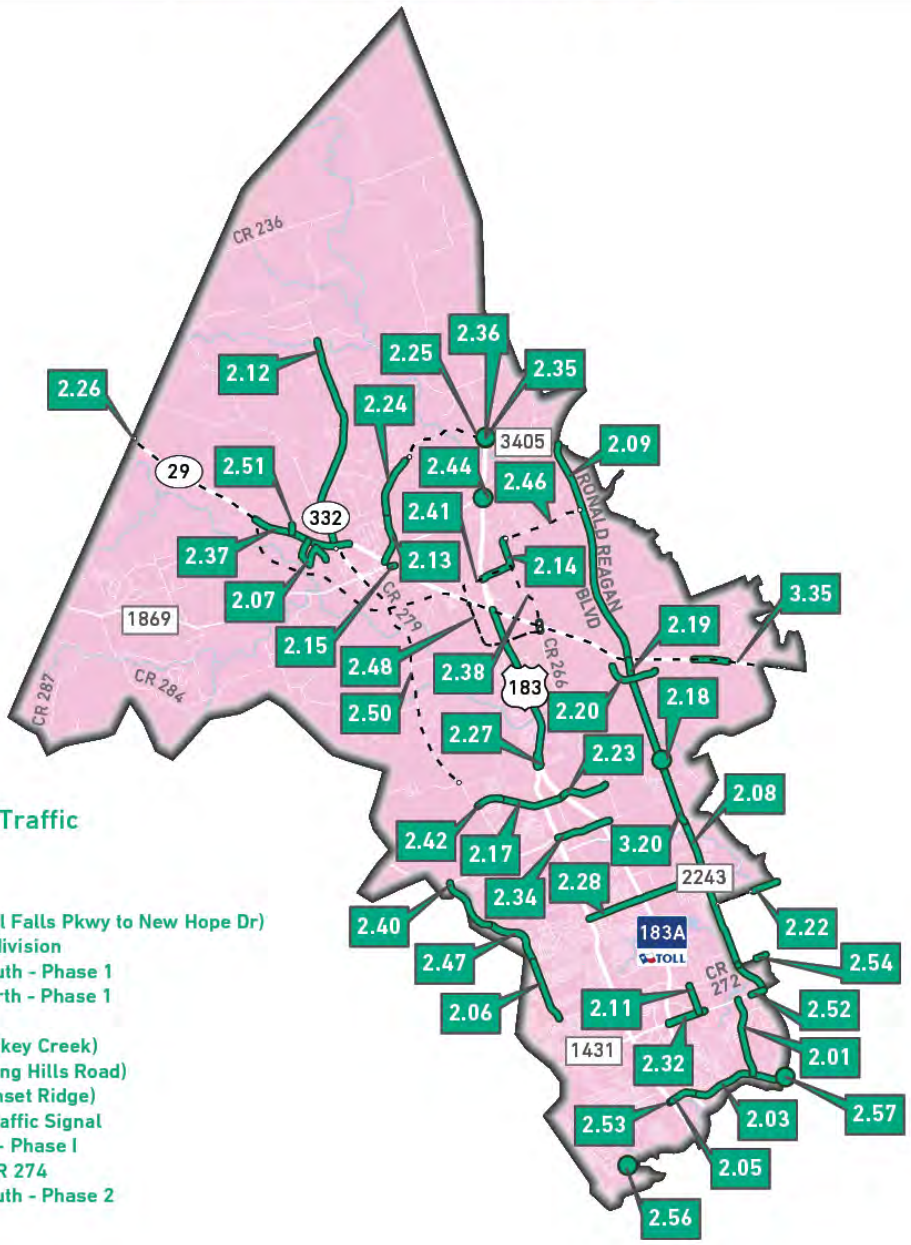
3F: Additional work desired by the County. County Convenience. This Change Order adds a new item to compensate the Contractor to mill and overlay Newberry Drive in lieu of patching the trenches for the waterline and storm sewer pipe ditchlines.

| Change Order Number | Approved | Cost This CO | Total COs |
|---|---|---|---|
| 9 | 1/19/2022 | $ 182,754.00 | $ 310,573.59 |

3F: Additional work desired by the County. County Convenience. This Change Order provides the interim balancing for the overrun of Contract quantities on the project paid for by Williamson County. The overruns were a result of addressing field conditions not accounted for in the original plans. Item 400-WC01 is being added to compensate the Contractor for repairs to the existing pavement adjacent to the pipe trench repairs.

Adjusted Price = $5,103,631.74

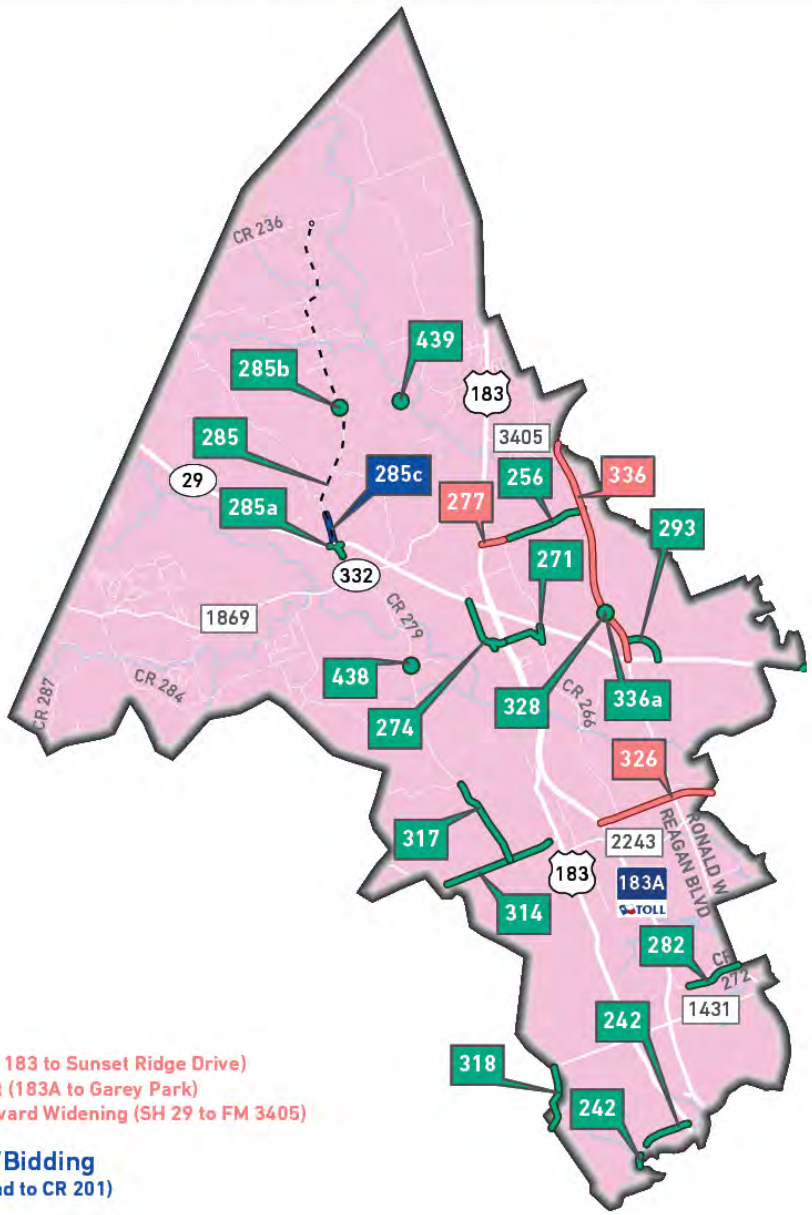
# 2000/2006 Road Bond Program Projects
## Precinct 2 - Commissioner Long




### Completed/Open to Traffic

2.01 Vista Ridge Blvd.
2.03 Brushy Creek Road
2.05 Cypress Creek Road
2.06 Lakeline Blvd. (Crystal Falls Pkwy to New Hope Dr)
2.07 River Bend Oaks Subdivision
2.08 Ronald W. Reagan South - Phase 1
2.09 Ronald W. Reagan North - Phase 1
2.11 CR 185
2.12 CR 200 (CR 201 to Lackey Creek)
2.13 CR 214 (SH 29 to Rolling Hills Road)
2.14 CR 258 (US 183 to Sunset Ridge)
2.15 SH 29 at FM 1869 - Traffic Signal
2.17 San Gabriel Parkway - Phase I
2.18 US 183 Widening at CR 274
2.19 Ronald W. Reagan South - Phase 2
2.20 Kauffman Loop
2.22 CR 179
2.23 San Gabriel Parkway - Phase 2
2.24 CR 214 - Phase 2A
2.25 CR 214 - Phase 2B Schematic
2.26 SH 29 Improvements Study and Schematic
2.27 US 183 (PTF)
2.28 CR 272 Overlay (1st)
2.32 RM 1431
2.34 Hero Way
2.35 US 183 at FM 3405 Traffic Signal
2.36 US 183 at FM 3405 Left Turn Lanes
2.37 SH 29 TWLTL in Liberty Hill
2.38 CR 260 / CR 266 at SH 29
2.40 Lakeline Blvd. Phase 2 (Old Quarry Rd. to Old 2243)
2.41 Seward Junction Improvements Study
2.42 San Gabriel Parkway West
2.44 US 183 at RM 1869
2.46 CR 258 (Sunset Ridge to Reagan Blvd) (Design)
2.47 Lakeline Blvd. Phase 3 (Crystal Falls Pkwy. to Old Quarry Rd.)
2.48 Seward Junction Schematic (SE and SW)
2.50 Bagdad Rd. North Phase 2 Schematic (CR 280 to SH 29)
2.51 CR 277
2.52 RM 1431 at Parmer / Reagan CFI
2.53 Cypress Creek Road at US 183
2.54 CR 272 Overlay
2.56 Cypress Creek Road at Lakeline
2.57 Brushy Creek Road at Parmer Lane
3.20 Ronald W. Reagan South - Phase 2
3.35 SH 29 at Park Place Dr. & Jack Nicklaus Blvd.

# 2013 ROAD BOND PROGRAM PROJECTS
## Precinct 2 - Commissioner Long

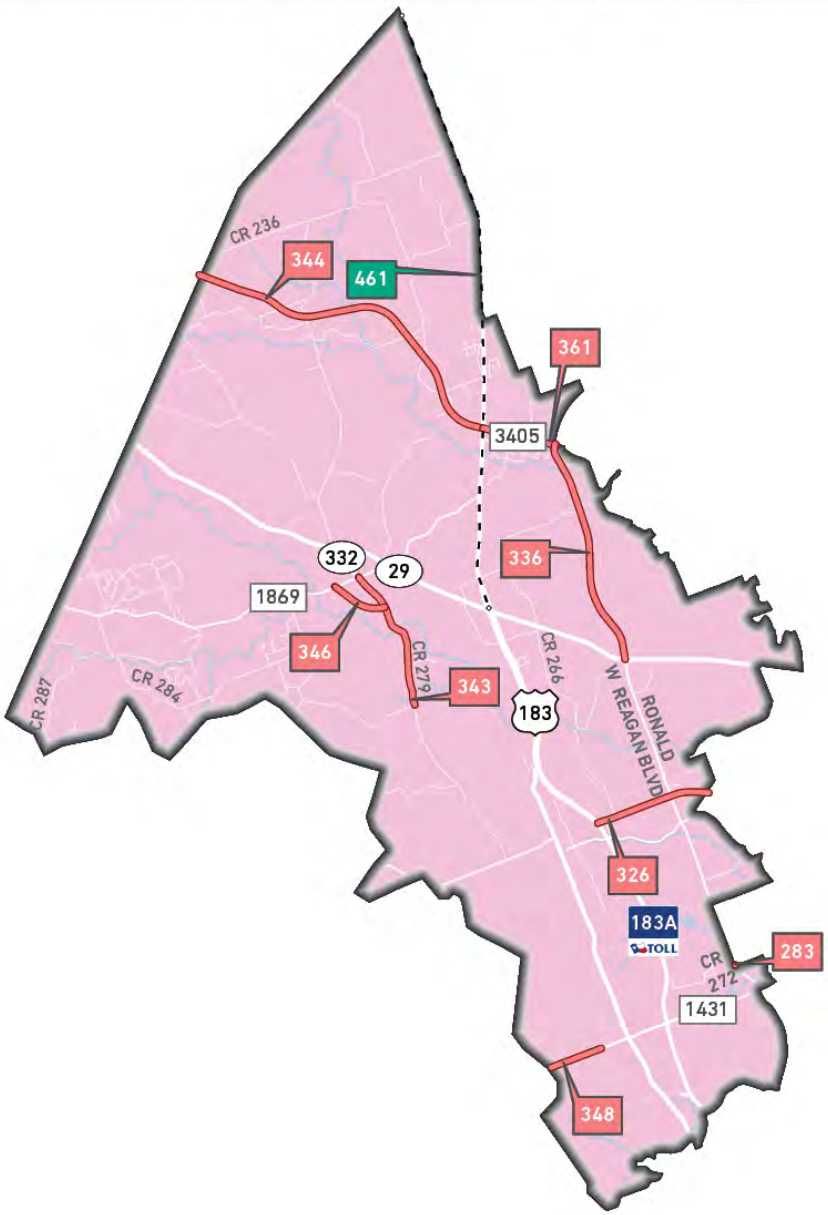



### In Design
277 CR 258 Extension (US 183 to Sunset Ridge Drive)
326 RM 2243 Realignment (183A to Garey Park)
336 Ronald Reagan Boulevard Widening (SH 29 to FM 3405)

### Under Construction/Bidding
285c CR 200 (CMTA Railroad to CR 201)

### Completed/Open to Traffic
242 Little Elm Trail (Lakeline Boulevard to US 183)
256 CR 258 (Sunset Ridge to Reagan Boulevard)
271 Seward Junction Southeast (US 183 at CR 259 to SH 29 at CR 266)
274 Seward Junction Southwest (SH 29 at CR 213 to US 183 at CR 259)
282 New Hope Drive Phase 1 (Cottonwood Creek Trail to Ronald Reagan Boulevard)
285 CR 200 Study and Schematic (SH 29 to CR 236)
285a SH 29 Intersection at CR 200/Loop 332
285b CR 200 at Bold Sundown Left Turn Lane
293 Kauffman Loop Phase 1 - Two Lanes (northeast quadrant of Reagan at SH 29)
314 Old 2243/Hero Way West (Lakeline Boulevard to west of US 183)
317 Bagdad Road North (Collaborative Way to RM 2243)
318 Anderson Mill Road (Gaspar Bend to RM 1431)
328 Ronald Reagan at Santa Rita
336a Ronald Reagan Boulevard Widening & Temp Signals at Santa Rita Boulevard
438 Bagdad Road (CR 279) at CR 278 (River Ranch County Park Road)
439 San Gabriel Ranch Road Bridge at Lackey Creek

# 2019 ROAD BOND PROGRAM PROJECTS
## Precinct 2 - Commissioner Long




### In Design
283 New Hope Drive Extension Phase 2A (Ronald Reagan Boulevard to Sam Bass Road)
326 RM 2243 Realignment (US 183A to Garey Park)
336 Ronald Reagan Boulevard Widening (SH 29 to FM 3405)
343 Bagdad Road/CR 279 (Loop 332 to CR 281/Leander City Limits)
344 Corridor I2 (Burnet County Line to US 183)
346 Liberty Hill (SH 29) Bypass (RM 1869 to CR 279)
348 Whitestone Boulevard Widening (Bagdad Road to Anderson Mill Road)
361 Corridor I1 (FM 3405) (US 183 to Ronald Reagan Boulevard)

### Completed/Open to Traffic
461 Corridor F/US 183 (Williamson/Burnet County Line to SH 29)

**Seward Junction Improvements (SH 29 to CR 266 & CR 259 to SH 29)**
**Project No. 1812-282**

Original Contract Price = $13,270,258.10

| Letting | Award | Notice To Proceed | Begin Work | Substantial Completion | Completion Certificate | | Total Bid Days | Days Added | Total Days |
|---|---|---|---|---|---|---|---|---|---|
| 12/19/2018 | 3/5/2019 | 4/22/2019 | 5/2/2019 | 3/15/2021 | | | 600 | 84 | 684 |

| Invoice Number | Beginning Date | Ending Date | Days Charged | Current Invoice | Invoiced Total | Current Retainage | Total Retainage | % ($) Used | % Time Used |
|---|---|---|---|---|---|---|---|---|---|
| 1 | 5/2/2019 | 6/30/2019 | 60 | $1,138,506.71 | $1,138,506.71 | $126,500.75 | $126,500.75 | 10 | 9 |
| 2 | 7/1/2019 | 7/31/2019 | 31 | $900,193.70 | $2,038,700.41 | $100,021.52 | $226,522.27 | 18 | 13 |
| 3 | 8/1/2019 | 8/31/2019 | 31 | $500,440.00 | $2,539,140.41 | $55,604.44 | $282,126.71 | 22 | 18 |
| 4 | 9/1/2019 | 9/30/2019 | 30 | $781,187.35 | $3,320,327.76 | $86,798.60 | $368,925.31 | 29 | 22 |
| 5 | 10/1/2019 | 10/31/2019 | 31 | $629,436.02 | $3,949,763.78 | $69,937.33 | $438,862.64 | 34 | 27 |
| 6 | 11/1/2019 | 11/30/2019 | 30 | $278,357.53 | $4,228,121.31 | $30,928.62 | $469,791.26 | 37 | 31 |
| 7 | 12/1/2019 | 12/31/2019 | 31 | $499,295.12 | $4,727,416.43 | $55,477.23 | $525,268.49 | 41 | 36 |
| 8 | 1/1/2020 | 1/31/2020 | 31 | $507,587.04 | $5,235,003.47 | $56,398.56 | $581,667.05 | 45 | 40 |
| 9 | 2/1/2020 | 2/29/2020 | 29 | $495,830.37 | $5,730,833.84 | $55,092.26 | $636,759.31 | 50 | 44 |
| 10 | 3/1/2020 | 3/31/2020 | 31 | $1,495,940.26 | $7,226,774.10 | -$256,402.78 | $380,356.53 | 59 | 49 |
| 11 | 4/1/2020 | 4/30/2020 | 30 | $925,168.98 | $8,151,943.08 | $48,693.11 | $429,049.64 | 67 | 53 |
| 12 | 5/1/2020 | 5/31/2020 | 31 | $751,064.06 | $8,903,007.14 | $39,529.68 | $468,579.32 | 73 | 58 |
| 13 | 6/1/2020 | 6/30/2020 | 30 | $728,210.17 | $9,631,217.31 | $38,326.85 | $506,906.17 | 79 | 62 |
| 14 | 7/1/2020 | 7/31/2020 | 31 | $418,630.14 | $10,049,847.45 | $22,033.17 | $528,939.34 | 82 | 67 |
| 15 | 8/1/2020 | 8/31/2020 | 31 | $266,456.21 | $10,316,303.66 | $14,024.01 | $542,963.35 | 85 | 71 |
| 16 | 9/1/2020 | 9/30/2020 | 30 | $216,227.68 | $10,532,531.34 | $11,380.40 | $554,343.75 | 86 | 76 |
| 17 | 10/1/2020 | 10/31/2020 | 31 | $121,663.91 | $10,654,195.25 | $6,403.38 | $560,747.13 | 87 | 80 |
| 18 | 11/1/2020 | 11/30/2020 | 30 | $386,714.53 | $11,040,909.78 | $20,353.38 | $581,100.51 | 91 | 85 |
| 19 | 12/1/2020 | 12/31/2020 | 31 | $188,106.89 | $11,229,016.67 | $9,900.37 | $591,000.88 | 92 | 89 |
| 20 | 1/1/2021 | 1/31/2021 | 31 | $110,227.19 | $11,339,243.86 | $5,801.43 | $596,802.31 | 93 | 94 |
| 21 | 2/1/2021 | 2/28/2021 | 28 | $371,751.27 | $11,710,995.13 | $19,565.85 | $616,368.16 | 96 | 98 |
| 22 | 3/1/2021 | 3/31/2021 | 15 | $167,168.32 | $11,878,163.45 | $8,798.34 | $625,166.50 | 97 | 100 |
| 23 | 4/1/2021 | 4/30/2021 | 0 | $488,109.50 | $12,366,272.95 | -$372,793.58 | $252,372.92 | 98 | 100 |
| 24 | 5/1/2021 | 5/31/2021 | 0 | $3,507.27 | $12,369,780.22 | $71.57 | $252,444.49 | 98 | 100 |
| 25 | 6/1/2021 | 6/30/1931 | 0 | $7,239.36 | $12,377,019.58 | $147.75 | $252,592.24 | 98 | 100 |
| 26 | 7/1/2021 | 8/31/2021 | 0 | $16,577.12 | $12,393,596.70 | $338.30 | $252,930.54 | 98 | 100 |
| 27 | 9/1/2021 | 12/31/2021 | 0 | $67,554.57 | $12,461,151.27 | $1,378.67 | $254,309.21 | 99 | 100 |

3/31/2022 Comments - Awaiting spring grass growth before processing Certificate of Completion.
4/14/2021 Comments - Substantial Completion was achieved on 3/15/2021.

| Change Order Number | Approved | Cost This CO | Total COs |
|---|---|---|---|
| 01 | 2/28/2020 | $112,306.36 | $ 112,306.36 |

1A: Design Error or Omission. Incorrect PS&E. This change order revises items and quantities that were entered incorrectly or omitted in the bid tab for Seward Junction SW, Seward Junction SE and PEC Pond.

| Change Order Number | Approved | Cost This CO | Total COs |
|---|---|---|---|
| 02 | 6/16/2020 | $9,946.75 | $ 122,253.11 |

1A: Design Error or Omission. Incorrect PS&E. This Change Order adds a pay item to adjust existing manholes located within the ROW to match finish grade. The manholes are on the existing LCRA line that runs through the project. The manholes were shown in the plans but a bid item to cover the cost of the adjustments to these manholes were not included in the original plans.

| Change Order Number | Approved | Cost This CO | Total COs |
|---|---|---|---|
| 03 | 7/21/2020 | $3,372.67 | $ 125,625.78 |

2G: Differing Site Conditions (Unforeseeable). Unadjusted utility (unforeseeable). This Change Order compensates the Contractor for additional work to lower an existing wastewater line that is in conflict with the proposed driveway culvert located on CR 266 approximately 500 feet south of the SH 29 intersection on the east side of the roadway. The location of the line was not identified in the plans and the Contractor damaged the line while excavating for the driveway culvert. This work is located in the Seward Junction Southeast portion of the project.

| Change Order Number | Approved | Cost This CO | Total COs |
|---|---|---|---|
| 04 | 8/4/2020 | $17,647.04 | $ 143,272.82 |

2J: Differing Site Conditions (unforeseeable). Other. This Change Order adds Work Zone Pavement Mark Removeable pay items to the contract. The plans included Work Zone Pavement Mark Non-Removeable items that worked with the asphalt pavement section. Since the roadway is concrete paving, Work Zone Pavement Mark Removeable items needed to be added for the different phases and traffic switches called for in the plans. This applies to the Seward Junction Southeast portion of the project.

| Change Order Number | Approved | Cost This CO | Total COs |
|---|---|---|---|
| 05 | 8/4/2020 | $272,222.65 | $ 415,495.47 |

2G: Differing Site Conditions (Unforeseeable). Unadjusted utility (unforeseeable). This Change Order compensates the Contractor for additional work to install a new 6" and a new 8" wastewater line, a new 6" water line, and remove an existing wastewater vault that has been abandoned. The installation of the new underground utilities are necessary because the existing lines are in conflict with the proposed construction at the intersection of SH 29 and Seward Junction Southwest. The utilities belong to the City of Liberty Hill.

| Change Order Number | Approved | Cost This CO | Total COs |
|---|---|---|---|
| 06 | 10/6/2020 | $681.04 | $ 416,176.51 |

2C: Differing Site Conditions (unforeseeable) New development (conditions changing after PS&E completed). This Change Order adds the latest Guardrail End Treatment (MSKT) standard to the contract. 2E: Differing Site Conditions. Miscellaneous difference in site conditions (unforeseeable)(Item 9). This Change Order adds work to extend a storm sewer pipe, revises the slope on some SET's from 4:1 to 3:1 (RFI 28), due to a change in the PGL of the roadway. A pipe underdrain system was added to the contract to address groundwater encountered during construction of the roadway (RFI #29). Construction Exit items that were not used on the project were deleted from the contract. This Change Order is for work in the Southeast portion of the project.

| Change Order Number | Approved | Cost This CO | Total COs |
|---|---|---|---|
| 07 | 2/2/2021 | $194,882.66 | $ 611,059.17 |

3F: County Convenience. Additional work desired by the County. This Change Order adds the reconstruction of a 500' portion of CR 260 from SH 29 to Terra del sol Parkway to the contract at the request of Williamson County.

| Change Order Number | Approved | Cost This CO | Total COs |
|---|---|---|---|
| 08 | 5/4/2021 | $91,592.30 | $ 702,651.47 |

Revisions and balancing of asphalt items.

| Change Order Number | Approved | Cost This CO | Total COs |
|---|---|---|---|
| 09 | 5/18/2021 | ($11,573.93) | $ 691,077.54 |

Revisions and balancing of striping items.

| Change Order Number | Approved | Cost This CO | Total COs |
|---|---|---|---|
| 10 | 8/17/2021 | $43,291.29 | $ 734,368.83 |

2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable). This Change Order provides the final balancing for the overrun/underrun of Contract quantities for the small signs on the project as a result of addressing field conditions not accounted for in the original plans. 2I. Additional safety needs (unforeseeable): Small signs have been added to the project to provide additional safety measures.

| Change Order Number | Approved | Cost This CO | Total COs |
|---|---|---|---|
| 11 | 12/15/2021 | $68,933.28 | $ 803,302.11 |

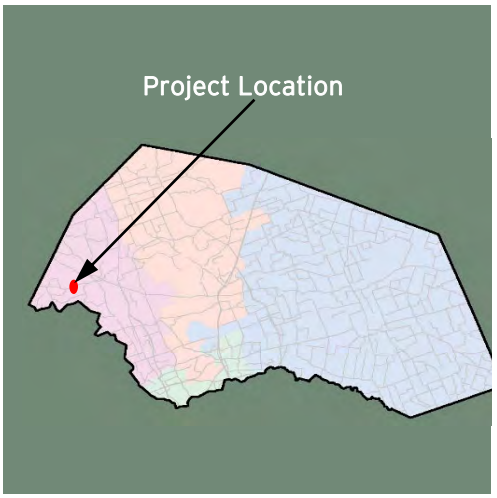
Insert Reason

2G. Differing Site Conditions. Unadjusted utility (unforeseeable): This Change Order compensates the Contractor for the cost of overhead for the 24 days added to the contract time for the relocation of Liberty Hill water lines along SH 29. The cost of the work was added in Change Order 5 and the time was added in Change Order 10. The time impact of the additional work was not known at the time the cost of the work was negotiated.

| Change Order Number | Approved | Cost This CO | Total COs |
|---|---|---|---|
| 12 | 2/1/2022 | -1,234,080.84 | -430,778.73 |

2E: Differing Site Condition (Unforeseeable). Miscellaneous difference in site condition (unforseeable).

Adjusted Price = $12,839,479.37




**CR 200 Reconstruction**
(North of SH 29 to South of CR 201)

Project Length: .947 Miles
Roadway Classification: Rural Collector

Project Schedule: November 2021 - September 2022
Estimated Construction Cost: $4.9 Million

## MARCH 2022 IN REVIEW

3/4/2022: Smith Contracting continued processing flexible base along CR 200. Smith continued to place topsoil in the western ditch south of Bridget Circle. The contractor formed and poured curb and gutter at the Sundance Ranch entrance. Crews installed a new fire hydrant at Clark Place.

3/11/2022: Smith Contracting continued to place topsoil in the eastern ditch north of Sundance Ranch entrance and at the north end of the project. The contractor formed and poured concrete riprap in the eastern ditch north of the Sundance Ranch entrance. Subcontractor Lone Star Paving applied prime on finished flexible base in preparation for underseal and paving operations.

3/18/2022: Smith Contracting maintained one-way traffic control during seal coat placement, asphalt paving and striping operations. Subcontractor Lone Star Paving placed seal coat and paved asphalt. Subcontractor DIJ striped the east side of CR 200 at the north end of the project.

3/25/2022: Smith Contracting finished removing existing pavement on the west side of CR 200 between Clark Place and Bridget Circle. Crews closed the intersection of Clark Place and CR 200 to allow for reconstruction.

Design Engineer: Jones & Carter
Contractor: M.A. Smith Contracting
Construction Observation:
Bruce Thurin, HNTB

**Williamson County**
**Road Bond Program**

HNTB

**CR 200 Reconstruction**
**Project No. T5023**

Original Contract Price = $4,975,515.09

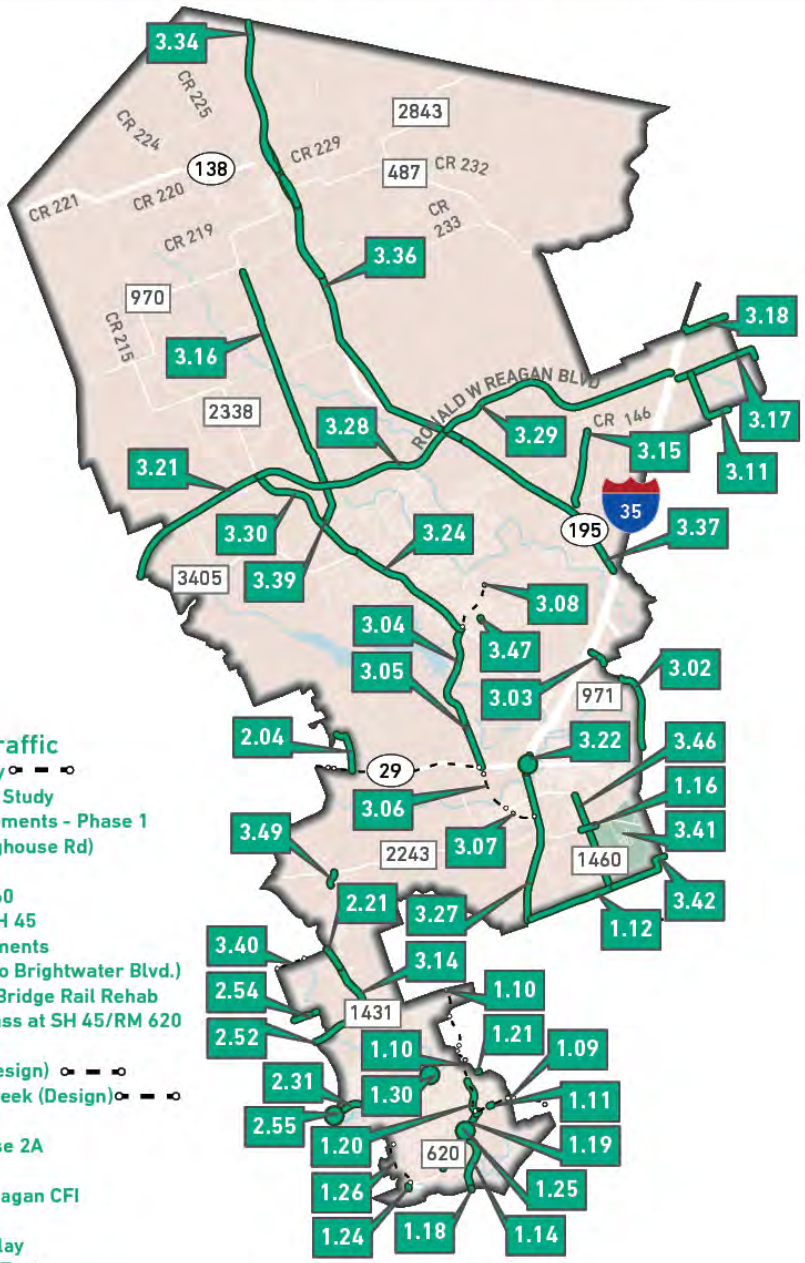
| Letting | Award | Notice To Proceed | Begin Work | Substantial Completion | Completion Certificate | | Total Bid Days | Days Added | Total Days |
|---|---|---|---|---|---|---|---|---|---|
| 9/8/2021 | 9/30/2021 | 11/15/2021 | 11/25/2021 | | | | 308 | | 308 |

| Invoice Number | Beginning Date | Ending Date | Days Charged | Current Invoice | Invoiced Total | Current Retainage | Total Retainage | % ($) Used | % Time Used |
|---|---|---|---|---|---|---|---|---|---|
| 1 | 11/15/2021 | 12/3/2021 | 19 | $322,884.45 | $322,884.45 | $35,876.05 | $35,876.05 | 7 | 6 |
| 2 | 12/4/2021 | 12/31/2021 | 28 | $243,429.75 | $566,314.20 | $27,047.75 | $62,923.80 | 13 | 15 |
| 3 | 1/1/2022 | 1/28/2022 | 28 | $322,421.76 | $888,735.96 | $35,824.64 | $35,824.64 | 20 | 24 |
| 4 | 1/29/2022 | 2/28/2022 | 31 | $522,074.39 | $522,074.39 | $58,008.27 | $58,008.27 | 32 | 34 |

9/30/2021 Comments - Notice to Proceed on 11/15/21 with time charges beginning 11/25/21.

Adjusted Price = $4,975,515.09

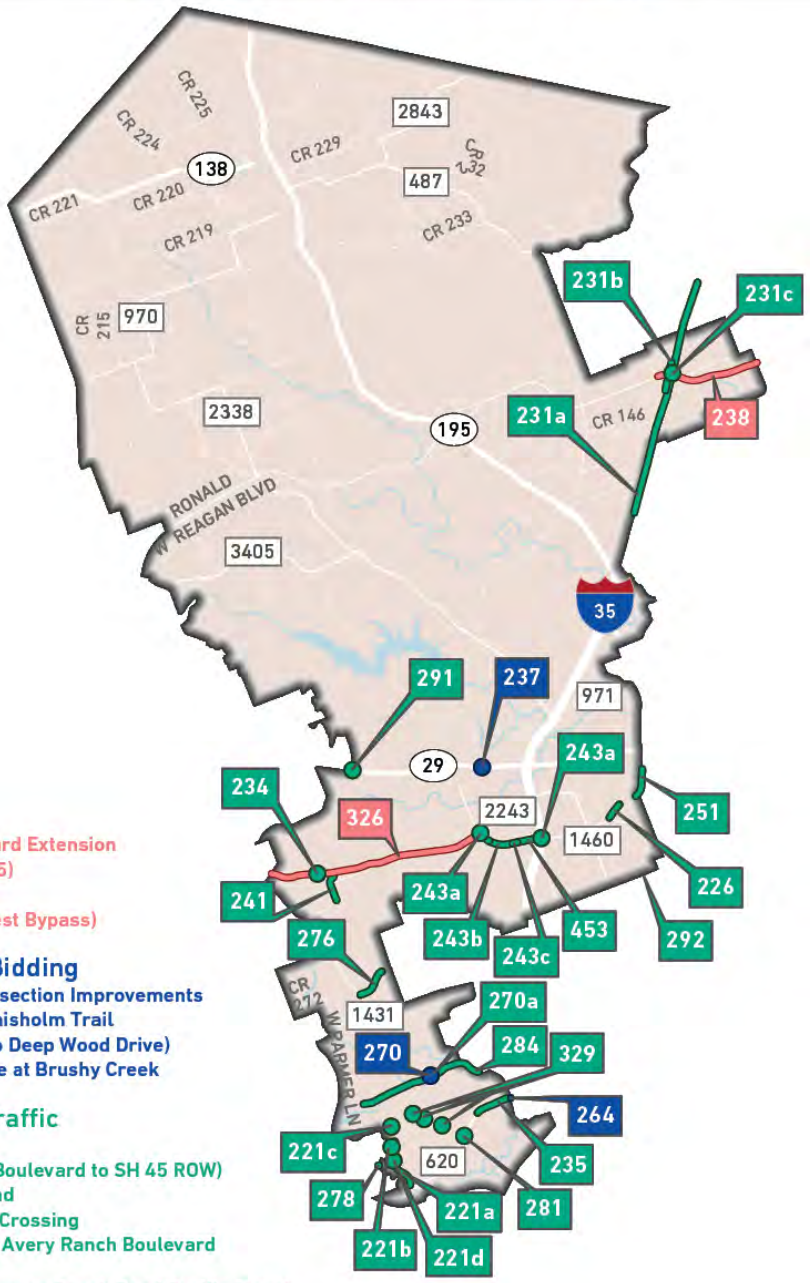
# 2000/2006 Road Bond Program Projects
# Precinct 3 - Commissioner Covey




## Completed/Open to Traffic

1.09 RM 620 Feasibility Study
1.10 Wyoming Springs North Study
1.11 RM 620 Interim Improvements - Phase 1
1.12 CR 111/CR 105 (Westinghouse Rd)
1.14 O'Connor Extension
1.16 SE Inner Loop at FM 1460
1.18 O'Connor Overpass at SH 45
1.19 RM 620 Safety Improvements
1.20 Wyoming Springs (620 to Brightwater Blvd.)
1.21 CR 174 (Hairy Man Rd.) Bridge Rail Rehab
1.24 Pearson Ranch Underpass at SH 45/RM 620
1.25 King of Kings Crossing
1.26 Pearson Ranch Road (Design)
1.30 Great Oaks at Brushy Creek (Design)
2.04 Cedar Hollow at SH 29
2.21 CR 175 Extension - Phase 2A
2.31 Brushy Creek Road
2.52 RM 1431 at Parmer / Reagan CFI
2.54 CR 272 Overlay
2.55 Brushy Creek East Overlay
3.02 Georgetown Inner Loop East
3.03 Georgetown Inner Loop East Extension
3.04 Georgetown Inner Loop - Project 1
3.05 Georgetown Inner Loop - Project 2
3.06 Georgetown Inner Loop - Project 3 Study
3.07 Georgetown Inner Loop - Project 4 Study
3.08 Georgetown Inner Loop - Project 5 Study
3.11 CR 145
3.14 CR 175
3.15 CR 234
3.16 CR 245
3.17 CR 311
3.18 CR 314
3.21 Ronald W. Reagan North - Phase 2
3.22 IH 35 at SH 29 Turnarounds (PTF)
3.24 Williams Drive (RM 2338)
3.27 IH 35 Northbound Frontage Rd. and Ramps
3.28 Ronald W. Reagan North - Phase 3
3.29 Ronald W. Reagan North - Phase 4
3.30 RM 2338 (PTF)
3.34 SH 195 Project 1
3.36 SH 195 Project 2
3.37 SH 195 Project 3
3.39 CR 245 Realignment
3.40 CR 179
3.41 CR 110 / Arterial A Study (design)
3.42 CR 111 / CR 105 Westinghouse Rd. (FM 1460 to SH 130) (Design)
3.46 FM 1460 North
3.47 Madrid Drive Extension
3.49 CR 176 At RM 2243 - Intersection/Safety Improvements

# 2013 ROAD BOND PROGRAM PROJECTS
## Precinct 3 - Commissioner Covey

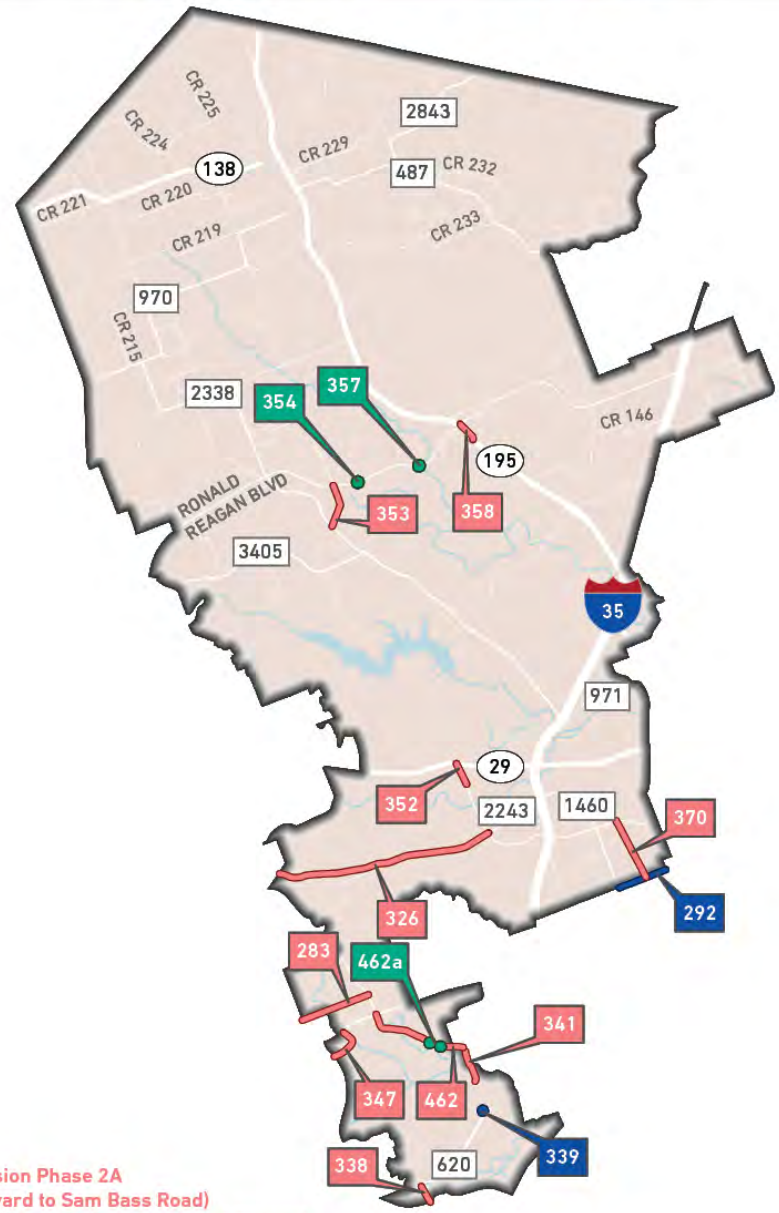



### In Design
238 Ronald Reagan Boulevard Extension Planning (IH 35 to SH 95)
326 RM 2243 Realignment (Garey Park to Southwest Bypass)

### Under Construction/Bidding
237 SH 29 at DB Wood Intersection Improvements
264 RM 620 at Railroad / Chisholm Trail (IH 35 Frontage Road to Deep Wood Drive)
270 Great Oaks Drive Bridge at Brushy Creek

### Completed/Open to Traffic
221a Pearson Ranch Road (South of Avery Ranch Boulevard to SH 45 ROW)
221b Pearson Ranch Road and Iveans Way Pedestrian Crossing
221c Pearson Ranch Road at Avery Ranch Boulevard Traffic Signal
221d Neenah Avenue and Pearson Ranch Road Traffic Signal
226 Inner Loop Safety Improvements (LTL at Wilco Way)
231a IH 35 Ramp Reversal and Frontage Road Conversion (FM 972 to CR 312)
231b Relocation of 48" Williamson County Regional Raw Waterline - Line B
231c Ronald Reagan Boulevard at IH 35 Bridge Replacement
234 RM 2243 at Escalera Parkway (Intersection Improvements)
235 RM 620 Phase 2 (Wyoming Springs to Deep Wood Drive)
241 CR 176 at RM 2243 Intersection (Safety Improvements)
243a Southwest Bypass Driveways
243b Southwest Bypass Access Route
243c Southwest Bypass Segment 2 (Southbound IH 35 to RM 2243)
251 Inner Loop Safety Improvements (LTL at Central Maintenance Facility)
270a Great Oaks Drive Waterline Relocations
276 Arterial H Extension Phase 1 (CR 175 to Massey Way)
278 Neenah Avenue Widening (Olive Hill Drive to 0.5 miles east of Olive Hill Drive)
281 O'Connor Drive North of RM 620 Traffic Study and Safety Improvements
284 Hairy Man Road/Brushy Creek Road Safety Improvements (Brushy Bend to Sam Bass Road)
291 SH 29 at Cedar Hollow (Intersection Improvements)
292 Westinghouse Road / CR 111 / CR 105 (FM 1460 to SH 130)
329 O'Connor Drive Traffic Signals (Morgan Hill, Great Oaks and Liberty Walk Intersections)
453 Southwest Bypass Segment 1 (Southbound IH 35 to 0.5 miles west)

# 2019 ROAD BOND PROGRAM PROJECTS
## Precinct 3 - Commissioner Covey




### In Design
283 New Hope Drive Extension Phase 2A (Ronald Reagan Boulevard to Sam Bass Road)
326 RM 2243 Realignment (Garey Park to Southwest Bypass)
338 RM 620/SH 45 intersection to McNeil Road
341 Wyoming Springs Extension (Brightwater Boulevard/Creek Bend to Sam Bass Road)
347 Toro Grande Boulevard Extension (Whitestone Boulevard to Parmer Lane)
352 Southwest Bypass Extension (SH 29 to Wolf Ranch Parkway)
353 CR 245 (North of RM 2338 to Ronald Reagan Boulevard)
358 SH 195 at Ronald Reagan Boulevard
370 MoKan (Georgetown Inner Loop to University Boulevard)
462 Corridor H/Sam Bass Road (RM 1431 to Wyoming Springs Drive)

### Under Construction/Bidding
292 CR111/CR105 Westinghouse (FM 1460 to SH 130)
339 Wyoming Springs Intersection Improvements (At Smyers Lane)

### Completed/Open to Traffic
354 Ronald Reagan at Silver Spur Boulevard
357 Ronald Reagan at Sun City Boulevard
462a Corridor H/Sam Bass Road Interim Traffic Signals (Walsh Ranch Boulevard and Great Oaks Drive Intersections)

**CR 176 at RM 2243 (RM 2243 at Parkside Parkway)**

**Project No. 1901-285** Original Contract Price = $2,447,560.00

| Letting | Award | Notice To Proceed | Begin Work | Substantial Completion | Completion Certificate | | Total Bid Days | Days Added | Total Days |
|---|---|---|---|---|---|---|---|---|---|
| 1/8/2019 | 3/26/2019 | 7/26/2019 | 8/5/2019 | 7/10/2020 | 10/15/2020 | | 229 | 225 | 454 |

| Invoice Number | Beginning Date | Ending Date | Days Charged | Current Invoice | Invoiced Total | Current Retainage | Total Retainage | % ($) Used | % Time Used |
|---|---|---|---|---|---|---|---|---|---|
| 1 | 8/5/2019 | 8/7/2019 | 3 | $72,005.40 | $72,005.40 | $8,000.60 | $8,000.60 | 3 | 1 |
| 2 | 8/8/2019 | 8/31/2019 | 24 | $182,903.40 | $254,908.80 | $20,322.60 | $28,323.20 | 10 | 6 |
| 3 | 9/1/2019 | 9/30/2019 | 30 | $256,030.43 | $510,939.23 | $28,447.83 | $56,771.03 | 20 | 13 |
| 4 | 10/1/2019 | 10/31/2019 | 31 | $404,602.62 | $915,541.85 | $44,955.84 | $101,726.87 | 37 | 19 |
| 5 | 11/1/2019 | 11/30/2019 | 30 | $172,401.65 | $1,087,943.50 | $19,155.74 | $120,882.61 | 44 | 26 |
| 6 | 12/1/2019 | 12/31/2019 | 31 | $49,862.16 | $1,137,805.66 | $5,540.24 | $126,422.85 | 46 | 33 |
| 7 | 1/1/2020 | 1/31/2020 | 31 | $4,983.70 | $1,142,789.36 | $553.75 | $126,976.60 | 46 | 40 |
| 8 | 2/1/2020 | 2/29/2020 | 29 | $350,483.90 | $1,493,273.26 | -$48,383.27 | $78,593.33 | 57 | 46 |
| 9 | 3/1/2020 | 3/31/2020 | 31 | $148,264.69 | $1,641,537.95 | $7,803.40 | $86,396.73 | 62 | 53 |
| 10 | 4/1/2020 | 4/30/2020 | 30 | $232,512.45 | $1,874,050.40 | $12,237.50 | $98,634.23 | 71 | 59 |
| 11 | 5/1/2020 | 5/31/2020 | 31 | $20,527.25 | $1,894,577.65 | $1,080.38 | $99,714.61 | 72 | 66 |
| 12 | 6/1/2020 | 6/30/2020 | 30 | $239,695.54 | $2,134,273.19 | $12,615.56 | $112,330.17 | 81 | 73 |
| 13 | 7/1/2020 | 7/31/2020 | 10 | $32,529.38 | $2,166,802.57 | $1,712.07 | $114,042.24 | 82 | 75 |
| 14 | 8/1/2020 | 8/31/2020 | 0 | $40,322.75 | $2,207,125.32 | $2,122.25 | $116,164.49 | 84 | 75 |
| 15 | 9/1/2020 | 9/30/2020 | 30 | $162,165.00 | $2,369,290.32 | $8,535.00 | $124,699.49 | 90 | 82 |
| 16 | 10/1/2020 | 10/31/2020 | 31 | $227,976.42 | $2,597,266.74 | $11,998.76 | $136,698.25 | 99 | 89 |
| 17 | 11/1/2020 | 11/30/2020 | 30 | $1,839.00 | $2,599,105.74 | $96.79 | $136,795.04 | 99 | 95 |
| 18 | 12/1/2020 | 4/30/2021 | 151 | $72,022.21 | $2,671,127.95 | -$82,282.22 | $54,512.82 | 98 | 128 |
| 19 | 5/1/2021 | 12/31/2021 | 245 | $101,886.90 | $2,773,014.85 | -$54,512.82 | $0.00 | 100 | 182 |

3/31/2022 Comments - Processed Final Balancing Change Order. Certificate of Acceptance will be issued once final documentation is received.

.

| Change Order Number | Approved | Cost This CO | Total COs |
|---|---|---|---|
| 01 | 12/17/2019 | $208,869.67 | $ 208,869.67 |

4B: Third Party Accommodation. Third party requested work. This Change Order adds relocation of the existing Brushy Creek Municipal Utility District (BCMUD) water line along CR 176 and revises the City of Georgetown water line relocations on the project.

| Change Order Number | Approved | Cost This CO | Total COs |
|---|---|---|---|
| 02 | 6/16/2020 | $63,776.63 | $ 272,646.30 |

3F: County Convenience. Additional work desired by the County. This Change Order adds various items of work to the contract, including: removal of an existing driveway, a mail box turnout, a pedestrian curb ramp, wire mesh fencing and gates, realigns a ditch to improve drainage, widens driveway radii, water pumping, storm sewer pipe and safety end treatments at a driveway and milling of asphalt on RM 2243. 2E: County Convenience. Differing site conditions. Miscellaneous difference in site condition (unforeseeable). This change order compensates the contractor for work necessary to find the existing cave and removes a driveway along RM 2243 that was constructed before the job started and not addressed in the plans.

| Change Order Number | Approved | Cost This CO | Total COs |
|---|---|---|---|
| 03 | 8/4/2020 | ($204,858.75) | $ 67,787.55 |

2E: Differing Site Conditions. Miscellaneous difference in site conditions (unforeseeable). This Change Order deletes the quantity for Item 162 Mulch Topdressing and Items 260 related to the Lime Treated Subgrade. The Contractor was able to salvage high quality topsoil from the project limits and reuse that material on the final project. The topsoil used did not require the addition of mulch to establish vegetation or prevent erosion. The Lime Treated Subgrade items were deleted due to the high quality of existing material encountered at subgrade elevation. Lab testing determined that the existing material contained a low enough PI that lime treatment of the subgrade was not necessary.

| Change Order Number | Approved | Cost This CO | Total COs |
|---|---|---|---|
| 04 | 8/4/2020 | $452,885.58 | $ 520,673.13 |

3F: County Convenience. Additional work desired by the County. This Change Order adds a Shared Use Path to (SUP) the project at the request of the County. The path extends from RM 2243 (Leander Road) to CR 176 and is located along the west right of way. The SUP required a pedestrian crossing of Parkside Parkway on the south end of the project.

| Change Order Number | Approved | Cost This CO | Total COs |
|---|---|---|---|
| 05 | 12/15/2021 | ($184,400.43) | $ 336,272.70 |

2E: Differing Site Conditions. Miscellaneous difference in site conditions (unforeseeable). This Change Order provides the final balancing for the overrun/underrun of Contract quantities on the project as a result of addressing field conditions not accounted for in the original plans and adds 165 days to contract for delays associated with obtaining the TCEQ permit for work north of RM 2243.

| Change Order Number | Approved | Cost This CO | Total COs |
|---|---|---|---|
| 06 | 3/2/2022 | ($10,766.76) | $ 325,505.94 |

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

Adjusted Price = $2,773,065.94

**Ronald Reagan at Silver Spur / Ronald Reagan at Sun City Intersections (Intersection Improvementst)**

**Project No. T1873** Original Contract Price = $875,350.00

| Letting | Award | Notice To Proceed | Begin Work | Substantial Completion | Completion Certificate | | Total Bid Days | Days Added | Total Days |
|---|---|---|---|---|---|---|---|---|---|
| 10/6/2020 | 10/13/2020 | 11/24/2020 | 12/8/2020 | 6/11/2021 | 1/12/2022 | | 142 | 44 | 186 |

| Invoice Number | Beginning Date | Ending Date | Days Charged | Current Invoice | Invoiced Total | Current Retainage | Total Retainage | % ($) Used | % Time Used |
|---|---|---|---|---|---|---|---|---|---|
| 1 | 12/8/2020 | 12/30/2020 | 23 | $107,172.03 | $107,172.03 | $11,908.00 | $11,908.00 | 14 | 12 |
| 2 | 12/31/2020 | 1/31/2021 | 32 | $56,797.20 | $163,969.23 | $6,310.80 | $18,218.80 | 22 | 30 |
| 3 | 2/1/2021 | 3/31/2021 | 59 | $64,033.20 | $228,002.43 | $7,114.80 | $25,333.60 | 30 | 61 |
| 4 | 4/1/2021 | 5/31/2021 | 61 | $420,254.52 | $648,256.95 | $46,694.95 | $72,028.55 | 85 | 94 |
| 5 | 5/31/2021 | 6/25/2021 | 11 | $111,305.55 | $759,562.50 | -$32,051.58 | $39,976.97 | 95 | 100 |
| 6 | 6/26/2021 | 8/10/2021 | 0 | $64,572.29 | $824,134.79 | -$23,157.89 | $16,819.08 | 99 | 100 |

3/31/2022 Comments - Processed Final Balancing Change Order. Certificate of Acceptance will be issued once final documentation is received.

.

| Change Order Number | Approved | Cost This CO | Total COs |
|---|---|---|---|
| 01 | 11/9/2021 | -$29,746.06 | $ (29,746.06) |

2E: Differing Site Conditions(unforeseeable). This Change Order provides the final balancing for the overrun/underrun of Contract quantities on the project as a result of addressing field conditions not accounted for in the original plans. 2C: Differing Site Conditions. This Change Order adds new items to the contract to pay the Contractor for additional work. The added work includes, removing and replacing an existing flashing beacon assembly, milling and overlaying Silver Spu to maintain the existing profile and placing block sod in the center median of Silver Spur.

Adjusted Price = $845,603.94

**O'Connor Traffic Signals**
**Project No. 1907-333**

Original Contract Price = $853,503.50

| Letting | Award | Notice To Proceed | Begin Work | Substantial Completion | Completion Certificate | | Total Bid Days | Days Added | Total Days |
|---|---|---|---|---|---|---|---|---|---|
| 8/20/2019 | 9/17/2020 | 10/3/2019 | 6/8/2020 | 11/9/2021 | | | 210 | 0 | 210 |

| Invoice Number | Beginning Date | Ending Date | Days Charged | Current Invoice | Invoiced Total | Current Retainage | Total Retainage | % ($) Used | % Time Used |
|---|---|---|---|---|---|---|---|---|---|
| 1 | 6/8/2020 | 6/30/2020 | 23 | $91,850.40 | $91,850.40 | $10,205.60 | $10,205.60 | 10 | 11 |
| 2 | 7/1/2020 | 7/31/2020 | 31 | $56,002.50 | $147,852.90 | $6,222.50 | $16,428.10 | 16 | 26 |
| 3 | 8/1/2020 | 8/31/2020 | 31 | $80,984.74 | $228,837.64 | $8,998.30 | $25,426.40 | 25 | 40 |
| 4 | 9/1/2020 | 9/30/2020 | 30 | $41,649.50 | $270,487.14 | $4,627.73 | $30,054.13 | 29 | 55 |
| 5 | 10/1/2020 | 10/31/2020 | 31 | $78,278.28 | $348,765.42 | $8,697.58 | $38,751.71 | 38 | 70 |
| 6 | 11/1/2020 | 11/30/2020 | 30 | $24,011.05 | $372,776.47 | $2,667.90 | $41,419.61 | 41 | 84 |
| 7 | 12/1/2020 | 12/31/2020 | 31 | $68,702.27 | $441,478.74 | $7,633.58 | $49,053.19 | 48 | 99 |
| 8 | 1/1/2021 | 1/31/2021 | 31 | $23,573.00 | $465,051.74 | $2,619.23 | $51,672.42 | 51 | 113 |
| 9 | 2/1/2021 | 2/28/2021 | 28 | $45,381.37 | $510,433.11 | $5,042.37 | $56,714.79 | 55 | 127 |
| 10 | 3/1/2021 | 3/31/2021 | 31 | $40,240.96 | $550,674.07 | $4,471.22 | $61,186.01 | 60 | 141 |
| 11 | 4/1/2021 | 4/30/2021 | 30 | $80,966.81 | $631,640.88 | -$27,941.75 | $33,244.26 | 65 | 156 |
| 12 | 5/1/2021 | 5/31/2021 | 31 | $60,507.88 | $692,148.76 | $3,184.62 | $36,428.88 | 71 | 170 |
| 13 | 6/1/2021 | 6/30/2021 | 30 | $45,123.57 | $737,272.33 | $2,374.93 | $38,803.81 | 76 | 185 |
| 14 | 7/1/2021 | 8/31/2021 | 62 | $15,444.63 | $752,716.96 | $812.87 | $39,616.68 | 78 | 214 |
| 15 | 9/1/2021 | 9/30/2021 | 30 | $124,610.42 | $877,327.38 | $6,558.44 | $46,175.12 | 90 | 229 |
| 16 | 10/1/2021 | 10/31/2021 | 31 | $33,263.30 | $910,590.68 | $1,750.70 | $47,925.82 | 94 | 243 |

3/31/2022 Comments - Coordination with bonding company to complete remaining striping items continues.

| Change Order Number | Approved | Cost This CO | Total COs |
|---|---|---|---|
| 01 | 9/29/2020 | $19,683.04 | $ 19,683.04 |

2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable). This Change Order adds a new item to compensate the Contractor for extra work to install conduit crossings via open-cut method and to repair storm sewer pipes that were damaged while attempting directional drilling. This Change Order also subtracts bid quantities for conduit items that will not be used at Liberty Walk intersection after switching to open-cut method.

| Change Order Number | Approved | Cost This CO | Total COs |
|---|---|---|---|
| 02 | 10/6/2020 | $33,656.00 | $ 53,339.04 |

2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable). This Change Order changes the method of construction from directional boring to open trenching for the installation of conduits under the existing roadway for the signals at the intersection of O'Connor Drive and Great Oaks Drive. This change in the method of construction was necessary due to the location of existing utilities within the right of way and in the roadway. To accommodate the open cut trench method, the designer changed the conduit from 2 - 3" and 1 - 2" conduits to 4 - 2" conduits. The conduit run equals approximately 300 feet and this change order adds an additional 2" run to the project, totaling 1200 linear feet. This Change Order also adds a new Force Account item to pay for off-duty police officers and vehicles for traffic control during open trenching operations at the Great Oaks and Morgan Hill intersections.

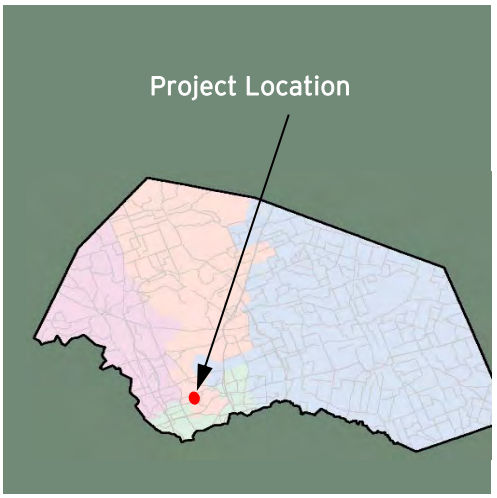
| Change Order Number | Approved | Cost This CO | Total COs |
|---|---|---|---|
| 3 | 2/9/2021 | $ 77,716.34 | 131,055.38 |

2G: Differing Site Conditions (unforeseeable). Unadjusted utility (unforeseeable). This Change Order adds various changes to the project, including; additional cost to complete installation conduits at Liberty Walk and Morgan Hill intersections due to various utility conflicts, the additional cost to replace curb and gutter that was removed in order to install conduit crossings via “open-cut” method at all three intersections, and the additional cost of maintaining project perimeter signs and barricades due to a project delay caused by working around existing utilities. 4B: Third Party Accommodation. Third party requested work. This Change Order adds a pay item for the additional cost to relocate the controller pad at Liberty Walk intersection.

| Change Order Number | Approved | Cost This CO | Total COs |
|---|---|---|---|
| 4 | 8/21 | $ 37,546.50 | 168,601.88 |

Differing Site Conditions (unforeseeable). Unadjusted utility (unforeseeable). This Change Order provides for the balancing of overruns of various Contract quantities on the project as a result of addressing field conditions not accounted for in the original plans. 4B: Third Party Accommodation. Third party requested work. This Change Order provides for the balancing of overruns to conduit, wire and cable due to the relocation of the signal controller at Liberty Walk. (Item added in Change Order #3 to relocate signal controller foundation at Liberty Walk).

Adjusted Price = $1,022,105.38




**Great Oaks Drive Bridge at Brushy Creek**
(Along Great Oaks Drive from Brightwater Blvd to Oak Ridge Drive)

Project Length: 0.191 Miles
Roadway Classification: Major Collector

Project Schedule: September 2021 - Early 2023
Estimated Construction Cost: $10.6 Million

## MARCH 2022 IN REVIEW

3/4/2022: DeNucci Constructors formed and poured a portion of the trail on the southeast corner of the project. Subcontractor Beaird Drilling drilled and poured the shaft for the traffic signal pole on the southwest corner of the bridge. Grande and Spectrum Communications completed their utility relocations just north of Abutment 1.

3/11/2022: DeNucci Constructors formed and poured the ground leveling pad for portions of retaining Wall 2. Subcontractor Greater Austin removed the forms and applied the surface finish to the bridge cap at Bent 2.

3/18/2022: DeNucci Constructors began removing the forms from the retaining wall leveling pad of Wall 2. DeNucci installed mechanically stabilized earth (MSE) retaining wall straps and backfill at walls 3C, 3L and a portion of 3R. The contractor also installed the inlet at Wall 3R, near Abutment 1.

3/25/2022: DeNucci continued installing mechanically stabilized earth (MSE) retaining wall panels, straps and backfill at wall 3L and began to set MSE panels on Wall 2R. Subcontractor Greater Austin placed steel and forms for the bridge cap at Abutment 1.

Design Engineer: P.E. Structural
Contractor: DeNucci Constructors
Construction Observation:
Tracy Cooper, HNTB

**Williamson County**
**Road Bond Program**

HNTB

**Great Oaks Drive Improvements at Brushy Creek**
**Project No. T4327**

Original Contract Price = $10,580,634.11

| Letting | Award | Notice To Proceed | Begin Work | Substantial Completion | Completion Certificate | Total Bid Days | Days Added | Total Days |
|---|---|---|---|---|---|---|---|---|
| 6/30/2021 | 8/3/2021 | 9/3/2021 | 9/13/2021 | | | 585 | | 585 |

| Invoice Number | Beginning Date | Ending Date | Days Charged | Current Invoice | Invoiced Total | Current Retainage | Total Retainage | % ($) Used | % Time Used |
|---|---|---|---|---|---|---|---|---|---|
| 1 | 9/13/2021 | 9/30/2021 | 18 | $299,881.08 | $299,881.08 | $33,320.12 | $33,320.12 | 3 | 3 |
| 2 | 10/1/2021 | 10/31/2021 | 31 | $305,937.90 | $605,818.98 | $33,993.10 | $67,313.22 | 6 | 8 |
| 3 | 11/1/2021 | 11/30/2021 | 30 | $353,916.66 | $959,735.64 | $39,324.07 | $106,637.29 | 10 | 14 |
| 4 | 12/1/2021 | 12/31/2021 | 31 | $323,378.73 | $1,283,114.37 | $35,930.97 | $142,568.26 | 13 | 19 |
| 5 | 1/1/2022 | 1/31/2022 | 31 | $388,799.66 | $1,671,914.03 | $43,199.97 | $185,768.23 | 18 | 24 |
| 6 | 2/1/2022 | 2/28/2022 | 28 | $496,378.98 | $2,168,293.01 | $55,153.22 | $240,921.45 | 23 | 29 |
| 7 | 3/1/2022 | 3/31/2022 | 31 | $243,581.01 | $2,411,874.02 | $27,064.55 | $267,986.00 | 25 | 34 |

9/30/2021 Comments - Notice to Proceed was issued on 9/3/21 with time charges beginning 9/13/21.

| Change Order Number | Approved | Cost This CO | Total COs |
|---|---|---|---|
| 01 | 3/29/2022 | 29,487.96 | 29,487.96 |

4B: Third Party Accommodation. Third Party Requested Work, 2E: Differing Site Condition. Miscellaneous difference in site conditions (unforeseeable), 6C: Untimely ROW/Utilities. Utilities not clear. This Change Order adds items to pay the Contractor to pour a concrete cap over an existing City of Round Rock (CORR) wastewater manhole at Bent, excavate to find an existing CORR wastewater line trench, and for standby costs due to a conflict with an existing ATT line at Culvert C.

Adjusted Price = $10,610,122.07

**Hairy Man Rd. / Brushy Creek Rd. Improvements**
**Project No. T2232**

Original Contract Price = $3,964,380.00

| Letting | Award | Notice To Proceed | Begin Work | Substantial Completion | Completion Certificate | | Total Bid Days | Days Added | Total Days |
|---|---|---|---|---|---|---|---|---|---|
| 11/18/2020 | 12/8/2020 | 2/8/2021 | 2/18/2021 | 12/8/2021 | | | 309 | 0 | 309 |

| Invoice Number | Beginning Date | Ending Date | Days Charged | Current Invoice | Invoiced Total | Current Retainage | Total Retainage | % ($) Used | % Time Used |
|---|---|---|---|---|---|---|---|---|---|
| 1 | 2/18/2021 | 2/28/2021 | 11 | $113,634.00 | $113,634.00 | $12,626.00 | $12,626.00 | 4 | 4 |
| 2 | 3/1/2021 | 3/31/2021 | 31 | $304,968.46 | $418,602.46 | $33,885.38 | $46,511.38 | 13 | 14 |
| 3 | 4/1/2021 | 4/30/2021 | 30 | $164,520.90 | $583,123.36 | $18,280.10 | $64,791.48 | 18 | 23 |
| 4 | 5/1/2021 | 5/31/2021 | 31 | $129,207.51 | $712,330.87 | $14,356.39 | $79,147.87 | 22 | 33 |
| 5 | 6/1/2021 | 6/30/2021 | 30 | $509,373.81 | $1,221,704.68 | $56,597.09 | $135,744.96 | 38 | 43 |
| 6 | 7/1/2021 | 7/31/2021 | 31 | $809,404.66 | $2,031,109.34 | $89,933.86 | $225,678.82 | 64 | 53 |
| 7 | 8/1/2021 | 8/31/2021 | 31 | $778,616.79 | $2,809,726.13 | $86,512.97 | $312,191.79 | 89 | 63 |
| 8 | 9/1/2021 | 9/30/2021 | 30 | $348,233.83 | $3,157,959.96 | -$145,983.37 | $166,208.42 | 94 | 73 |
| 9 | 10/1/2021 | 10/31/2021 | 31 | $83,183.01 | $3,241,142.97 | $4,378.05 | $170,586.47 | 97 | 83 |
| 10 | 11/1/2021 | 11/30/2021 | 30 | $9,239.70 | $3,250,382.67 | $486.30 | $171,072.77 | 97 | 93 |
| 11 | 12/1/2021 | 12/31/2021 | 8 | $14,643.24 | $3,265,025.91 | $770.70 | $171,843.47 | 97 | 95 |
| 12 | 1/1/2022 | 1/31/2022 | 0 | $120,222.76 | $3,385,248.67 | -$102,756.76 | $69,086.71 | 98 | 95 |
| 13 | 2/1/2022 | 2/28/2022 | 0 | $67,614.70 | $3,452,863.37 | $1,379.89 | $70,466.60 | 99.9 | 95.1 |

3/31/2022 Comments - Processed Final Balancing Change Order. Certificate of Acceptance will be issued once final documentation is received.

| Change Order Number | Approved | Cost This CO | Total COs |
|---|---|---|---|
| 01 | 7/20/2021 | $6,004.00 | $ 6,004.00 |

This Change Order adds an item to pay for installation of barbed wire fence at Olson Meadows Park. This fence replaces an existing fence that was removed to complete the roadway widening. Fern Bluff MUD requested that the fencing be replaced to prevent parking on the slope.

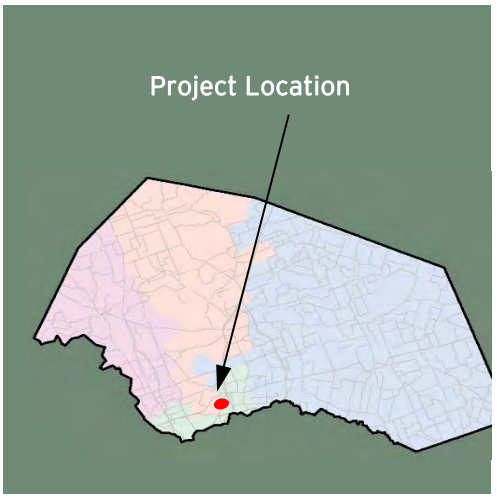
| Change Order Number | Approved | Cost This CO | Total COs |
|---|---|---|---|
| 02 | 8/3/2021 | $3,900.00 | $ 9,904.00 |

This Change Order adds an item to pay for installation of three 3' x 3' - 3' x 3' drop inlets and removes two 5' x 3' - 3' x 3' drop inlets that were included in the original plans. Plan sheet 111 shows to install three 3' x 3' - 3' x 3' inlets but the Summary of Estimated Quantities on Sheet 16 and the pay app show two 5' x 3' - 3' x 3' inlets.

| Change Order Number | Approved | Cost This CO | Total COs |
|---|---|---|---|
| 3 | 3/2/2022 | ($447,390.05) | $ (437,486.05) |

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

Adjusted Price = $3,526,893.95




**CR 111 Westinghouse Road**
**(FM 1460 to SH 130 and CR 110 North to CR 111)**

**Project Length: 4.633 Miles**
**Roadway Classification: Rural Collector**

**Project Schedule: Janaury 2022 - Early 2023**
**Estimated Construction Cost: $21 Million**

## MARCH 2022 IN REVIEW

3/4/2022: Capital Excavation continued stripping topsoil along CR 111 from Bell Gin Road going east. The contractor continued installing construction exits throughout the project. Subcontractor ESSI continued installing rock filter dams at culverts.

3/11/2022: Capital Excavation continued stripping topsoil along CR111. Subcontractor ESSI continued installing rock filter dams at culverts. Subcontractor Custom Trenching began trenching for the water line on CR 111 at Bell Gin Road.

3/18/2022: Capital Excavation continued preparing right of way on the eastern section of the project as well as stripping topsoil along CR 111. The contractor continued to prepare earthwork subgrade for the CR 110 portion of the project. Subcontractor Custom Trenching continued trenching for the water line.

3/25/2022: Capital Excavation continued clearing the ROW along CR 111, including removal of the existing house. Subcontractor ESSI installed silt fence and rock filter dams along CR 111 in various locations. Subcontractor Custom Trench continued trenching for the water line relocations along CR 111 east of CR 110. Oncor began relocating power poles.

Design Engineer: Steger Bizzell
Contractor: Capital Excavation
Construction Observation:
Chuck Evans, HNTB

**Williamson County**
**Road Bond Program**

HNTB

**CR 111 Westinghouse Road**
**Project No. 22IFB39**

Original Contract Price = $21,024,332.88

| Letting | Award | Notice To Proceed | Begin Work | Substantial Completion | Completion Certificate | | Total Bid Days | Days Added | Total Days |
|---|---|---|---|---|---|---|---|---|---|
| 12/15/2021 | 1/11/2022 | 1/20/2022 | 1/30/2022 | | | | 700 | | 700 |

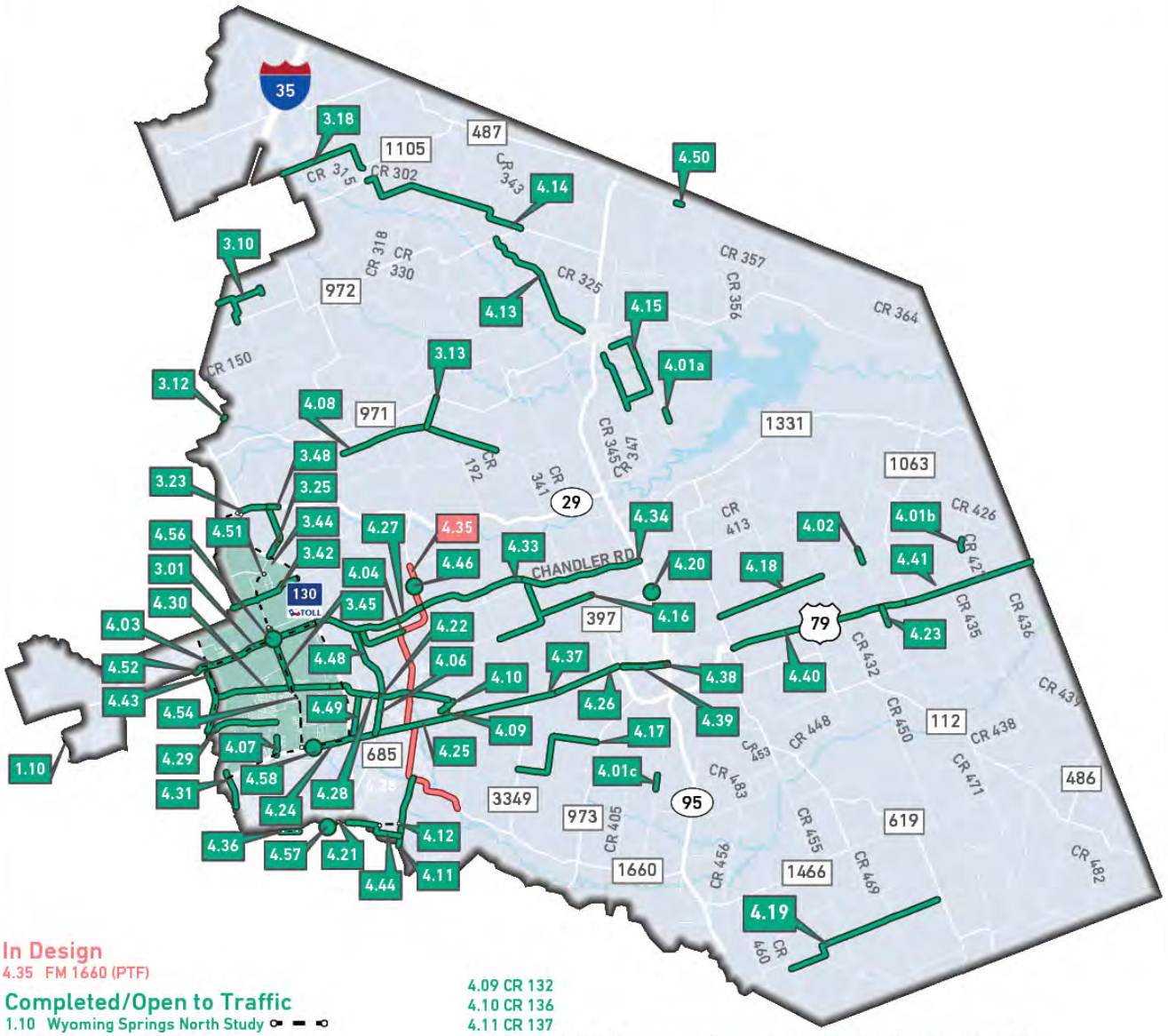
| Invoice Number | Beginning Date | Ending Date | Days Charged | Current Invoice | Invoiced Total | Current Retainage | Total Retainage | % ($) Used | % Time Used |
|---|---|---|---|---|---|---|---|---|---|
| 1 | 2/1/2022 | 2/28/2022 | 28 | $142,149.86 | $142,149.86 | $15,794.43 | $15,794.43 | 1 | 4 |

1/31/2022 Comments - Notice to Proceed was given on 1/20/22 with time charges beginning on 1/30/22.

.

Adjusted Price = $21,024,332.88

# 2000/2006 Road Bond Program Projects
# Precinct 4 - Commissioner Boles



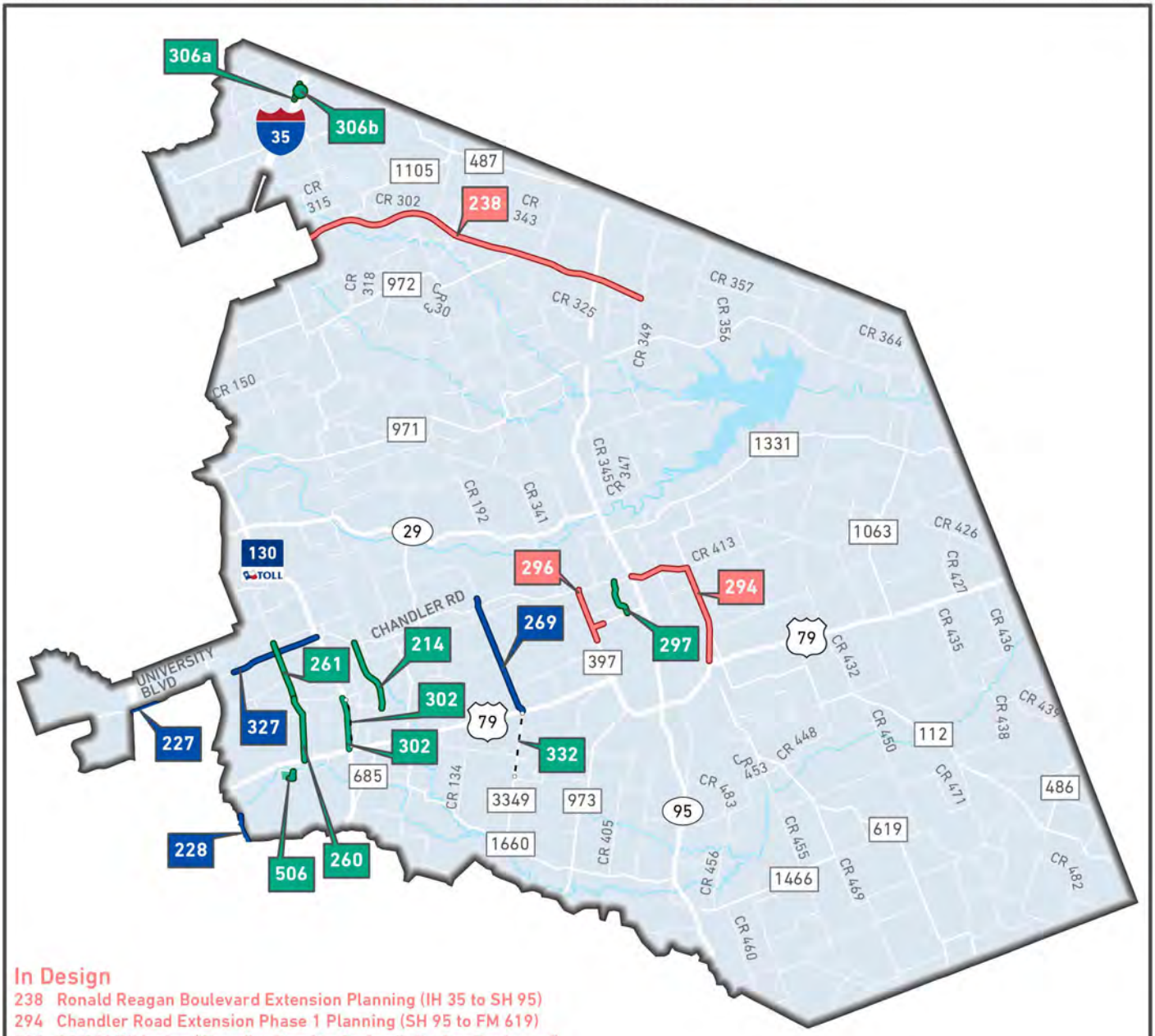

## In Design

4.35 FM 1660 (PTF)

## Completed/Open to Traffic

1.10 Wyoming Springs North Study
3.01 FM 1460 to CR 110
3.10 CR 142
3.12 CR 152 Bridge Replacement
3.13 CR 157
3.18 CR 314
3.23 SH 29/CR 104 – Phase 1
3.25 CR 104 - Phase 2
3.42 CR 111 / CR 105 (Westinghouse Rd.) - FM 1460 to SH 130
3.44 CR 110 North (North of CR 107 to North of Sam Houston) (Design)
3.45 CR 110 Middle (North of Limmer Loop to CR 107)
3.48 SH 29 Widening - 12" Water Main Relocation
4.01a CR 427 Bridge Replacement
4.01b CR 390 Bridge Replacement
4.01c CR 406 Bridge Replacement
4.02 CR 424 Bridge Replacement
4.03 Chandler Road - Phase 1
4.04 CR 100
4.06 CR 119
4.07 CR 122 at US 79
4.08 CR 124
4.09 CR 132
4.10 CR 136
4.11 CR 137
4.12 CR 138 & CR 139 Alignment Study
4.13 CR 300 & CR 301
4.14 CR 302
4.15 CR 347 & CR 348
4.16 CR 368 & CR 369 (CR 101 to CR 366)
4.17 CR 404
4.18 CR 412
4.19 CR 466
4.20 FM 397 at SH 95 Signal
4.21 Gattis School Rd. ROW
4.22 Limmer Loop - Phase 1A
4.23 Thrall School Zone
4.24 US 79 - Section 1
4.25 US 79 - Section 2
4.26 US 79 - Section 3A
4.27 Chandler Rd. - Phase 2
4.28 Limmer Loop - Phase 1B
4.29 CR 113 / Old Settlers Blvd.
4.30 Limmer Loop - Phase 1C
4.31 Kenney Fort Boulevard - Phase 1
4.33 Chandler Rd. - Phase 3A
4.34 Chandler Rd. - Phase 3B
4.36 Gattis School Road
4.37 US 79 - Section 3 (PTF)
4.38 2nd Street Improvements
4.39 2nd Street Drainage Improvements
4.40 US 79 Section 5A (PTF)
4.41 US 79 Section 5B (PTF)
4.43 FM 1460 Section 2
4.44 CR 138
4.46 FM 1660 at Landfill Rd. (CR 128)
4.48 CR 119
4.49 CR 108
4.50 CR 351 at Donahoe Creek
4.51 CR 110 / Arterial A Study (design)
4.52 University Blvd. (Chandler Rd.) Expansion
4.54 CR 110 South - (Design) (US 79 to Limmer Lp)
4.56 CR 110 at University Blvd. (Signal)
4.57 Gattis School Rd. at Winterfield Dr. (Signal)
4.58 Tradesman Park Crossing

# 2013 ROAD BOND PROGRAM PROJECTS
## Precinct 4 - Commissioner Boles

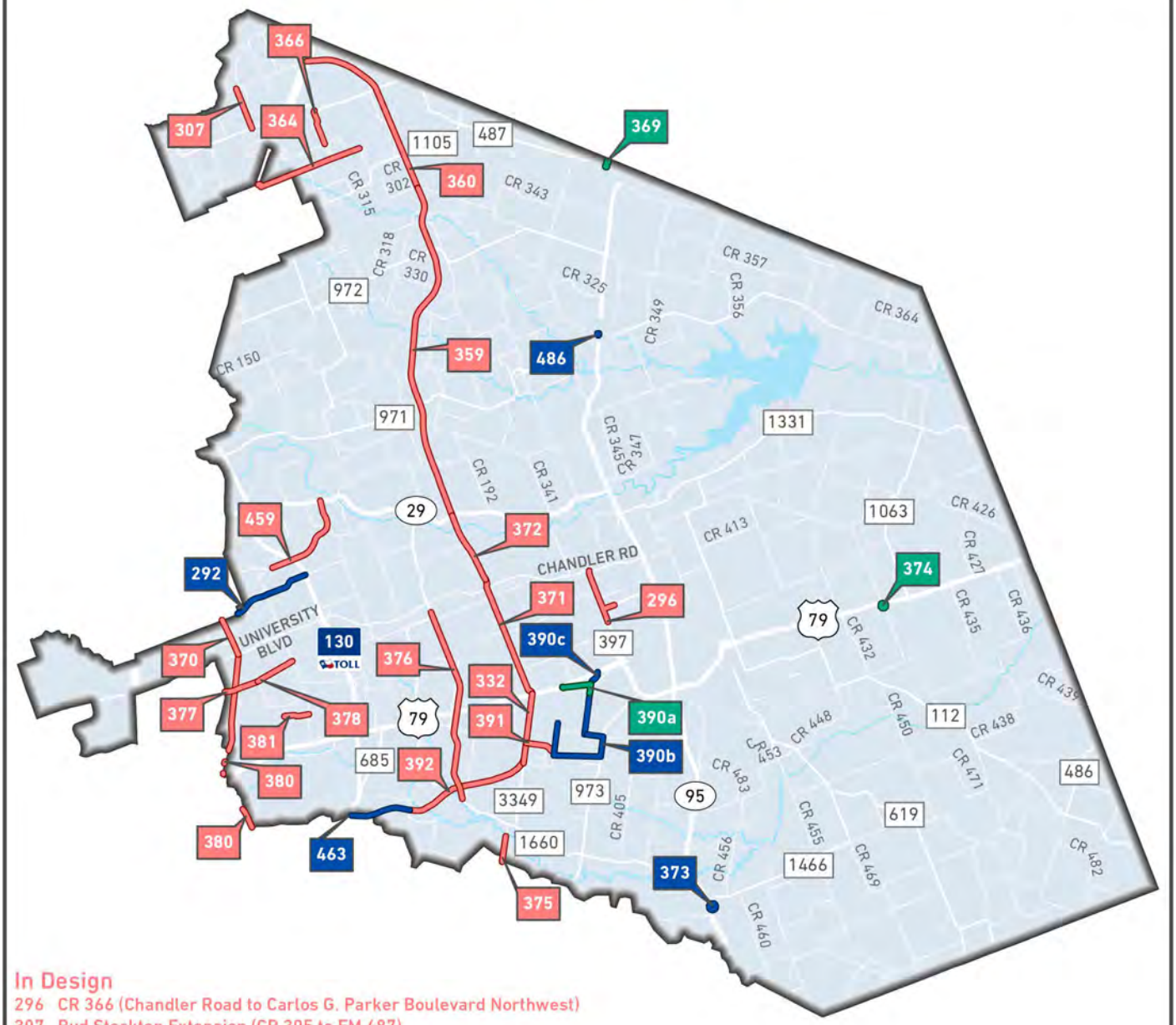



### In Design
238 Ronald Reagan Boulevard Extension Planning (IH 35 to SH 95)
294 Chandler Road Extension Phase 1 Planning (SH 95 to FM 619)
296 CR 366 Widening (Chandler Road to Carlos G. Parker Boulevard)

### Under Construction/Bidding
227 University Boulevard Widening (IH 35 to Sunrise Road)
228 Kenney Fort Boulevard Segments 2 and 3 (Forest Creek Boulevard to SH 45)
269 CR 101 (US 79 to North of Chandler Road)
327 University Boulevard (Chandler Road) Expansion (FM 1460 to SH 130)

### Completed/Open to Traffic
214 CR 119 (Limmer Loop to Chandler Road)
260 CR 110 South (US 79 to Limmer Loop)
261 CR 110 Middle (Limmer Loop to CR 107)
297 East Williamson County Park Road / Bill Pickett Trail (Carlos Parker Boulevard to Chandler Road)
302 SH 130 Frontage Roads Phase 3 (Southbound Frontage Road US 79 to Limmer Loop)
302 SH 130 Traffic Study
306a Relocation of 48" Williamson County Regional Raw Waterline - Line A
306b CR 305 at IH 35 Bridge Replacement
332 FM 3349/US 79 Interchange (US 79 to CR 404)
506 Oak Bluff and Greenfield Drainage Improvements

# 2019 ROAD BOND PROGRAM PROJECTS
## Precinct 4 - Commissioner Boles




### In Design

296 CR 366 (Chandler Road to Carlos G. Parker Boulevard Northwest)
307 Bud Stockton Extension (CR 305 to FM 487)
332 FM 3349/US 79 Interchange (US 79 to CR 404)
359 Corridor E4 (Future SH 29 to Ronald Reagan Extension / Corridor D)
360 Corridor E5 (Ronald Reagan Extension / Corridor D to IH 35 / CR 305)
364 CR 314 Safety Improvement (IH 35 Northbound Frontage Rd to East of CR 3001)
366 CR 332 Realignment (South of FM 487 to North of CR 313)
370 MoKan (Georgetown Inner Loop to University Boulevard)
371 Corridor E2 (US 79 to Chandler Road / Corridor B2)
372 Corridor E3 (Chandler Road / Corridor B2 to Future SH 29)
375 CR 129 (South of Brushy Creek to North of the South Williamson County Line)
376 CR 134/CR 132 Extension (Hutto Arterial)
377 CR 112 Widening (FM 1460/A.W. Grimes to CR 117)
378 CR 112 Widening (CR 117 to CR 110)
380 MoKan (University Boulevard to SH 45)
381 Old Settlers Boulevard (North Red Bud Lane/CR 122 to CR 110)
391 CR 404 Realignment (CR 404 to CR 401)
392 Southeast Loop Segment 2, Phase 1 (CR 137 to CR 404)
459 Southeast Inner Loop Extension (Corridor C)
(Sam Houston Avenue at Patriot Way to SH 29)

### Under Construction/Bidding

292 CR111/CR105 Westinghouse (FM 1460 to SH 130)
373 Coupland Street Project (S. Broad & Muery Streets)
390b CR 404 Hutto Water Line Realignment (Along future CR 404, from CR 404 to CR 404 at FM 973)
390c CR 401/CR 404 Improvements (US 79 to CR 404)
463 Southeast Loop Segment 1, Phase 1 (Corridor E1) (CR 138 to CR 137)
486 Granger Project (Davilla Street Culvert) (Davilla Street to N Walton Street)

### Completed/Open to Traffic

369 Bartlett Project (Cotrell Street)
390a CR Improvements and Paving (CR401, CR402, CR404)
374 Thrall Street Project - S. Bounds Street

**CR 110 Middle (Limmer Loop to CR 107)**
**Project No. 1809-261** Original Contract Price = $8,910,862.73

| Letting | Award | Notice To Proceed | Begin Work | Substantial Completion | Completion Certificate | | Total Bid Days | Days Added | Total Days |
|---|---|---|---|---|---|---|---|---|---|
| 12/14/2018 | 2/5/2019 | 4/26/2019 | 5/6/2019 | 10/20/2020 | 6/29/2021 | | 390 | 144 | 534 |

| Invoice Number | Beginning Date | Ending Date | Days Charged | Current Invoice | Invoiced Total | Current Retainage | Total Retainage | % ($) Used | % Time Used |
|---|---|---|---|---|---|---|---|---|---|
| 1 | 5/6/2019 | 5/31/2019 | 26 | $719,064.06 | $719,064.06 | $79,896.01 | $79,896.01 | 9 | 5 |
| 2 | 6/1/2019 | 6/30/2019 | 30 | $327,805.09 | $1,046,869.15 | $36,422.78 | $116,318.79 | 14 | 10 |
| 3 | 7/1/2019 | 7/31/2019 | 31 | $406,884.79 | $1,453,753.94 | $45,209.43 | $161,528.22 | 19 | 16 |
| 4 | 8/1/2019 | 8/31/2019 | 31 | $391,244.33 | $1,844,998.27 | $43,471.59 | $204,999.81 | 24 | 22 |
| 5 | 9/1/2019 | 9/30/2019 | 30 | $88,385.54 | $1,933,383.81 | $9,820.61 | $214,820.42 | 25 | 28 |
| 6 | 10/1/2019 | 10/31/2019 | 31 | $295,167.52 | $2,228,551.33 | $32,796.39 | $247,616.81 | 29 | 34 |
| 7 | 11/1/2019 | 11/30/2019 | 30 | $424,033.35 | $2,652,584.68 | $47,114.82 | $294,731.63 | 34 | 39 |
| 8 | 12/1/2019 | 12/31/2019 | 31 | $511,268.18 | $3,163,852.86 | $56,807.57 | $351,539.20 | 41 | 45 |
| 9 | 1/1/2020 | 1/31/2020 | 31 | $385,342.62 | $3,549,195.48 | $42,815.85 | $394,355.05 | 46 | 51 |
| 10 | 2/1/2020 | 2/29/2020 | 29 | $514,688.36 | $4,063,883.84 | $57,187.60 | $451,542.65 | 53 | 56 |
| 11 | 3/1/2020 | 3/31/2020 | 31 | $344,124.14 | $4,408,007.98 | $38,236.01 | $489,778.66 | 57 | 62 |
| 12 | 4/1/2020 | 4/19/2020 | 19 | $293,737.21 | $4,701,745.19 | $32,637.47 | $522,416.13 | 61 | 66 |
| 13 | 4/20/2020 | 5/19/2020 | 30 | $277,306.64 | $4,979,051.83 | $30,811.87 | $553,228.00 | 65 | 71 |
| 14 | 5/20/2020 | 6/24/2020 | 36 | $726,652.00 | $5,705,703.83 | $80,739.12 | $633,967.12 | 74 | 78 |
| 15 | 6/25/2020 | 7/25/2020 | 31 | $410,122.34 | $6,115,826.17 | $45,569.15 | $679,536.27 | 79 | 84 |
| 16 | 7/26/2020 | 8/25/2020 | 31 | $254,747.98 | $6,370,574.15 | $28,305.33 | $707,841.60 | 83 | 90 |
| 17 | 8/26/2020 | 9/23/2020 | 29 | $111,839.24 | $6,482,413.39 | $12,426.58 | $720,268.18 | 84 | 95 |
| 18 | 9/24/2020 | 10/25/2020 | 27 | $962,394.02 | $7,444,807.41 | -$568,333.33 | $151,934.85 | 89 | 100 |
| 19 | 10/26/2020 | 11/25/2020 | 0 | $88,804.62 | $7,533,612.03 | $1,812.34 | $153,747.19 | 90 | 100 |
| 20 | 11/26/2020 | 12/27/2020 | 0 | $50,446.95 | $7,584,058.98 | $1,029.53 | $154,776.72 | 90 | 100 |
| 21 | 12/28/2020 | 1/31/2021 | 0 | $33,416.21 | $7,617,475.19 | $681.96 | $155,458.68 | 91 | 100 |
| 22 | 2/1/2021 | 2/28/2021 | 0 | $44,523.85 | $7,661,999.04 | $908.65 | $156,367.33 | 91 | 100 |
| 23 | 3/1/2021 | 3/31/2021 | 0 | $547,703.24 | $8,209,702.28 | $11,177.62 | $167,544.95 | 98 | 100 |
| 24 | 4/1/2021 | 4/30/2021 | 0 | $69,299.54 | $8,279,001.82 | $1,414.28 | $168,959.23 | 99 | 100 |
| 25 | 5/1/2021 | 5/31/2021 | 0 | $10,190.46 | $8,289,192.28 | $207.96 | $169,167.19 | 99 | 100 |
| 26 | 6/1/2021 | 8/31/2021 | 0 | $64,415.21 | $8,353,607.49 | $1,314.60 | $170,481.79 | 100 | 100 |

1/31/2022 Comments - Processing the Final Balancing Change Order and Final Payment to Contractor, then Certificate of Acceptance will be issued.

| Change Order Number | Approved | Cost This CO | Total COs |
|---|---|---|---|
| 01 | 10/8/2019 | $66,291.83 | $ 66,291.83 |

1A: Design Error or Omission. Incorrect PS&E. This Change Order revises items and quantities for the traffic signals. 3F: County Convenience. Additional work desired by the County. This Change Order adds items for temporary sediment control fencing (install and remove) and documents the credit to the contract for materials (6'x4' box culvert) furnished by the County.

| Change Order Number | Approved | Cost This CO | Total COs |
|---|---|---|---|
| 02 | 12/17/2019 | $31,881.14 | $ 98,172.97 |

2G: Differing Site Conditions. Unadjusted utility (unforeseeable). This Change Order provides grading of the Limmer Loop ditch at CR 110, due to communication utility conflicts not being adjusted for the previous CR 110 South project. The ditch work must be completed, prior to construction of the requested driveway for the new corner store. The driveway permit has already been submitted to the County by the Developer.

| Change Order Number | Approved | Cost This CO | Total COs |
|---|---|---|---|
| 03 | 7/21/2020 | $10,419.60 | $ 108,592.57 |

3F: County Convenience. Additional work desired by the County. This Change Order adds Traffic Control Phase 2 Step 2 to the project. This step consists of shifting traffic from the existing lanes to the new lanes f rom just south of CR 112 to the north end of the project.

| Change Order Number | Approved | Cost This CO | Total COs |
|---|---|---|---|
| 04 | 12/8/2020 | $3,266.23 | $ 111,858.80 |

3L: County Convenience. Revising safety work/measures desired by the County. This Change Order adds a new item to pay the Contractor to repair the guard rail end treatment on southbound CR 110, south of CR 112. This is within the construction project limits.

| Change Order Number | Approved | Cost This CO | Total COs |
|---|---|---|---|
| 05 | 3/16/2021 | ($11,737.85) | $ 100,120.95 |

2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable). This Change Order adds improvements to drainage and new side street intersections to the project. 3L: County Convenience. Revising safety work/measures desired by the County. This Change Order deletes lime from the pavement section, adds item to pay for police used during traffic control, and repairs damage to a signal controller and repairs potholes in the existing pavement. 4B: Third Party Accommodation. Third party requested work. This change order adds fittings to the Jonah Water line.

| Change Order Number | Approved | Cost This CO | Total COs |
|---|---|---|---|
| 06 | 2/2/2021 | $46,375.56 | $ 146,496.51 |

3E: County Convenience. Reduction of future maintenance. This Change Order adds pay items to compensate the Contractor to mill and repave a portion of existing University Boulevard that was not called out to be overlayed in the plans.

| Change Order Number | Approved | Cost This CO | Total COs |
|---|---|---|---|
| 07 | 3/16/2021 | $6,519.31 | $ 153,015.82 |

3F: County Convenience. Additional work desired by the County. This Change Order adds a pay item to compensate the Contractor to remove additional structures in the right of way along CR 110 north of the project.

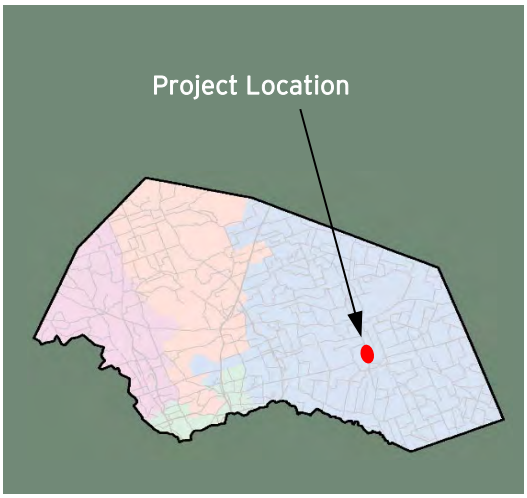
| Change Order Number | Approved | Cost This CO | Total COs |
|---|---|---|---|
| 08 | 3/16/2021 | $233,343.80 | $ 386,359.62 |

6C: Untimely ROW/Utilities. Utilities not clear. This Change Order adds a pay item to compensate the Contractor for extended project overhead costs caused by delays to the utility relocation.

| Change Order Number | Approved | Cost This CO | Total COs |
|---|---|---|---|
| 09 | 1/11/2022 | ($737,540.85) | $ (351,181.23) |

2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable) (Item 9). This Change Order provides the final balancing for the overrun/underrun of Contract quantities on the project as a result of addressing field conditions not accounted for in the original plans.

Adjusted Price = $8,559,681.50




**CR 101**
(US 79 to north of Chandler Road)

Project Length: 3.76 Miles
Roadway Classification: Rural Collector

Project Schedule: July 2020 - Spring 2022
Estimated Construction Cost: $13 Million

## MARCH 2022 IN REVIEW

3/4/2022: CR 101 was opened to final configuration on 3/1/22. James Construction (JCG) excavated the ditch line between CR 394 and Alignment A on the north end of the project. Subcontractor RSI placed metal beam guard fence on the south side of new CR 101 and Chandler intersection and on eastbound Chandler Road. Subcontractor DIJ completed the final striping.

3/11/2022: James Construction (JCG) finished the mow strip for the metal beam guard fence on Chandler Road and poured concrete for the end treatments for the drainage pipe at Alignment A. JCG placed topsoil at the far north end of the project and began placing added driveways throughout the project.

3/18/2022: James Construction (JCG) formed and placed concrete safety end treatments (SET) for added driveway culverts throughout the project.

3/25/2022: James Construction (JCG) placed topsoil around the concrete safety end treatments (SET) for added driveways throughout the project. JCG also cleaned tornado debris on the north end of the project. Subcontractor Flasher placed the permanent "STOP" signs for CR 368 and 394 at the CR 101 intersection.

Design Engineer: BGE, Inc.
Contractor: James Construction
Construction Observation:
Kyle McCoy, HNTB

**Williamson County**
**Road Bond Program**

HNTB

**CR 101 (US 79 to Chandler Road)**
**Project No. 2138**

Original Contract Price = $13,092,842.00

| Letting | Award | Notice To Proceed | Begin Work | Substantial Completion | Completion Certificate | Total Bid Days | Days Added | Total Days |
|---|---|---|---|---|---|---|---|---|
| 10/10/2019 | 11/5/2019 | 6/26/2020 | 7/6/2020 | | | 540 | | 540 |

| Invoice Number | Beginning Date | Ending Date | Days Charged | Current Invoice | Invoiced Total | Current Retainage | Total Retainage | % ($) Used | % Time Used |
|---|---|---|---|---|---|---|---|---|---|
| 1 | 7/6/2020 | 7/25/2020 | 20 | $366,881.43 | $366,881.43 | $40,764.60 | $40,764.60 | 3 | 4 |
| 2 | 7/26/2020 | 8/30/2020 | 36 | $2,072,374.48 | $2,439,255.91 | $230,263.83 | $271,028.43 | 21 | 10 |
| 3 | 8/31/2020 | 9/23/2020 | 24 | $66,831.99 | $2,506,087.90 | $7,425.78 | $278,454.21 | 21 | 15 |
| 4 | 9/24/2020 | 10/25/2020 | 32 | $531,044.64 | $3,037,132.54 | $59,004.96 | $337,459.17 | 26 | 21 |
| 5 | 10/26/2020 | 11/29/2020 | 35 | $424,017.35 | $3,461,149.89 | $47,113.04 | $384,572.21 | 30 | 27 |
| 6 | 11/30/2020 | 12/27/2020 | 28 | $709,324.00 | $4,170,473.89 | $78,813.77 | $463,385.98 | 36 | 32 |
| 7 | 12/28/2020 | 1/27/2021 | 31 | $294,970.38 | $4,465,444.27 | $32,774.49 | $496,160.47 | 38 | 38 |
| 8 | 2/1/2021 | 2/28/2021 | 28 | $293,948.14 | $4,759,392.41 | $32,660.91 | $528,821.38 | 41 | 43 |
| 9 | 3/1/2021 | 3/31/2021 | 31 | $367,172.81 | $5,126,565.22 | $40,796.97 | $569,618.35 | 44 | 49 |
| 10 | 4/1/2021 | 4/30/2021 | 30 | $421,691.16 | $5,548,256.38 | $46,854.58 | $616,472.93 | 47 | 55 |
| 11 | 5/1/2021 | 5/31/2021 | 31 | $703,963.56 | $6,252,219.94 | $78,218.17 | $694,691.10 | 53 | 60 |
| 12 | 6/1/2021 | 6/30/2021 | 30 | $348,806.38 | $6,601,026.32 | $38,756.27 | $733,447.37 | 56 | 66 |
| 13 | 7/1/2021 | 7/31/2021 | 31 | $450,541.31 | $7,051,567.63 | $50,060.14 | $783,507.51 | 60 | 72 |
| 14 | 8/1/2021 | 8/31/2021 | 31 | $759,767.66 | $7,811,335.29 | $84,418.63 | $867,926.14 | 67 | 77 |
| 15 | 9/1/2021 | 9/30/2021 | 30 | $572,768.63 | $8,384,103.92 | $63,640.93 | $931,567.07 | 71 | 83 |
| 16 | 10/1/2021 | 10/31/2021 | 31 | $731,491.99 | $9,115,595.91 | -$451,798.89 | $479,768.18 | 74 | 89 |
| 17 | 11/1/2021 | 11/30/2021 | 30 | $496,699.04 | $9,612,294.95 | $26,142.05 | $505,910.23 | 78 | 94 |
| 18 | 12/1/2021 | 12/31/2021 | 31 | $786,832.47 | $10,399,127.42 | $41,412.24 | $547,322.47 | 84 | 100 |
| 19 | 1/1/2022 | 1/31/2022 | 31 | $168,386.88 | $10,567,514.30 | $8,862.46 | $556,184.93 | 85 | 106 |
| 20 | 2/1/2022 | 2/28/2022 | 28 | $662,254.39 | $11,229,768.69 | $34,855.50 | $591,040.43 | 91 | 111 |

3/31/2022 Comments - Substantial Completion has been requested. Punch list work and the balancing Change Order are ongoing.

| Change Order Number | Approved | Cost This CO | Total COs |
|---|---|---|---|
| 01 | 9/14/2021 | 139,570.57 | $ 139,570.57 |

3F: County Convenience. Additional work desired by the County. This Change Order adds various changes to the project, including additional pipe underdrains to help alleviate groundwater, concrete used to backfill Culvert 4, and use of full-depth asphalt on side roads and intersections to expedite reconstruction of roadways.

| Change Order Number | Approved | Cost This CO | Total COs |
|---|---|---|---|
| 02 | 9/14/2021 | 87,600.15 | $ 227,170.72 |

3F: County Convenience. Additional work desired by the County. This Change Order documents the change in the method of installation of the 24" waterline encasement pipe across CR 368 and CR 101 and adds 4 - 4" bores and water meter relocations to the contract.

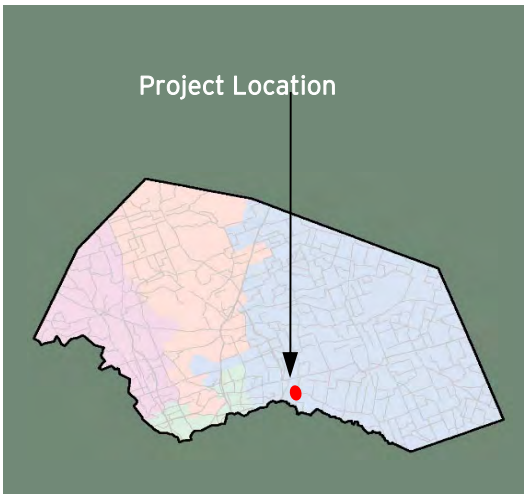
| Change Order Number | Approved | Cost This CO | Total COs |
|---|---|---|---|
| 03 | 9/28/2021 | 81,281.83 | $ 308,452.55 |

3B: County Convenience. Public relations improvement. This change order changes the pavement section from typical flexible base to full-depth asphalt at south end tie-in to existing pavement, adds a driveway for a landowner and adds a sixth wire and water gap fence across Little Mustang Creek.

| Change Order Number | Approved | Cost This CO | Total COs |
|---|---|---|---|
| 04 | 9/28/2021 | (366,519.81) | $ (58,067.26) |

3C. County Convenience. Implementation of a Value Engineering finding. This Change Order removes quantities for various Jonah Water SUD water line items, due to an alignment shift at the southern end of the project at the US 79 intersection. 3F. County Convenience. Additional work desired by the County. This change order adds a force account item to the contract to compensate the contractor for pavement repairs in the roadway and to perform grading to prevent future saturation.

Adjusted Price = $13,034,774.74




**Southeast Loop Segment 1, Phase 1**
(Northbound Frontage of SH 130 to CR 137)

Project Length: 1.848 Miles
Roadway Classification: Rural Collector

Project Schedule: July 2021 - January 2023
Estimated Construction Cost: $11.7 Million

## MARCH 2022 IN REVIEW

3/4/2022: James Construction (JCG) poured the cap at bridge Bent 6 for the SCS Pond Bridge and began forming for the cap at Bent 2 for the Tributary Bridge. Subcontractor GK Construction tied reinforcing steel for the tributary bridge caps. JCG continued working on embankment and placing retaining panels for retaining walls 4, 5, 6 and 7.

3/11/2022: James Construction (JCG) completed placing the drainage line behind retaining Wall 7 and began placing the drainage line between retaining Wall 4 and the Bridge Church. JCG placed retaining wall panels and embankment for retaining walls 5 and 6. Montes Construction installed the electrical components for the new septic system at the Bridge Church.

3/18/2022: James Construction (JCG) continued placing the drainage line between retaining Wall 4 and the Bridge Church. JCG continued placing embankment for retaining walls 5, 6 and 7. JCG completed demolition of the existing concrete pads near the Bridge Church.

3/25/2022: James Construction (JCG) continued placing the drainage pipe between retaining Wall 4 and the Bridge Church. JCG removed the bridge cap forms from Bent 2 on the Tributary Bridge and began placing the beams on bridge Bent 3 on the SCS Pond Bridge.

Design Engineer: RTG
Contractor: James Construction
Construction Observation:
Kyle McCoy, HNTB

**Williamson County**
**Road Bond Program**

HNTB

**Project Name: Southeast Loop Segment 1, Phase 1**
**Project No. T3346**

Original Contract Price = $11,526,789.09

| Letting | Award | Notice To Proceed | Begin Work | Substantial Completion | Completion Certificate | | Total Bid Days | Days Added | Total Days |
|---|---|---|---|---|---|---|---|---|---|
| 3/30/2021 | 4/27/2021 | 7/12/2021 | 7/19/2021 | | | | 534 | 24 | 558 |

| Invoice Number | Beginning Date | Ending Date | Days Charged | Current Invoice | Invoiced Total | Current Retainage | Total Retainage | % ($) Used | % Time Used |
|---|---|---|---|---|---|---|---|---|---|
| 1 | 7/19/2021 | 8/31/2021 | 44 | $767,411.06 | $767,411.06 | $85,267.90 | $85,267.90 | 7 | 8 |
| 2 | 9/1/2021 | 9/30/2021 | 30 | $328,739.28 | $1,096,150.34 | $36,526.58 | $121,794.48 | 10 | 13 |
| 3 | 10/1/2021 | 10/31/2021 | 31 | $221,811.16 | $1,317,961.50 | $24,645.69 | $146,440.17 | 13 | 19 |
| 4 | 11/1/2021 | 11/30/2021 | 30 | $278,008.69 | $1,595,970.19 | $30,889.85 | $177,330.02 | 15 | 24 |
| 5 | 12/1/2021 | 12/31/2021 | 31 | $331,070.23 | $1,927,040.42 | $36,785.58 | $214,115.60 | 18 | 30 |
| 6 | 1/1/2022 | 1/31/2022 | 31 | $624,535.89 | $2,551,576.31 | $69,392.88 | $283,508.48 | 24 | 35 |
| 7 | 2/1/2022 | 2/28/2022 | 28 | $352,666.85 | $2,904,243.16 | $39,185.20 | $322,693.68 | 28 | 40 |

3/31/2022 Comments - Change Order 2 for additional work items is being processed.

| Change Order Number | Approved | Cost This CO | Total COs |
|---|---|---|---|
| 01 | 8/3/2021 | 148,710.35 | 148,710.35 |

6B. This Change Order adds the installation of barbed wire fence and gates along the north and south sides of the right of way on the Wolfe property. The Contractor will not be able to start work until the fence is installed. Twenty four (24) days are being added to the contract to compensate the contractor for this impact.

Adjusted Price = $11,675,499.44

**County Road Paving (CR 401, 402, 404)**
**Project No. T4320**

Original Contract Price = $922,709.84

| Letting | Award | Notice To Proceed | Begin Work | Substantial Completion | Completion Certificate | Total Bid Days | Days Added | Total Days |
|---|---|---|---|---|---|---|---|---|
| 8/27/2021 | 9/14/2021 | 9/27/2021 | 10/7/2021 | 11/4/2021 | 12/4/2021 | 84 | 0 | 84 |

| Invoice Number | Beginning Date | Ending Date | Days Charged | Current Invoice | Invoiced Total | Current Retainage | Total Retainage | % ($) Used | % Time Used |
|---|---|---|---|---|---|---|---|---|---|
| 1 | 10/7/2021 | 10/29/2021 | 23 | $756,349.89 | $756,349.89 | $39,807.89 | $39,807.89 | 95 | 27 |
| 2 | 10/30/2021 | 11/30/2021 | 32 | $32,804.73 | $789,154.62 | $1,726.56 | $41,534.45 | 99 | 65 |
| 3 | 12/1/2021 | 12/31/2021 | 31 | $28,096.85 | $817,251.47 | -$24,856.38 | $16,678.07 | 99 | 102 |
| 4 | 1/1/2022 | 3/31/2022 | 90 | $24,178.60 | $841,430.07 | $0.00 | $16,678.07 | 100 | 102 |

3/31/2022 Comments - Processed Final Balancing Change Order. Issued Certificate of Completion. Close-out is ongoing.

| Change Order Number | Approved | Cost This CO | Total COs |
|---|---|---|---|
| 01 | 12/8/2021 | 7,471.00 | 7,471.00 |

Insert Reason

3F. County Convenience. Additional work desired by the County. 3L. Revising safety work/measures desired by the County. This Change Order compensates the Contractor for installing new mailbox stands for the property owners along the project and extends an existing 18" Corrugated Metal Pipe 9CMP) that was very short located along the edge of the roadway.

| Change Order Number | Approved | Cost This CO | Total COs |
|---|---|---|---|
| 02 | 2/16/2022 | -88,750.77 | -81,279.77 |

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

Adjusted Price = $841,430.07

**Project Name: Thrall Project - South Bounds Street**
**Project No. 21IFB15**

Original Contract Price = $889,988.00

| Letting | Award | Notice To Proceed | Begin Work | Substantial Completion | Completion Certificate | Total Bid Days | Days Added | Total Days |
|---|---|---|---|---|---|---|---|---|
| 9/23/2021 | 10/19/2021 | 11/9/2021 | 11/12/2021 | 1/18/2022 | | 75 | 0 | 75 |

| Invoice Number | Beginning Date | Ending Date | Days Charged | Current Invoice | Invoiced Total | Current Retainage | Total Retainage | % ($) Used | % Time Used |
|---|---|---|---|---|---|---|---|---|---|
| 1 | 11/12/2021 | 12/23/2021 | 42 | $298,411.20 | $298,411.20 | $33,156.80 | $33,156.80 | 40 | 56 |
| 2 | 1/1/2022 | 1/31/2022 | 18 | $352,715.63 | $651,126.83 | $39,190.63 | $72,347.43 | 77 | 80 |
| 3 | 2/1/2022 | 2/28/2022 | 0 | $37,813.50 | $688,940.33 | $4,201.50 | $76,548.93 | 93 | 80 |

3/31/2022 Comments - Processed Final Balancing Change Order. Issued Substantial Completion. Close-out is ongoing.

| Change Order Number | Approved | Cost This CO | Total COs |
|---|---|---|---|
| 01 | 2/16/2022 | 47,437.00 | 47,437.00 |

2G. Differing Site Conditions (unforeseeable). Unadjusted utility. This Change Order revises the location of the drainage pipe and curb inlets to clear existing utilities and changes the curb inlets from PCO to PCU. 3F. County Convenience. Additional work desired by the County. This Change Order revises the pipe connection between the curb inlet and the pipe under the driveway and increases the quantity of pavement repair due to the current condition of the pavement.

| Change Order Number | Approved | Cost This CO | Total COs |
|---|---|---|---|
| 02 | | -117,101.20 | -69,664.20 |

2E. Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforseeable). This Change Order provides the final balancing for the overruns/underruns of contract quantities on the project that are a result of addressing field conditons not accounted for in the original plans. New items are being added to pay the contractor for placement of soil retention blanket, installation and removal of construction exits, gravel for a driveway, electronic changeable message boards, asphalt tack and asphalt cold patch material for a driveway crossing.

Adjusted Price = $820,323.80

**Project Name: Bartlett Project - Cotrell Street**
**Project No. 21IFB16**

Original Contract Price = $419,919.00

| Letting | Award | Notice To Proceed | Begin Work | Substantial Completion | Completion Certificate | Total Bid Days | Days Added | Total Days |
|---|---|---|---|---|---|---|---|---|
| 10/6/2021 | 10/20/2021 | 11/10/2021 | 11/20/2021 | 2/18/2022 | | 70 | 0 | 70 |

| Invoice Number | Beginning Date | Ending Date | Days Charged | Current Invoice | Invoiced Total | Current Retainage | Total Retainage | % ($) Used | % Time Used |
|---|---|---|---|---|---|---|---|---|---|
| 1 | 11/20/2021 | 2/18/2022 | 91 | $366,507.14 | $366,507.14 | $40,723.02 | $40,723.02 | 98 | 100 |

3/31/2022 Comments - Processed Final Balancing Change Order. Issued Substantial Completion. Close-out is ongoing.

| Change Order Number | Approved | Cost This CO | Total COs |
|---|---|---|---|
| 01 | 3/29/2022 | -3,148.85 | -3,148.85 |

2E. Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforseeable). This Change Order provides the final balancing for the overruns/underruns of contract quantities on the project that are a result of addressing field conditons not accounted for in the original plans. New items are being added to pay the contractor for removal of existing driveway pipe and installation of new driveway pipe.

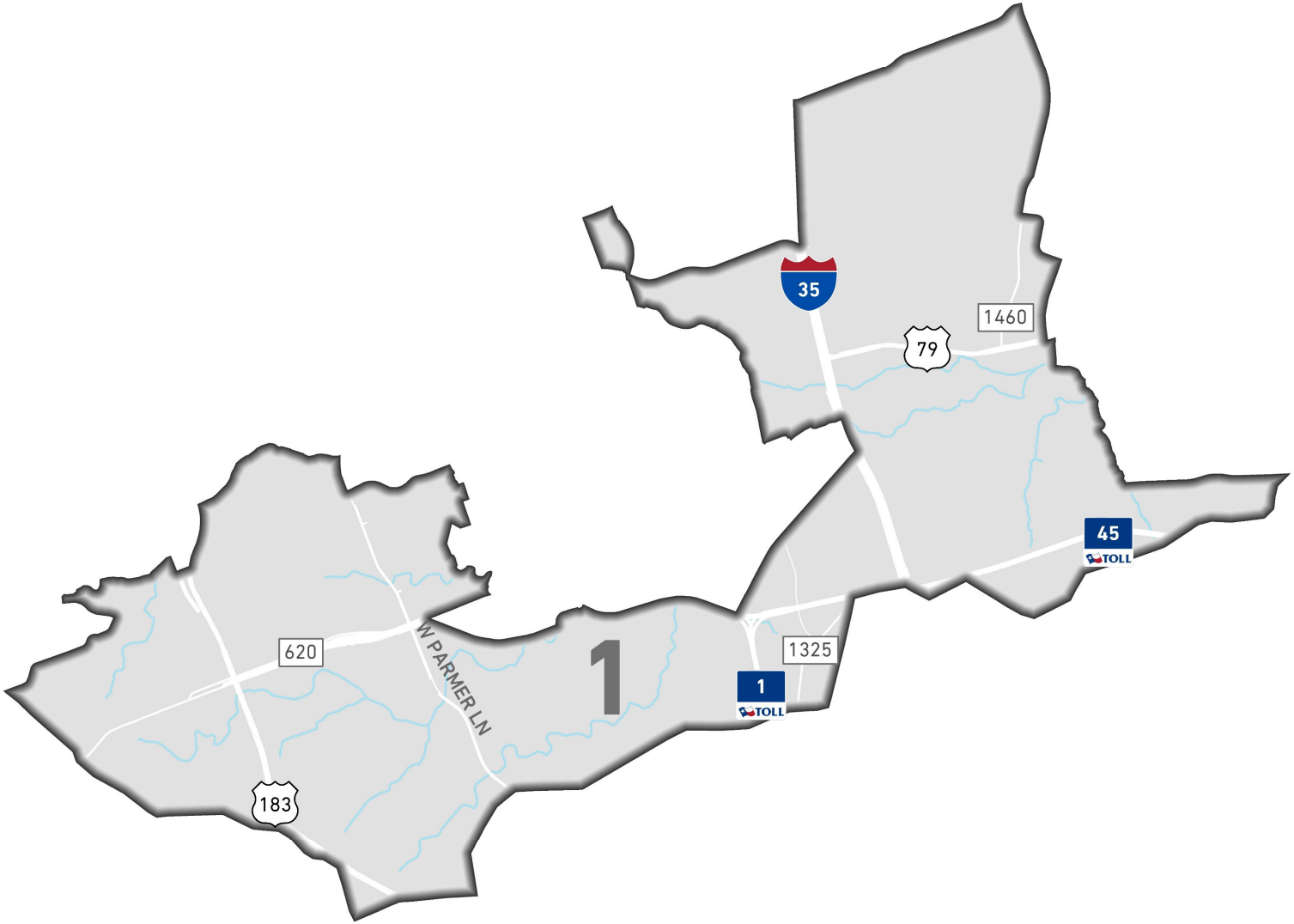
Adjusted Price = $416,770.15

# Williamson County Commissioners Court

Road Bond Program

April 19, 2022

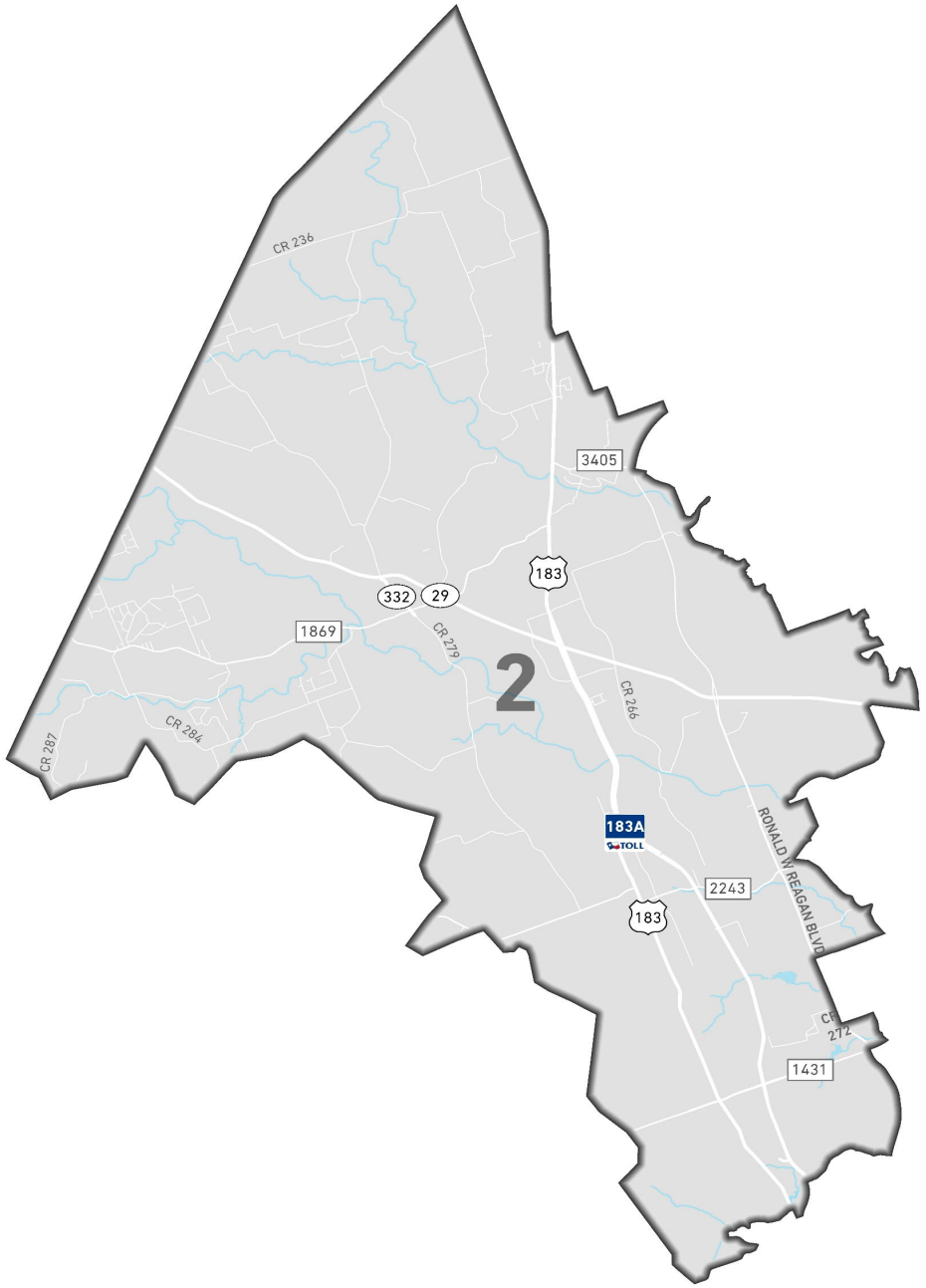
# Precinct 1




All Precinct 1 Construction Projects are Substantially Complete

WILLIAMSON COUNTY
1848

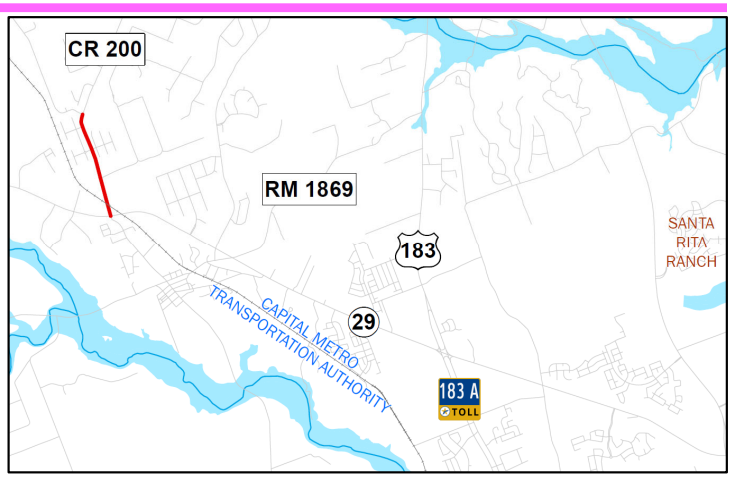
# Precinct 2



# CR 200 Reconstruction

Anticipated Completion

Fall 2022




Original Contract Price = $4,975,515.09

Total Change Orders to Date = $0

Adjusted Contract Price = $4,975,515.09

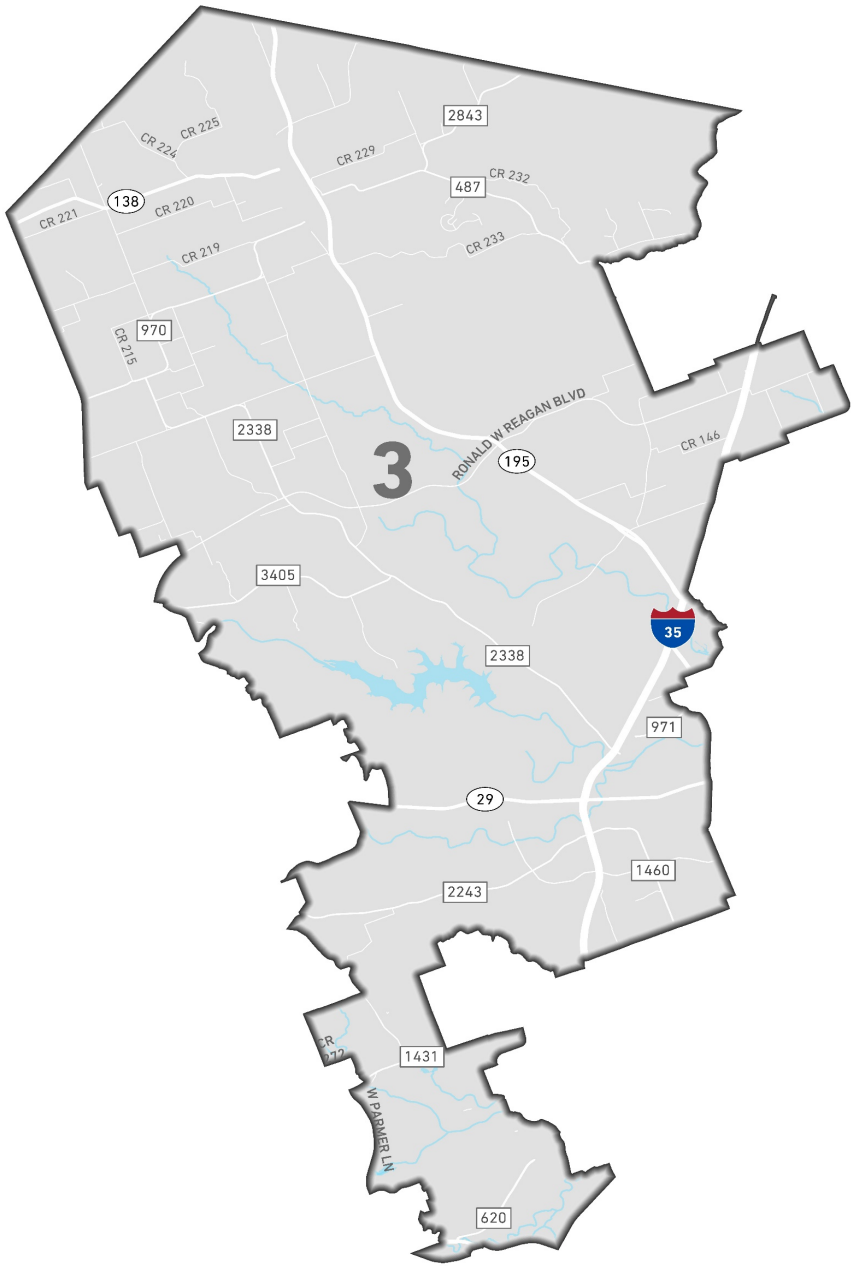
Expenditures to Date = $1,410,810.35 (28%)

# CR 200 Reconstruction

# CR 200 Reconstruction

# CR 200 Reconstruction

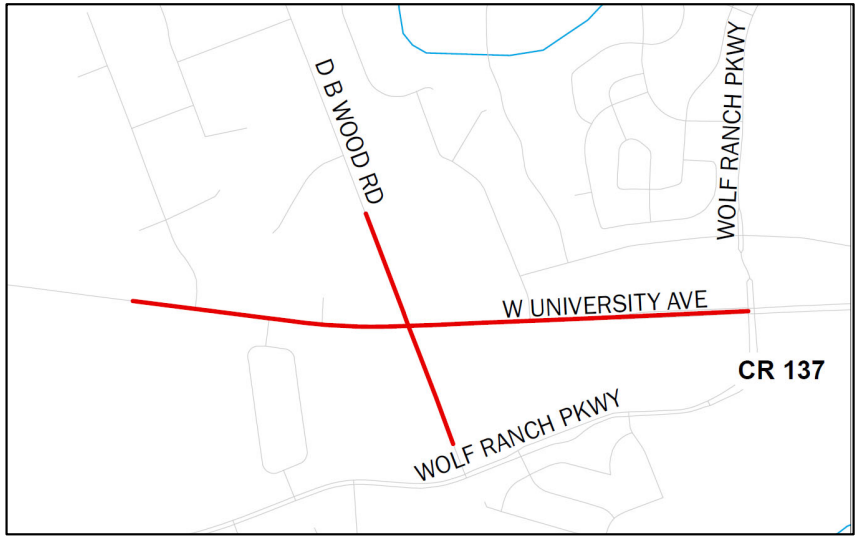
# Precinct 3


3
2843
CR 225
CR 224
CR 229
CR 232
487
138
CR 221
CR 220
CR 233
CR 219
970
CR 215
2338
RONALD W REAGAN BLVD
195
CR 146
3405
35
2338
971
29
1460
2243
1431
W PARMER LN
620

# SH 29
# (DB Woods Intersection)

Anticipated Completion

Spring 2023




Partnership TxDOT

Original Contract Amount = $5,548,287.93

Construction is managed by TxDOT

# SH 29
# (DB Woods Intersection)

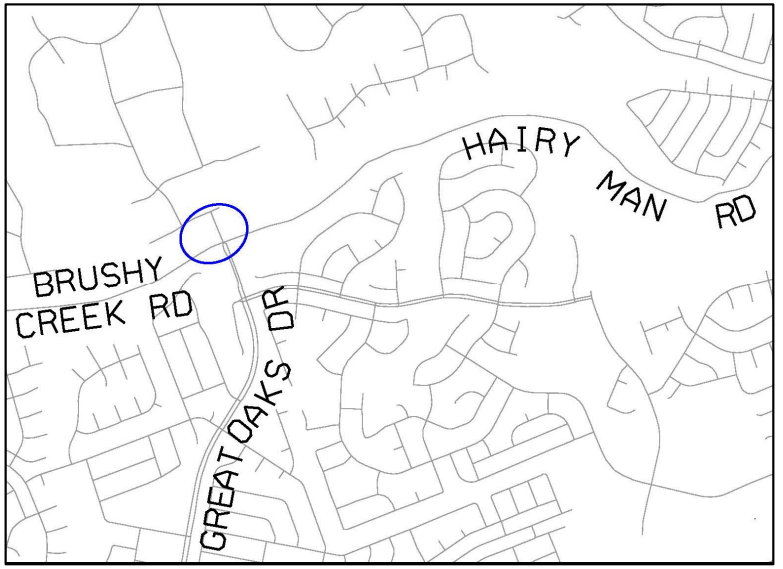
# SH 29
# (DB Woods Intersection)

# SH 29
# (DB Woods Intersection)

# Great Oaks Bridge at Brushy Creek

Anticipated Completion

Spring 2023




Original Contract Price = $10,580,634.11

Total Change Orders to Date = $29,487.96

Adjusted Contract Price = $10,610,122.07

Expenditures to Date = $2,411,874.02 (23%)

# Great Oaks Bridge at Brushy Creek

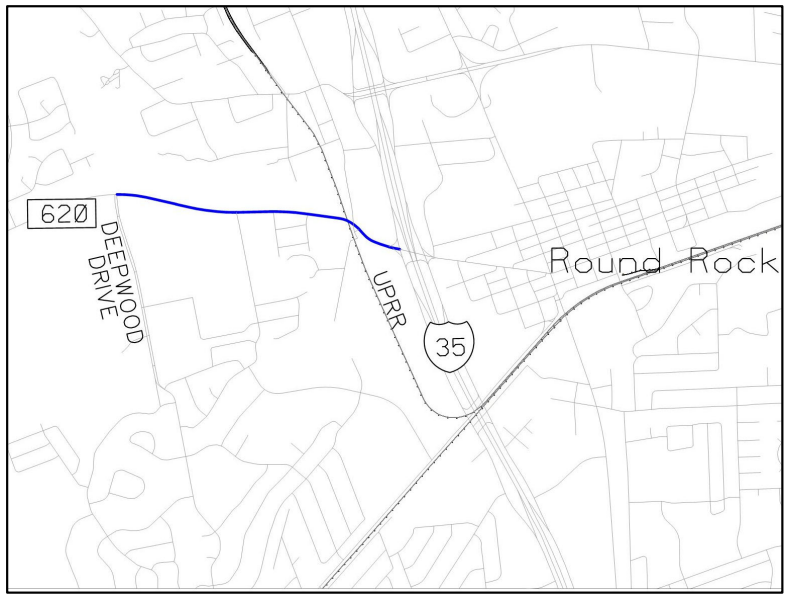
# Great Oaks Bridge at Brushy Creek

# Great Oaks Bridge at Brushy Creek

# RM 620 at Railroad / Chisholm Trail (IH 35 Frontage Road to Deep Wood Drive)

Anticipated Completion

Summer 2023




Partnership with TxDOT and the City of Round Rock

Original Contract Amount = $27,468,703.67

Construction is managed by TxDOT

# RM 620 at Railroad / Chisholm Trail
# (IH 35 Frontage Road to Deep Wood Drive)

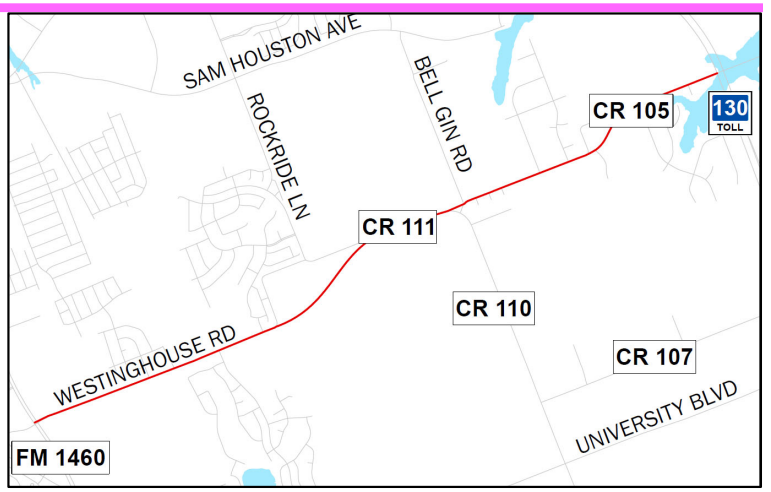
# RM 620 at Railroad / Chisholm Trail (IH 35 Frontage Road to Deep Wood Drive)

# RM 620 at Railroad / Chisholm Trail (IH 35 Frontage Road to Deep Wood Drive)

# CR 111 Westinghouse Road

Anticipated Completion

Early 2023




Original Contract Price = $21,024,332.88

Total Change Orders to Date = $0

Adjusted Contract Price = $ 21,024,332.88

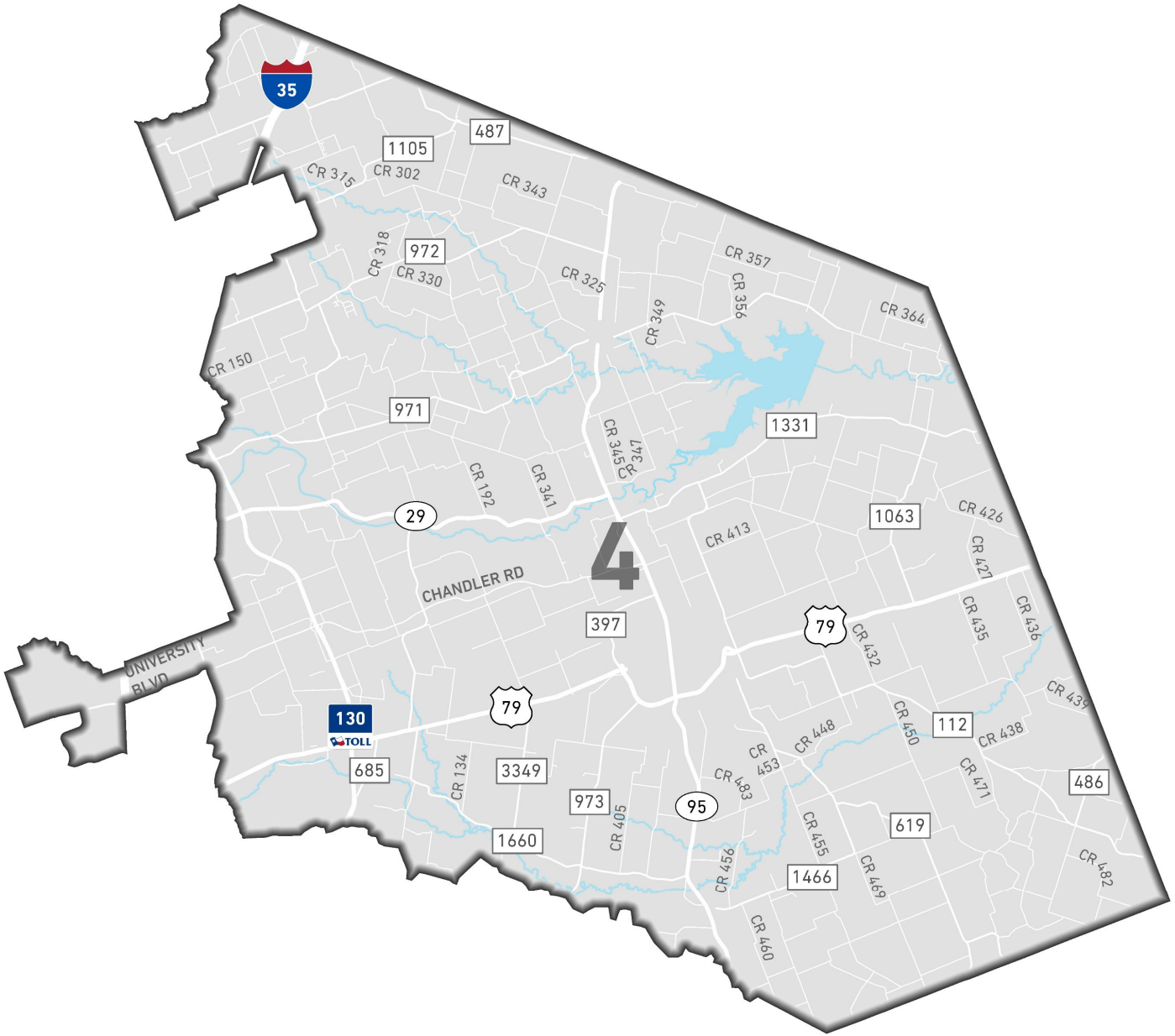
Expenditures to Date = $1,766,874.12 (8%)

# CR 111 Westinghouse Road

# CR 111 Westinghouse Road

# CR 111 Westinghouse Road

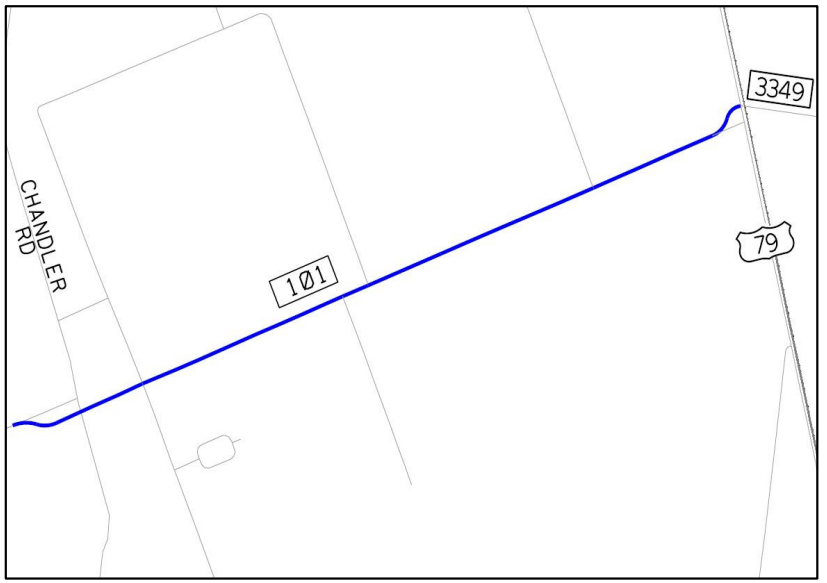
# Precinct 4


35
487
1105
CR 315
CR 302
CR 343
CR 318
972
CR 330
CR 325
CR 357
CR 356
CR 364
CR 349
CR 150
971
1331
CR 345
CR 347
CR 192
CR 341
29
4
CR 413
1063
CR 426
CR 427
CHANDLER RD
397
79
CR 432
CR 435
CR 436
CR 431
UNIVERSITY BLVD
130
TOLL
79
CR 450
112
CR 438
CR 448
CR 453
CR 483
CR 471
685
CR 134
3349
973
CR 405
95
486
619
1660
CR 455
CR 456
1466
CR 469
CR 482
CR 460

# CR 101
# (US 79 to North of Chandler Road)

Anticipated Completion

Spring 2022




Original Contract Amount = $13,092,842.00

Total Change Orders = $-58,067.26

Adjusted Contract Price = $13,034,774.74

Expenditures to Date = $11,404,633.76 (87%)

# CR 101
# (US 79 to North of Chandler Road)

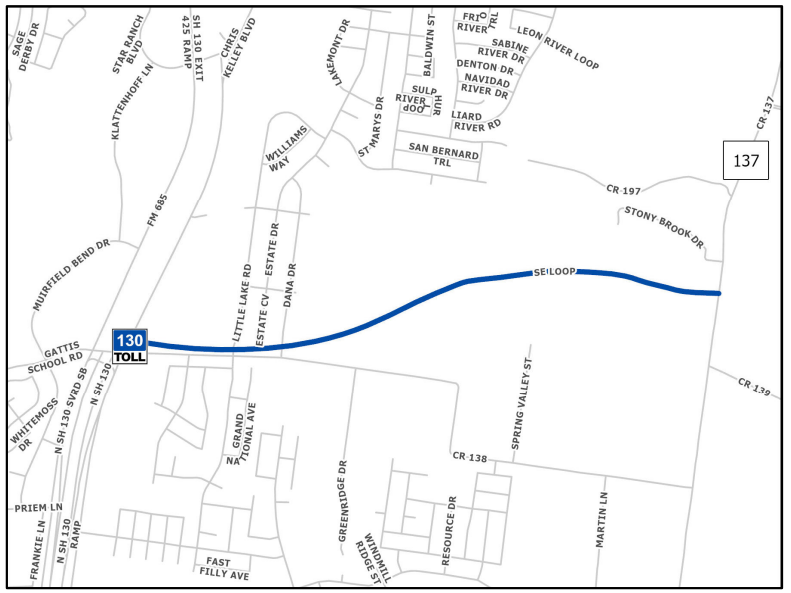
# CR 101
# (US 79 to North of Chandler Road)

# CR 101
# (US 79 to North of Chandler Road)

# Southeast Loop Segment 1, Phase 1 (Corridor E1) (CR 138 to CR 137)

## Anticipated Completion

Early 2023




Original Contract Amount = $11,526,789.09

Total Change Orders = $148,710.35

Adjusted Contract Price = $11,675,499.44

Expenditures to Date = $3,719,553.95 (31%)

# Southeast Loop Segment 1, Phase 1 (Corridor E1) (CR 138 to CR 137)

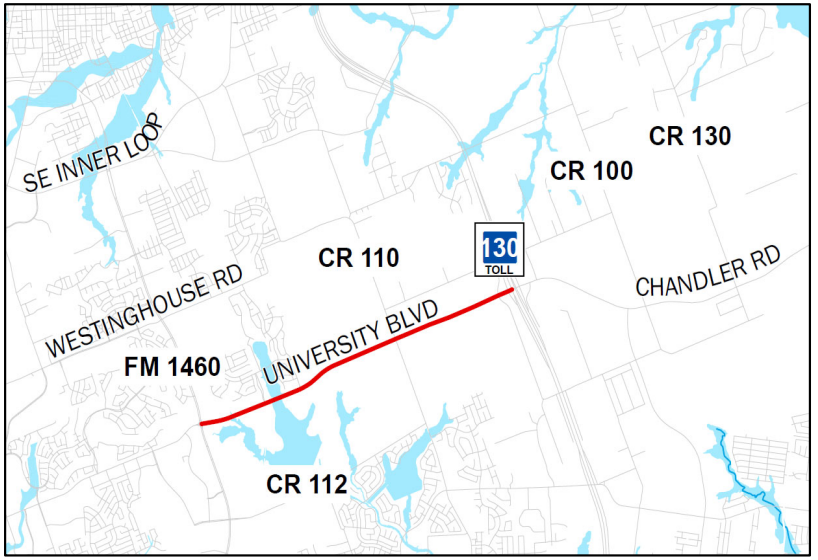
# Southeast Loop Segment 1, Phase 1 (Corridor E1) (CR 138 to CR 137)

# Southeast Loop Segment 1, Phase 1 (Corridor E1) (CR 138 to CR 137)

# University Boulevard Expansion (Chandler Road)

Anticipated Completion

Late 2022




Partnership with the City of Round Rock

Original Contract Amount = $11,104,890.49

Construction is managed by the City of Round Rock

# University Boulevard Expansion (Chandler Road)

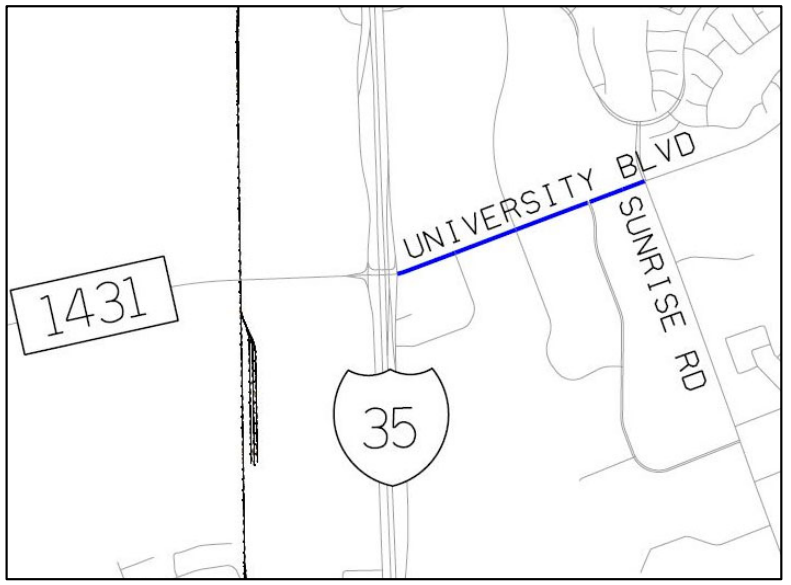
# University Boulevard Expansion (Chandler Road)

# University Boulevard Expansion (Chandler Road)

# University Boulevard Widening (IH 35 to Sunrise Road)

Anticipated Completion

Spring 2023




Partnership with the City of Round Rock

Original Contract Amount = $12,135,410.45

Construction is managed by the City of Round Rock

# University Boulevard Widening
# (IH 35 to Sunrise Road)

# University Boulevard Widening
# (IH 35 to Sunrise Road)

# University Boulevard Widening
# (IH 35 to Sunrise Road)

**Commissioners Court - Regular Session** **40.**

**Meeting Date:** 04/19/2022

3866 Forest North Drainage Improvements Phase 3 - Change Order #11 (WILCO 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. 11 in the amount of ($211,080.35) for Project 3866-Forest North Phase 3 Drainage Improvements (DeNucci Constructors) P: 225 Funding Source: Road Bond.

**Background**

This Change Order provides the balancing for the overrun of Contract quantities on the project paid for by Williamson County. The overruns were a result of addressing field conditions not accounted for in the original plans.

This Change Order results in a net decrease of $211,080.35 to the Contract amount, for an adjusted Contract total of $5,034,599.81. The original Contract amount was $4,793,058.15. Due to all Change Orders to-date, $241,541.66 has been added to the Contract. Of the $241,541.66 added to the Contract, the City of Austin is responsible for $194,457.87 (4.06%) for water line changes. The County is responsible for the remaining $47,083.79 (0.98%), which includes storm sewer and other drainage related changes. Zero (0) additional days will be added to the Contract as a result of this Change Order.

---

**Fiscal Impact**

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

**Attachments**

3866-ForestNorthPh3-CO#11(WiLCO-Balancing)

---

**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Becky Pruitt | 04/14/2022 08:58 AM |
| Form Started By: Julissa Vasquez | | Started On: 04/04/2022 12:54 PM |
| Final Approval Date: 04/14/2022 | | |

# WILLIAMSON COUNTY, TEXAS

## CHANGE ORDER NUMBER: 11

| | |
|---|---|
| ***Project:*** | ***Forest North Phase III*** |
| ***Roadway:*** | ***Rdwy Improvements*** |
| ***CSJ Number:*** | ***3866*** |

1. CONTRACTOR: **DeNucci Constructors**

2. Change Order Work Limits: Sta. VARIOUS to Sta. LOCATIONS

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

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

5. Describe the work being revised:

**2E: Differing Site Conditions.** This Change Order provides the balancing for the overrun and underrun of Contract quantities on the project paid for by Williamson County. The overruns and underruns were a result of addressing field conditions not accounted for in the original plans.

**See Attached**

7. New or revised plan sheet(s) are attached and numbered: **N/A**

8. New Special Provisions/Specifications to the contract are attached: ☐ Yes ☑ No

9. New Special Provisions to Item N/A No. N/A, Special Specification Item N/A are attached.

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

*The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change.*

THE CONTRACTOR Date 4/12/2022

By

Typed/Printed Name Aaron DeNucci

Typed/Printed Title Project Manager

***The following information must be provided***

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

Amount added by this change order: **($211,080.35)**

**RECOMMENDED FOR EXECUTION:**

4/13/2022
Project Manager Date

N/A
Design Engineer Date

4/13/2022
Program Manager Date

Design Engineer's Seal:

County Commissioner Precinct 1 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 2 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 3 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 4 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Judge Date
☐ APPROVED

# WILLIAMSON COUNTY, TEXAS

***CHANGE ORDER NUMBER:*** *11* ***Project # Fore st North Phase III***

**TABLE A:** Force Account Work and Materials Placed into Stock

| | LABOR | HOURLY RATE | | | HOURLY RATE |
|---|---|---|---|---|---|
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**TABLE B:** Contract Items:

| | | | | ORIGINAL + PREVIOUSLY REVISED | | ADD or (DEDUCT) | NEW | | |
|---|---|---|---|---|---|---|---|---|---|
| ITEM | DESCRIPTION | UNIT | UNIT PRICE | QUANTITY | ITEM COST | QUANTITY | QUANTITY | ITEM COST | OVERRUN/ UNDERRUN |
| 160-WC01 | FURNISHING AND PLACING TOPSOIL (4") | SY | $4.00 | 23,413.00 | $93,652.00 | (2,730.00) | 20,683.00 | $82,732.00 | ($10,920.00) |
| 162-6002 | BLOCK SODDING | SY | $8.00 | 4,960.00 | $39,680.00 | (3,185.00) | 1,775.00 | $14,200.00 | ($25,480.00) |
| 164-WC10 | SEEDING FOR EROSION CONTROL (TY 10)(TEMP) | SY | $0.55 | 11,711.00 | $6,441.05 | (11,711.00) | 0.00 | $0.00 | ($6,441.05) |
| 168-WC01 | VEGETATIVE WATERING | MG | $8.00 | 593.00 | $4,744.00 | (134.00) | 459.00 | $3,672.00 | ($1,072.00) |
| 401-6001 | FLOWABLE BACKFILL | CY | $145.00 | 65.00 | $9,425.00 | (38.11) | 26.89 | $3,899.05 | ($5,525.95) |
| 432-6002 | RIPRAP (CONC)(5 IN) | CY | $200.00 | 53.00 | $10,600.00 | (34.50) | 18.50 | $3,700.00 | ($6,900.00) |
| 432-6033 | RIPRAP (STONE PROTECTION)(18 IN) | CY | $220.00 | 93.00 | $20,460.00 | 7.27 | 100.27 | $22,059.40 | $1,599.40 |
| 432-6044 | RIPRAP (CONC)(FLUME) | CY | $200.00 | 49.00 | $9,800.00 | (14.73) | 34.27 | $6,854.00 | ($2,946.00) |
| 450-6052 | RAIL (HANDRAIL)(TY F) | LF | $125.00 | 54.00 | $6,750.00 | 14.00 | 68.00 | $8,500.00 | $1,750.00 |
| 460-6012 | CMP AR (GAL STL DES 5) | LF | $185.00 | 32.00 | $5,920.00 | (26.50) | 5.50 | $1,017.50 | ($4,902.50) |
| 460-6013 | CMP AR (GAL STL DES 6) | LF | $205.00 | 24.00 | $4,920.00 | (24.00) | 0.00 | $0.00 | ($4,920.00) |
| 464-6003 | RC PIPE (CL III)(18 IN) | LF | $46.00 | 2,230.00 | $102,580.00 | 76.00 | 2,306.00 | $106,076.00 | $3,496.00 |
| 464-6005 | RC PIPE (CL III)(24 IN) | LF | $80.00 | 2,993.00 | $239,440.00 | (60.00) | 2,933.00 | $234,640.00 | ($4,800.00) |
| 464-6007 | RC PIPE (CL III)(30 IN) | LF | $90.00 | 1,225.00 | $110,250.00 | (7.00) | 1,218.00 | $109,620.00 | ($630.00) |
| 465-6003 | MANH (COMPL)(PRM)(60 IN) | EA | $5,400.00 | 4.00 | $21,600.00 | (1.00) | 3.00 | $16,200.00 | ($5,400.00) |
| 467-6359 | SET (TY II)(18IN)(RCP)(4:1)(P) | EA | $2,600.00 | 12.00 | $31,200.00 | (12.00) | 0.00 | $0.00 | ($31,200.00) |
| 467-6391 | SET (TY II)(24IN)(RCP)(4:1)(P) | EA | $3,500.00 | 5.00 | $17,500.00 | (5.00) | 0.00 | $0.00 | ($17,500.00) |
| 496-6007 | REMOV STR (PIPE) | LF | $14.00 | 913.00 | $12,782.00 | 77.00 | 990.00 | $13,860.00 | $1,078.00 |
| 496-6043 | REMOV STR (SMALL FENCE) | LF | $8.00 | 178.00 | $1,424.00 | (109.00) | 69.00 | $552.00 | ($872.00) |
| | | | | | | | | | |
| TOTALS | | | | | $749,168.05 | | | $627,581.95 | ($121,586.10) |

# WILLIAMSON COUNTY, TEXAS

***CHANGE ORDER NUMBER: 11*** ***Project # st North Phase III***

**TABLE B:** Contract Items (*Continued*)

| | | | | ORIGINAL + PREVIOUSLY REVISED | | ADD or (DEDUCT) | NEW | | |
|---|---|---|---|---|---|---|---|---|---|
| ITEM | DESCRIPTION | UNIT | UNIT PRICE | QUANTITY | ITEM COST | QUANTITY | QUANTITY | ITEM COST | OVERRUN/ UNDERRUN |
| 506-6002 | ROCK FILTER DAMS (INSTALL)(TY 2) | LF | $35.00 | 285.00 | $9,975.00 | (119.00) | 166.00 | $5,810.00 | ($4,165.00) |
| 506-6011 | ROCK FILTER DAMS (REMOVE) | LF | $15.00 | 285.00 | $4,275.00 | (205.00) | 80.00 | $1,200.00 | ($3,075.00) |
| 506-6034 | CONSTRUCTION PERIMETER FENCE | LF | $8.00 | 858.00 | $6,864.00 | (588.00) | 270.00 | $2,160.00 | ($4,704.00) |
| 506-6038 | TEMP SEDMT CONT FENCE (INSTALL) | LF | $3.00 | 545.00 | $1,635.00 | (385.00) | 160.00 | $480.00 | ($1,155.00) |
| 506-6039 | TEMP SEDMT CONT FENCE (REMOVE) | LF | $1.00 | 545.00 | $545.00 | (332.00) | 213.00 | $213.00 | ($332.00) |
| 506-6040 | BIODEG EROSN CONT LOGS (INSTL)(8") | LF | $8.00 | 5,436.00 | $43,488.00 | (2,320.00) | 3,116.00 | $24,928.00 | ($18,560.00) |
| 506-6043 | BIODEG EROSN CONT LOGS (REMOVE) | LF | $2.00 | 5,436.00 | $10,872.00 | (2,320.00) | 3,116.00 | $6,232.00 | ($4,640.00) |
| 529-6002 | CONC CURB (TY II) | LF | $22.00 | 42.00 | $924.00 | (42.00) | 0.00 | $0.00 | ($924.00) |
| 529-6008 | CONC CURB & GUTTER (TY II) | LF | $22.00 | 47.00 | $1,034.00 | 157.00 | 204.00 | $4,488.00 | $3,454.00 |
| 529-6004 | DRIVEWAY (CONC) | SY | $105.00 | 2,049.00 | $215,145.00 | (148.82) | 1,900.18 | $199,518.90 | ($15,626.10) |
| 530-6005 | DRIVEWAYS (ACP) | SY | $135.00 | 136.00 | $18,360.00 | (71.89) | 64.11 | $8,654.85 | ($9,705.15) |
| 531-6001 | CONC SIDEWALKS (4") | SY | $60.00 | 298.00 | $17,880.00 | (73.60) | 224.40 | $13,464.00 | ($4,416.00) |
| 531-6010 | CURB RAMPS (TY 7) | EA | $3,200.00 | 4.00 | $12,800.00 | (1.00) | 3.00 | $9,600.00 | ($3,200.00) |
| 644-6071 | RELOCATE SM RD SN SUP&AM TY TWT | EA | $650.00 | 14.00 | $9,100.00 | (12.00) | 2.00 | $1,300.00 | ($7,800.00) |
| 760-6001 | DITCH CLEANING AND RESHAPING (GOOT) | LF | $12.00 | 470.00 | $5,640.00 | (470.00) | 0.00 | $0.00 | ($5,640.00) |
| 701S-T | TEMPORARY FENCE, 6 FEET IGH, CHAIN LINK | LF | $8.00 | 1,403.00 | $11,224.00 | (582.00) | 821.00 | $6,568.00 | ($4,656.00) |
| 701S-H | SECURITY FENCE 6 FT HIGH, TYPE WROUGHT IRON | LF | $75.00 | 82.00 | $6,150.00 | (34.00) | 48.00 | $3,600.00 | ($2,550.00) |
| 701S-F | WOOD FENCE PEDESTRIAN G ATE, 4 FT X 6 FT (CO#5) | EA | $400.00 | 4.00 | $1,600.00 | (1.00) | 3.00 | $1,200.00 | ($400.00) |
| 701S-G | WOOD FENCE VEHICLE GATE, 10 FT X 6 FT (CO#5) | EA | $700.00 | 2.00 | $1,400.00 | (2.00) | 0.00 | $0.00 | ($1,400.00) |
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| The "Totals" from Table B of the previous work sheet: | | | | | $749,168.05 | | | $627,581.95 | ($121,586.10) |
| TOTALS | | | | | $1,128,079.05 | | | $916,998.70 | ($211,080.35) |

# CHANGE ORDER REASON(S) CODE CHART

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

**Williamson County Road Bond Program**

**Forest North Drainage Phase 3**
**Williamson County Project No. 3866**

**Change Order No. 11**

**Reason for Change**

This Change Order provides the balancing for the overrun of Contract quantities on the project paid for by Williamson County. The overruns were a result of addressing field conditions not accounted for in the original plans.

This Change Order results in a net decrease of $211,080.35 to the Contract amount, for an adjusted Contract total of $5,034,599.81. The original Contract amount was $4,793,058.15. Due to all Change Orders to-date, $241,541.66 has been added to the Contract. Of the $241,541.66 added to the Contract, the City of Austin is responsible for $194,457.87 (4.06%) for water line changes. The County is responsible for the remaining $47,083.79 (0.98%), which includes storm sewer and other drainage related changes. Zero (0) additional days will be added to the Contract as a result of this Change Order.

**HNTB Corporation**

Oscar Salazar-Bueno, P.E.

**Commissioners Court - Regular Session** **41.**

**Meeting Date:** 04/19/2022

Reinstate Contract Amendment No. 2 RFQ #2572 Flood Plain Maps Update with Halff Associates, Inc. for HNTB

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

**Department:** Purchasing

**Agenda Category:** Regular Agenda Items

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## Information

### Agenda Item

Discuss, consider, and take appropriate action on an Amended and Restated Contract Amendment No. 2 to RFQ #2572 Flood Plain Maps Update (Atlas 14 Mapping) contract between Williamson County and Halff Associates, Inc. relating to the LRTP Program. P583 Fund Source: LRTP and CIP.

### Background

In March 2021, the parties executed Contract Amendment No.1. That document contained the incorrect grant number and this Amended and Restated version now contains the correct grant number. No other terms of the original amendment have been changed. Department Point of Contact is Marie Walters.

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## Fiscal Impact

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

## Attachments

Amendment #2

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## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing (Originator) | Joy Simonton | 04/13/2022 12:21 PM |
| County Judge Exec Asst. | Becky Pruitt | 04/13/2022 12:22 PM |
| Form Started By: Kim Chappius | | Started On: 04/06/2022 11:17 AM |
| Final Approval Date: 04/13/2022 | | |

# AMENDED AND RESTATED CONTRACT AMENDMENT NO. 2 TO WILLIAMSON COUNTY CONTRACT FOR ENGINEERING SERVICES

**WILLIAMSON COUNTY ROAD BOND PROJECT:**
**Flood Plain Maps Update (ATLAS 14 Mapping) ("Project")**

THIS AMENDED RESTATED CONTRACT AMENDMENT NO. 2 to Williamson County Contract for Engineering Services is by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Halff Associates, Inc. (the "Engineer") and becomes effective as of the date of the last party's execution below.

WHEREAS, the County and the Engineer executed the Williamson County Contract for Engineering Services dated effective March 24, 2020 (the "Contract");

WHEREAS, pursuant to Article 14 of the Contract, the terms of the Contract may be modified by a written fully executed Contract Amendment;

WHEREAS, the "Compensation Cap" under Article 5 of the Contract limits the maximum amount payable under the Contract and the parties wish to increase the stated amount as set out herein; and,

WHEREAS, the Services to be provided under the Contract by Engineer are for a regional floodplain study (Floodplain Maps Update – Atlas 14 Mapping) for a particular project area in Williamson County, Texas, as set out in a Contract between the Texas Water Development Board and Williamson County [TWDB Commitment No. GN1001290] (the "TWDB Agreement"); and,

WHEREAS, Article VII of the TWDB Agreement requires that all subcontracts executed and issued by County, such as the Contract between County and Engineer, include specific provisions and, thus, the Contract must be amended to incorporate such provisions; and,

WHEREAS, it has become necessary to amend the Contract.

## AGREEMENT

NOW, THEREFORE, premises considered, the County and the Engineer agree that the Contract is amended as follows:

**I.** The Compensation Cap under Article 5 of the Contract is hereby increased from $1,000,000.00 to $3,740,000.00.

**II.** The following Section C. shall be added to Article 1 of the Contract:

**C. TWDB Agreement Terms.**

1. Engineer agrees and acknowledges that it is subject to all applicable requirements of the TWDB Agreement and Engineer adopts, by reference, the requirements of Article VII of the TWDB Agreement for this Contract.
2. Engineer agrees this Contract is subject to audit by the Texas State Auditor's Office, and Engineer must cooperate with any request for information from the Texas State Auditor, as further described in Section II, Article X, Paragraph 1K of the TWDB Agreement;
3. Engineer agrees that payments under this Contract are contingent upon appropriation of funds by the Texas Legislature, as further described in Section II, Article X, Paragraph 1C of the TWDB Agreement;
4. Engineer agrees that ownership of data, materials and work papers, in any media, that is gathered, compiled, adapted for use, or generated by Engineer or County will become data, materials and work owned by TWDB and Engineer will have no proprietary rights in such data, materials and work papers, except as further described in Section II, Article V of the TWDB Agreement;
5. Engineer agrees that Engineer must keep timely and accurate books and records of accounts according to Generally Accepted Accounting Principles;
6. Engineer agrees that Engineer is solely responsible for securing all required licenses and permits from local, state and federal governmental entities and solely responsible for obtaining sufficient insurance in accordance with the general standards and practices of the industry or governmental entity; and
7. Engineer agrees that Engineer is an independent contractor and TWDB has no liability resulting from any failure of Engineer that results in breach of contract, property damage, personal injury or death.

**III.** The hourly Rates in the original Exhibit D of the Contract are hereby amended as shown in the attached revised Exhibit D (must be attached).

All other terms of the Contract are unchanged and will remain in full force and effect.

**IN WITNESS WHEREOF,** the County and the Engineer have executed this Amended and Restated Contract Amendment NO. 2, in duplicate, to be effective as of June 25, 2021.

| **ENGINEER:** | **COUNTY:** |
|---|---|
| **Halff Associates, Inc.** | **Williamson County, Texas** |
| By: _____ Signature | By: _____ Signature |
| Cindy Engelhardt, PE, CFM Printed Name | _____ Printed Name |
| Director of Water Resources, Austin Title | _____ Title |
| 4/4/2022 Date | _____ Date |

Exhibit D - Rates

**Williamson County Flood Plain Maps Update**

**Halff Associates, Inc.**

*as approved on 3/23/2021 through Amendment #1*

| DIRECT LABOR | RATE 2021 |
|---|---|
| Technical Advisor | $357 |
| Project Manager | $224 |
| Quality Manager | $235 |
| Senior Engineer | $270 |
| Project Engineer | $199 |
| Junior Engineer | $133 |
| Engineer-In-Training | $120 |
| Senior Engineer Tech | $133 |
| Engineer Tech | $102 |
| Senior CADD Operator | $117 |
| CADD Operator | $92 |
| RPLS - Task Leader | $224 |
| Senior Survey Tech (Must be Surveyor-in-Training (SIT)) | $133 |
| Survey Tech | $112 |
| 1 - Person Survey Crew | $133 |
| 2 - Person Survey Crew | $179 |
| 3 - Person Survey Crew | $209 |
| 4 - Person Survey Crew | $245 |
| Senior Programmer/Developer | $194 |
| Programmer/Developer | $143 |
| Junior Programmer/Developer | $122 |
| Senior GIS Operator | $153 |
| GIS Operator | $122 |
| GIS Technician | $97 |
| Admin/Clerical | $82 |
| **DIRECT EXPENSES** | **RATE** |
| Photocopies B/W (8 1/2" X 11") / each | $0.10 |
| Photocopies B/W (11" X 17") / each | $0.20 |
| Photocopies Color (8 1/2" X 11") / each | $0.75 |
| Photocopies Color (11" X 17") / each | $1.25 |
| Digital Ortho Plotting / sheet | $1.75 |
| Plots (B/W on Bond) / square foot | $0.60 |
| Plots (Color on Bond) / square foot | $1.60 |
| Plots (Color on Photographic Paper) / square foot | $4.00 |
| Color Graphics on Foam Board / square foot | $18.00 |

*Note: Hourly rates have been modified using CPI adjustment for South Region February 2021 2% increase.*

Exhibit D - Rate Schedule

**Williamson County Flood Plain Maps Update - Grant Funding Requests**

**EDGE Engineering, PLLC**

| **DIRECT LABOR** | **2021 Rates** |
|---|---|
| Project Manager | $232.97 |
| Quality Manager | $227.79 |
| Senior Engineer | $191.55 |
| Project Engineer | $170.84 |
| Design Engineer | $139.78 |
| Engineer-In-Training | $103.54 |
| Senior CADD Operator | $119.07 |
| CADD Operator | $93.19 |
| Senior GIS Operator | $144.96 |
| GIS Operator | $103.54 |
| GIS Technician | $88.01 |
| Admin/Clerical | $67.30 |
| **DIRECT EXPENSES** | |
| Photocopies B/W (8 1/2" X 11") / each | $0.10 |
| Photocopies B/W (11" X 17") / each | $0.21 |
| Photocopies Color (8 1/2" X 11") / each | $0.78 |
| Photocopies Color (11" X 17") / each | $1.29 |
| Digital Ortho Plotting / sheet | $1.81 |
| Plots (B/W on Bond) / square foot | $0.62 |
| Plots (Color on Bond) / square foot | $1.66 |
| Plots (Color on Photographic Paper) / square foot | $4.14 |
| Color Graphics on Foam Board / square foot | $18.64 |

**Commissioners Court - Regular Session** **42.**

**Meeting Date:** 04/19/2022

Reinstate Contract Amendment No. 1 RFQ #2572 Flood Plain Maps Update with Doucet & Associates, Inc. for HNTB

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

**Department:** Purchasing

**Agenda Category:** Regular Agenda Items

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## Information

### Agenda Item

Discuss, consider, and take appropriate action on an Amended and Restated Contract Amendment No. 1 to RFQ #2572 Flood Plain Maps Update (Atlas 14 Mapping) contract between Williamson County and Doucet & Associates relating to the LRTP Program. P583 Fund Source: LRTP and CIP.

### Background

In June 2021, the parties executed Contract Amendment No. 1. That document contained the incorrect grant number and this Amended and Restated version now contains the correct grant number. No other terms of the original amendment have been changed. Department Point of Contact is Marie Walters.

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## Fiscal Impact

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

## Attachments

Amendment

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## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing (Originator) | Joy Simonton | 04/13/2022 12:25 PM |
| County Judge Exec Asst. | Becky Pruitt | 04/13/2022 01:09 PM |
| Form Started By: Kim Chappius | | Started On: 04/06/2022 11:30 AM |
| Final Approval Date: 04/13/2022 | | |

# AMENDED AND RESTATED CONTRACT AMENDMENT NO. 1 TO WILLIAMSON COUNTY CONTRACT FOR ENGINEERING SERVICES

**WILLIAMSON COUNTY ROAD BOND PROJECT:**
**Flood Plain Maps Update (ATLAS 14 Mapping) ("Project")**

THIS AMENDED AND RESTATED CONTRACT AMENDMENT NO. 1 to Williamson County Contract for Engineering Services is by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Doucet & Associates, Inc. (the "Engineer").

WHEREAS, the County and the Engineer executed the Williamson County Contract for Engineering Services dated effective March 23, 2021 (the "Contract");

WHEREAS, pursuant to Article 14 of the Contract, the terms of the Contract may be modified by a written fully executed Contract Amendment;

WHEREAS, the "Compensation Cap" under Article 5 of the Contract limits the maximum amount payable under the Contract and the parties wish to increase the stated amount as set out herein; and,

WHEREAS, the Services to be provided under the Contract by Engineer are for a regional floodplain study (Floodplain Maps Update – Atlas 14 Mapping) for a particular project area in Williamson County, Texas, as set out in a Contract between the Texas Water Development Board and Williamson County [TWDB Commitment No. GN1001290] (the "TWDB Agreement"); and,

WHEREAS, Article VII of the TWDB Agreement requires that all subcontracts executed and issued by County, such as the Contract between County and Engineer, include specific provisions and, thus, the Contract must be amended to incorporate such provisions; and,

WHEREAS, it has become necessary to amend the Contract.

## AGREEMENT

NOW, THEREFORE, premises considered, the County and the Engineer agree that the Contract is amended as follows:

**I.** The following Section C. shall be added to Article 1 of the Contract:

**C. TWDB Agreement Terms.**

1. Engineer agrees and acknowledges that it is subject to all applicable requirements of the TWDB Agreement and Engineer adopts, by reference, the requirements of Article VII of the TWDB Agreement for this Contract.
2. Engineer agrees this Contract is subject to audit by the Texas State Auditor's Office, and Engineer must cooperate with any request for information from the Texas State Auditor, as further described in Section II, Article X, Paragraph 1K of the TWDB Agreement;
3. Engineer agrees that payments under this Contract are contingent upon appropriation of funds by the Texas Legislature, as further described in Section II, Article X, Paragraph 1C of the TWDB Agreement;
4. Engineer agrees that ownership of data, materials and work papers, in any media, that is gathered, compiled, adapted for use, or generated by Engineer or County will become data, materials and work owned by TWDB and Engineer will have no proprietary rights in such data, materials and work papers, except as further described in Section II, Article V of the TWDB Agreement;
5. Engineer agrees that Engineer must keep timely and accurate books and records of accounts according to Generally Accepted Accounting Principles;
6. Engineer agrees that Engineer is solely responsible for securing all required licenses and permits from local, state and federal governmental entities and solely responsible for obtaining sufficient insurance in accordance with the general standards and practices of the industry or governmental entity; and
7. Engineer agrees that Engineer is an independent contractor and TWDB has no liability resulting from any failure of Engineer that results in breach of contract, property damage, personal injury or death.

All other terms of the Contract are unchanged and will remain in full force and effect.

**IN WITNESS WHEREOF**, the County and the Engineer have executed this Amended and Restated Contract Amendment NO. 1, in duplicate, to be effective as of June 22, 2021.

| **ENGINEER:** | **COUNTY:** |
|---|---|
| **Doucet & Associates, Inc.** | **Williamson County, Texas** |
| By: _____ | By: _____ |
| Signature | Signature |
| Amy Doucet | _____ |
| Printed Name | Printed Name |
| President | _____ |
| Title | Title |
| 3/25/22 | _____ |
| Date | Date |

**Commissioners Court - Regular Session** **43.**

**Meeting Date:** 04/19/2022

Reinstate Contract Amendment No. 1 RFQ #2572 Flood Plain Maps Update with AECOM Technical Services, Inc. for HNTB

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

**Department:** Purchasing

**Agenda Category:** Regular Agenda Items

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**Information**

**Agenda Item**

Discuss, consider, and take appropriate action on an Amended and Restated Contract Amendment No. 1 to RFQ #2572 Flood Plain Maps Update (Atlas 14 Mapping) contract between Williamson County and AECOM Technical Services, Inc. relating to the LRTP Program. P: 583 Fund Source: LRTP and CIP.

**Background**

In June 2021, the parties executed Contract Amendment No. 1. That document contained the incorrect grant number and this Amended and Restated version now contains the correct grant number. No other terms of the original amendment have been changed. Department Point of Contact is Marie Walters.

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**Fiscal Impact**

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

**Attachments**

Amendment

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Becky Pruitt | 04/12/2022 12:51 PM |
| Purchasing (Originator) | Joy Simonton | 04/13/2022 12:29 PM |
| Form Started By: Kim Chappius | | Started On: 04/06/2022 11:58 AM |
| Final Approval Date: 04/13/2022 | | |

# AMENDED AND RESTATED CONTRACT AMENDMENT NO. 1 TO WILLIAMSON COUNTY CONTRACT FOR ENGINEERING SERVICES

**WILLIAMSON COUNTY ROAD BOND PROJECT:**
**Flood Plain Maps Update (ATLAS 14 Mapping) ("Project")**

THIS AMENDED AND RESTATED CONTRACT AMENDMENT NO. 1 to Williamson County Contract for Engineering Services is by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and AECOM Technical Services, Inc. (the "Engineer") and becomes effective as of the date of the last party's execution below.

WHEREAS, the County and the Engineer executed the Williamson County Contract for Engineering Services dated effective March 23, 2021 (the "Contract");

WHEREAS, pursuant to Article 14 of the Contract, the terms of the Contract may be modified by a written fully executed Contract Amendment;

WHEREAS, the "Compensation Cap" under Article 5 of the Contract limits the maximum amount payable under the Contract and the parties wish to increase the stated amount as set out herein; and,

WHEREAS, the Services to be provided under the Contract by Engineer are for a regional floodplain study (Floodplain Maps Update – Atlas 14 Mapping) for a particular project area in Williamson County, Texas, as set out in a Contract between the Texas Water Development Board and Williamson County [TWDB Commitment No. GN1001290] (the "TWDB Agreement"); and,

WHEREAS, Article VII of the TWDB Agreement requires that all subcontracts executed and issued by County, such as the Contract between County and Engineer, include specific provisions and, thus, the Contract must be amended to incorporate such provisions; and,

WHEREAS, it has become necessary to amend the Contract.

## AGREEMENT

NOW, THEREFORE, premises considered, the County and the Engineer agree that the Contract is amended as follows:

**I.** The following Section C. shall be added to Article 1 of the Contract:

**C. TWDB Agreement Terms.**

1. Engineer agrees and acknowledges that it is subject to all applicable requirements of the TWDB Agreement and Engineer adopts, by reference, the requirements of Article VII of the TWDB Agreement for this Contract.
2. Engineer agrees this Contract is subject to audit by the Texas State Auditor's Office, and Engineer must cooperate with any request for information from the Texas State Auditor, as further described in Section II, Article X, Paragraph 1K of the TWDB Agreement;
3. Engineer agrees that payments under this Contract are contingent upon appropriation of funds by the Texas Legislature, as further described in Section II, Article X, Paragraph 1C of the TWDB Agreement;
4. Engineer agrees that ownership of data, materials and work papers, in any media, that is gathered, compiled, adapted for use, or generated by Engineer or County will become data, materials and work owned by TWDB and Engineer will have no proprietary rights in such data, materials and work papers, except as further described in Section II, Article V of the TWDB Agreement;
5. Engineer agrees that Engineer must keep timely and accurate books and records of accounts according to Generally Accepted Accounting Principles;
6. Engineer agrees that Engineer is solely responsible for securing all required licenses and permits from local, state and federal governmental entities and solely responsible for obtaining sufficient insurance in accordance with the general standards and practices of the industry or governmental entity; and
7. Engineer agrees that Engineer is an independent contractor and TWDB has no liability resulting from any failure of Engineer that results in breach of contract, property damage, personal injury or death.

All other terms of the Contract are unchanged and will remain in full force and effect.

**IN WITNESS WHEREOF,** the County and the Engineer have executed this Amended and Restated Contract Amendment NO. 1, in duplicate, to be effective as of June 22, 2021.

| **ENGINEER:** | **COUNTY:** |
|---|---|
| **AECOM Technical Services, Inc.** | **Williamson County, Texas** |
| By: _____ | By: _____ |
| Signature | Signature |
| Kevin Klimek, PE | _____ |
| Printed Name | Printed Name |
| Associate Vice President | _____ |
| Title | Title |
| 3/29/2022 | _____ |
| Date | Date |

**Commissioners Court - Regular Session** **44.**

**Meeting Date:** 04/19/2022

SE Loop Segment 2 ROE

**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 Temporary Right of Entry Agreement with Clayton Properties Group, Inc. d/b/a Brohn Homes for right of way needs on the proposed SE Loop Segment 2 project. Funding Source: Road Bonds 392

**Background**

## Fiscal Impact

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

## Attachments

Brohn ROE

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Becky Pruitt | 04/14/2022 12:40 PM |
| Form Started By: Charlie Crossfield | | Started On: 04/13/2022 03:41 PM |
| Final Approval Date: 04/14/2022 | | |

**Project: Southeast Loop**
**County Tax ID # R020588 & R020620**

**TEMPORARY RIGHT OF ENTRY AGREEMENT**

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

**WHEREAS, Clayton Properties Group Inc. doing business in Texas as Brohn Homes** (herein "Owner"), is the fee simple owner, whether one or more, of a certain tract of land described as **County Tax ID No. R020588 & R020620** (herein "the Property"); and,

**WHEREAS, Williamson County,** and its employees, agents, consulting engineers, contractors, sub-contractors or other representatives, (collectively called the "County") is desirous of obtaining a Temporary Right of Entry that will permit it the right to enter into and upon the Property, for the purpose of surveying and performing archeological, environmental, and geotechnical services upon said tract; and,

**WHEREAS,** Owner is desirous of granting permission to the County to assist the County in completing the requested surveying, archeological, environmental, and geotechnical services on the subject tract subject to the below conditions;

**NOW, THEREFORE,**

It is understood and agreed by the parties hereto that this Temporary Right of Entry is hereby given by Owner to the County, upon the following terms and conditions:

1. That the County, its agents and contractors, shall have the right to enter the Property, **but only within the area that the County expects to acquire for right of way purposes (the County shall not be permitted to enter into other portions of the Property not subject to said acquisition)** from and after April 5, 2022 for a period not to exceed three (3) months for the purposes described herein. The County shall provide written notice to Owner's authorized representative (Tyler Gatewood, tylerg@brohnhomes.com) and to counsel for Owner (Barron, Adler, Clough & Oddo, LLP, attn: Chris Clough, clough@barronadler.com) at least two (2) days prior to each entry onto the Property for the purposes stated herein. Owner reserves the right to have any of its authorized representative(s) be present for any or all operations being performed as a result of the use of this Temporary Right of Entry. Owner agrees to cooperate with the County in allowing the County to have access to the Property under the terms described herein and for the purposes described herein. County shall not have the right to enter the Property for any other purpose other than the purposes described herein.

2. That the County shall avoid disturbing paved or heavily landscaped areas, and shall, to the extent reasonably possible, only disturb those areas that are not improved. Any digging or other disturbance of the ground shall immediately be returned as closely as possible to the condition which existed prior to the entry by the County, and all gates will be left in the same manner as they were prior to entry by the County.

Some trimming of underbrush and branches for access and line of sight surveying is allowable. No accessway to the Property shall be blocked either fully or partially at any time.

3. That the County agrees that it will, at regular intervals and at the termination of this Temporary Right of Entry Agreement, remove any and all trash and other debris brought upon the Property by the County, its employees, servants, agents, or contractors.

4. That the County agrees that it will not discharge any hazardous substances, as that term is defined by applicable law, upon the Property and if any hazardous substances are discharged on the Property, the County will promptly remediate any damage.

5. That any gates used by the County will be closed and secured by the County after passing through same. Further, no fences will be cut or damaged by the County.

6. That the grant herein made shall not prejudice or impair, in any way, Owner's rights to receive full and just compensation for the interest that may be acquired by the County in the Property plus remainder damages, if any, as well as any and all relocations benefits available to Owner under applicable statutes, and that Owner reserves all rights, title, and interest in and to the Property.

7. That the County further agrees, upon the receipt of a written request, to make available to Owner for inspection and copying, the final report, survey or assessment resulting from the entry to the Property granted herein, including but not limited to surveys and environmental reports, and any other final reports pertaining to the Property's physical condition, which are in the County's possession, custody, or control.

8. To the extent permitted by the laws and Constitution of the State of Texas, the County will indemnify, defend and hold Owner harmless against any and all claims for personal injury of third parties and damages to the property of third parties that are caused by the County's use of the Property; provided Owner promptly notifies the County of any such claim and provides the County with the opportunity to defend against the claim. The foregoing indemnity shall not include any amounts payable as a result of the use or possession of the property by Owner or pursuant to settlements that have not been approved in advance by the County. The County will cause its employees, agents, consulting engineers, contractors, sub-contractors or other representatives authorized to enter the Property under this Agreement (collectively called the "County") to be responsible for the safety of all the County's employees, agents, consulting engineers, contractors, sub-contractors or other representatives who enter onto the Property at the direction of the County.

**IN WITNESS WHEREOF,** Owner and the County have caused this instrument to be executed on this **Tuesday of April 5, 2022.**

**OWNER(S):**
Clayton Properties Group Inc.

By: _____

Printed Name: Adam Boering

Title: Co-President

**COUNTY:**
Williamson County

By: _____

Printed Name: _____

**Commissioners Court - Regular Session** **45.**

**Meeting Date:** 04/19/2022

Passive Park Agreement

**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 Passive Park Agreement with MK Madison, LP and Pulte Homes of Texas, LP.

### Background

## Fiscal Impact

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

## Attachments

Passive Park Agreement

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Becky Pruitt | 04/14/2022 12:40 PM |
| Form Started By: Charlie Crossfield | | Started On: 04/13/2022 03:45 PM |
| Final Approval Date: 04/14/2022 | | |

# PASSIVE PARK AGREEMENT

STATE OF TEXAS §

COUNTY OF WILLIAMSON §

THIS PASSIVE PARK AGREEMENT (this "**Agreement**") is made and entered into by and between **MK MADISON, LP**, a Texas limited partnership ("**MK**"), **PULTE HOMES OF TEXAS, L.P.**, a Texas limited partnership ("**Pulte**") and **WILLIAMSON COUNTY, TEXAS** (the "**County**"). MK, Pulte and the County are referred to collectively as the "**Parties**".

## RECITALS:

1. MK owns that certain 486.324 acre tract of land situated in the City of Georgetown, County of Williamson, Texas, described by metes and bounds in the "Special Warranty Deed" between the Madison at Georgetown Cotenancy, MMSG Limited Partnership, a Texas limited partnership, and MK Madison, a Texas limited partnership, recorded as Document No. 2021197306 in the Official Public Records of Williamson County, and by sketch on the attached **Exhibit A** (the "**Land**").

2. Pulte is under contract with MK to purchase approximately 201.435 acres out of the Land (the "**Pulte Portion of the Land**") more particularly described on the attached **Exhibit B** which includes approximately 11.4 acres adjacent to certain land owned by the Williamson County Park Foundation Inc, a Texas nonprofit corporation. The 11.4 acres is situated where generally shown on the attached **Exhibit C** (the "**Passive Parkland**").

3. MK requested consent from the City of Georgetown, Texas to form a municipal utility district on the Land, and the City's consent is conditioned on (among other things) a requirement that MK and Pulte enter into an agreement with the County pursuant to which the Trail and Trail Improvements (defined below) will be constructed and maintained on the Passive Parkland.

4. The County, MK and Pulte are entering into this Agreement to set out certain agreements with respect to the Passive Parkland, Trail, and Trail Improvements, as more particularly described below.

**NOW, THEREFORE**, in consideration of these premises and the promises contained herein, the Parties agree as follows:

## AGREEMENT:

1. DEFINITIONS. In addition to the terms defined in the Recitals, the following words have the following meanings when used in this Agreement:

a. **City** – means the City of Georgetown, Texas.

b. **Passive Park** - means open space or green space areas which remain largely in a natural undisturbed state.

c. **Permits** – means any and all federal, state, regional, or local permits, authorizations or permissions needed to construct and maintain the Trail and the Trail Improvements in the Passive Parkland.

d. **Trail** – means a mown or mulched native trail approximately 2,300 feet long and 6 feet wide traversing the Passive Parkland in generally a southwest to northeast direction, commencing at the westernmost boundary of the Passive Parkland and ending at its northernmost boundary as generally shown on **Exhibit C**.

e. **Trail Improvements** – means a minimum of 4 benches, 2 trash receptacles, and 2 trail head signs, each to be located generally where shown on the attached **Exhibit C** and to be of at least the same quality as similar improvements being installed by MK on the portions of the Land owned by MK.

f. **USFWS Agreement** – means an agreement between the Williamson County Conservation Foundation and the U.S. Fish and Wildlife Service with respect to an area that includes the Passive Park.

2. PULTE OBLIGATIONS. Pulte agrees to convey the Passive Parkland to the County via plat or separate instrument (as the County may require in its sole discretion) for use solely as public parkland. If the Pulte Portion of the Land directly abutting the Passive Parkland and labeled as "Parcel 4 Del Webb Residential" on the attached **Exhibit C** is final platted in phases, Pulte may convey the Passive Parkland to the County in similar phases, *provided however* that all the Passive Parkland must be conveyed to the County before or within thirty (30) days following recording of the last final plat of the Pulte Portion of the Land that contains land abutting the Passive Parkland (being the land labeled as "Parcel 4 Del Webb Residential" on the attached **Exhibit C**). Each such dedication of Passive Parkland must include a reservation of rights to MK and the City, subject to compliance with the USFWS Agreement, to cross the Passive Parkland with easements that benefit the balance of the Land and for MK to enter the Passive Parkland to perform its obligations hereunder, and be free and clear of liens arising by, through or under Pulte but otherwise subject to all matters of record or apparent on the Passive Parkland. The easement for the wastewater line will be located generally as shown in **Exhibit D**.

3. MK OBLIGATIONS: MK, at its expense, will:

a. Apply for any applicable Permits for the construction of, and construct, the Trail prior to final dedication of the Passive Parkland to the County.

b. After completion of the Trail and Trail Improvements, continuously maintain or cause to be maintained, the Trail and Trail Improvements in good repair (free of debris that blocks access and trash) for so long as the Passive Parkland is used for parkland purposes to at least the level of maintenance and repair that the County provides to similar trails and improvements in its other natural, open, and preserve areas. The obligation to maintain includes the obligation to repair the Trail Improvements, and to replace the Trail Improvements at the end of their useful lives. MK's Trail maintenance activities include, but are not limited to, mowing, mulching, weed management, brush clearing, restoration and all other activities needed to make the Trail useable by the public, subject in all instances to the USFWS Agreement.

c. To the extent the Permits remain applicable following completion of the Trail, keep the Permits in full force and effect, and comply with said Permits for so long as the Passive Parkland is used for parkland purposes.

d. Subject to the USFWS Agreement, maintain the remainder of the Passive Parkland (i.e., outside the Trail area) as a natural open area to at least the level of maintenance and repair that the County provides to similar natural, open areas for so long as the Passive Parkland is used for parkland purposes.

4. COUNTY OBLIGATIONS. The County will:

a. Accept each dedication of the Passive Parkland from Pulte (or MK, if Pulte does not acquire the Pulte Portion of the Land), for use solely as public parkland, and allow the Passive Parkland to be used by the residents of the Land and members of the general public.

b. Subject to MK's construction and maintenance obligations related to the Trail and Trail Improvements in paragraph 3 of this Agreement, preserve, operate and maintain the Passive Parkland as a Passive Park for so long as the Passive Parkland is used for parkland purposes.; provided, however, that the Trail and the Trail Improvements shall be allowed to be constructed or placed and remain in the Passive Parkland.

5. MISCELLANEOUS

a. This Agreement will bind and inure to the benefit of the Parties and their successors and assigns.

b. This is the entire agreement between the Parties with respect to the subject matter hereof. As of this date, there are no other agreements or representations, oral or written, between the Parties in conflict with this Agreement. Any revision, modification, or amendment of this Agreement will be effective only when reduced to writing and signed by the Parties. NO OFFICIAL, AGENT, OR EMPLOYEE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND OR MODIFY THIS AGREEMENT EXCEPT PURSUANT TO SUCH

EXPRESS AUTHORITY AS MAY BE DELEGATED BY THE COMMISSIONERS' COURT.

c. MKs obligation to maintain the Trail Improvements may be assigned to a homeowners association benefitting the portions of the Land owned by MK; any other assignment by MK requires the consent of the County, which consent will not be unreasonably withheld or unduly delayed by the County, and, if applicable, amendment of the relevant agreement between the City and MK.

d. The rights, duties, and responsibilities of Pulte may be assigned to a subsequent owner of the Pulte Portion of the Land or the Passive Parkland; any other assignment by Pulte requires the consent of MK and the County, which consent will not be unreasonably withheld or unduly delayed by MK or the County, and, if applicable, amendment of the relevant agreement between the City and MK.

e. After Pulte has dedicated, transferred, or otherwise conveyed the entire Passive Parkland to the County, or if the contract between MK and Pulte for the acquisition of the Pulte Portion of the Land terminates without Pulte acquiring the Pulte Portion of the Land, Pulte will cease to be a Party to this Agreement and thereafter this Agreement will be between the County and MK only and MK automatically will assume, and will perform (or cause to be performed), the obligations of Pulte set out in paragraph 2.

f. If a Party fail to perform when and as required by this Agreement (the "**Non-performing Party**"), the performing Parties (each a "**Performing Party**") shall diligently pursue performance of this Agreement, or, if any Performing Party does not wish to diligently pursue performance, the Performing Party will promptly notify any other Performing Parties and the City, and if a Performing Party or the City requests, the Performing Party will assign to the City its rights under this Agreement so the City may seek to enforce such obligation directly.

g. Any notices to be given by one Party to the others by this Agreement will be given in writing addressed to the Party at the address set forth below for such Party when personally delivered, delivered by email (with a copy sent by another method permitted by this paragraph), delivered by overnight delivery, or sent certified United States mail, postage prepaid, return receipt requested to the Parties hereto at the following addresses For purposes of notice, the addresses shall, until changed as provided below, be as follows:

MK: MK Madison, LP
1011 N. Lamar Blvd.
Austin, Texas 78703
Attn: Blake J. Magee
E-mail: blake@blakemageeco.com

| | |
|---|---|
| Pulte: | Pulte Homes of Texas, L.P.<br>9401 Amberglen Blvd.<br>Bldg I, Ste 150<br>Austin, Texas 78729<br>Attn.: Bryan Beil, Vice President<br>Email: Bryan.Beil@pultegroup.com |
| Williamson County: | Williamson County Parks and Recreation<br>219 Perry Mayfield Blvd.<br>Leander, Texas 78641<br>Attn: Joshua D. Renner |
| City: | City Manager<br>City of Georgetown<br>808 Martin Luther King, Jr. St.<br>Georgetown, Texas 78626 |
| *With a required copy to:* | City Attorney<br>City of Georgetown<br>809 Martin Luther King, Jr. St.<br>Georgetown, Texas 78626 |

The date of receipt shall be the date of actual receipt of such notice if the notice is personally delivered, the date of delivery if sent by email (provided that any email sent after 5:00 p.m. or on a non-business day shall be deemed received on the next business day), the date delivered to an overnight delivery service for "next day" delivery, or if sent by certified mail, the date of actual receipt or two (2) days after the postmark date, whichever is sooner. The Parties shall have the right from time-to-time to change their respective addresses by written notice to the other Party(ies).

h. The construction and validity of this Agreement shall be governed by the laws of the State of Texas. This Agreement is wholly performable in Williamson County, Texas, and concerns real property located in Williamson County.

i. All exhibits and other documents attached to or referred to this Agreement are incorporated herein by reference for the purpose set forth in this Agreement.

j. The provisions of this Agreement are severable, and if any words, phrases, clause, sentence, paragraph, or other part of this Agreement, or the application thereof to any person or circumstances should ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such work, clause, sentence, paragraph, or part of this Agreement to other persons or circumstances shall be construed as if such invalid or unconstitutional portion had never been contained herein.

k. Any number or gender used in this Agreement shall be construed to include any other number or gender as necessary to provide for the intention of the Parties and a reasonable interpretation of this Agreement.

l. When mediation is acceptable to all Parties in resolving a dispute arising under this Agreement, the Parties agree to use the Dispute Resolution Center of Austin, Texas, as the provider of mediators for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless all Parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in Section 154.073 of the Texas Civil Practice and Remedies Code, unless the Parties agree, in writing, to waive the confidentiality.

m. This Agreement supersedes and replaces in its entirety a certain Possession and Use Agreement (the "**Prior Agreement**") dated September 16, 2013 between the County, John D. Gourley, Robert W. Teeter, Pamela S. Teeter a/k/a Pamela S. Gourley, Vincent J. Stagliano, Peggy S. Stagliano, John H. Teeter and Wolf Von Buchholtz, recorded under Document No. 2013102459, Official Public Records of Williamson County, Texas. From and after the execution of this Agreement, the Prior Agreement will be null, void and of no further force and effect.

**EXHIBIT LIST:**

| | |
|---|---|
| EXHIBIT A | Land (486.324 acres) |
| EXHIBIT B | Pulte Portion of the Land (201.435 acres) |
| EXHIBIT C | Passive Parkland, Trail, Trail Improvements |
| EXHIBIT D | Wastewater Easement (Bore) |

(Signature Pages Follow)

EXECUTED to be effective as of the later date set forth below.

**MK MADISON, LP**, a Texas limited partnership

By: Blake Magee GP, LLC, a Texas limited liability company

By: Blake Magee
Blake J. Magee, President
Date: 4/7/22

**PULTE HOMES OF TEXAS, L.P.**, a Texas limited partnership

By: Pulte Nevada I, LLC, a Delaware limited liability company

By: _____
Bryan Beil, Vice President – Land Acquisitions Central Texas
Date: 4/7/22

**WILLIAMSON COUNTY, TEXAS**

By: _____

Date: _____

# METES AND BOUNDS DESCRIPTION
# 486.324 ACRES
# BURRELL EAVES SURVEY, ABSTRACT 216
# LEMUEL S. WALTERS SURVEY, ABSTRACT 653
# WILLIAMSON COUNTY, TEXAS

Being 486.324 acres or 21,184,268 square feet of land situated in the Burrell Eaves Survey, Abstract Number 216 and the Lemuel S. Walters Survey, Abstract Number 653, Williamson County, Texas, and being a portion of the remainder of a called 165.97 acre tract (TRACT 1) conveyed in a General Warranty deed with Vendor's Lien to Wolf Von Buchholtz, (38% undivided interest), Robert W. Teeter and Pamela S. Teeter, husband and wife (17% undivided interest), John D. Gourley (29% undivided interest) and John D. Gourley, Trustee (16% undivided interest), as recorded in Document Number 2006001445 of the Official Public Records of Williamson County, Texas (O.P.R.W.C.T.) and a portion of the remainder of a called 424.43 acre tract (TRACT 2) conveyed in a Warranty deed with Vendor's Lien to John D. Gourley (30.85% undivided interest), Robert W. Teeter and wife, Pamela S. Teeter (12.34% undivided interest), Vincent J. Stagliano and wife, Peggy S. Stagliano (48.595% undivided interest) and John H. Teeter (8.215% undivided interest), as recorded in Document No. 2006052470, O.P.R.W.C.T. and a called 4.878 acres tract (TRACT 3) conveyed in a Special Cash warranty Deed to Wolf Von Buchholtz (10.68% undivided interest), John D. Gourley (34.83% undivided interest), Robert W. Teeter and Pamela S. Gourley (19.555% undivided interest) and Vincent J. Stagliano and wife, Peggy S. Stagliano (34.935% undivided interest), as recorded in Document No. 2007099395, O.P.R.W.C.T. Said 486.324 Acre tract of land being more particularly described by metes and bounds as follows with all bearings being referenced to the Texas State Plane Coordinate System, Texas Central Zone, NAD 83/90 HARN Datum with all distances shown hereon converted to surface values by multiplying by the combined scale factor of 1.000143965.

**BEGINNING,** at a found concrete monument with TxDOT disc, for the southeast corner of said Tract 1 and the northeast corner of the remainder of a called 32.91 acre tract conveyed to Clyde and Martha Thompson, as recorded in Volume 532, Page 496 of the Deed Records of Williamson County, Texas (D.R.W.C.T.), said point being on the southwesterly Right-of-Way line of State Highway 195 (Right-of-Way Width Varies) conveyed to the State of Texas Department of Transportation, as described in Volume 6, Page 364, Civil Minutes of Williamson County, Texas;

**THENCE,** with the line common to the south line of said Tract 1 and the north line of the remainder of said 32.91 acre tract, the following two (2) courses and distances:

1) South 49 degrees 27 minutes 43 seconds West, with the line common to the south line of said Tract 1 and the north line of the remainder of said 32.91 acre tract, a distance of 584.19 feet to a found PK Nail set in concrete at a fence corner;

2) South 42 degrees 40 minutes 58 seconds West, with the line common to the south line of said Tract 1 and the north line of the remainder of said 32.91 acre tract, a distance of 645.64 feet to a found 1/2-inch iron rod with cap stamped "CS LTD" at the northwest corner of the remainder of said 32.91 acre tract and the northeast corner of the plat of Shady Oaks Estates, Section 4, Phase 4, as recorded in Document No. 2005091523, O.P.R.W.C.T., said point being along or near the line common to the south line of the Lemuel S. Walters Survey, Abstract 653 and the north line of the Burrell Eaves Survey, Abstract 216;

**THENCE**, along or near the line common to the south line of the Lemuel S. Walters Survey, Abstract 653 and the north line of the Burrell Eaves Survey, Abstract 216 with the line common to the south line of said Tract 1 and the north line of said Shady Oaks Estates, Section 4, Phase 4 and the north line of Shady Oaks Estates, Section 4, Phase 5, as recorded in Document No. 2006094525, O.P.R.W.C.T. and the north line of Shady Oaks Estates, Section 4, Phase 7B, as recorded in Document No. 2012001433, O.P.R.W.C.T., the following four (4) courses and distances:

1) South 68 degrees 22 minutes 59 seconds West, a distance of 1,068.71 feet to a found 1/2-inch iron rod;
2) South 69 degrees 54 minutes 10 seconds West, a distance of 1,234.90 feet to a found 1/2-inch iron rod;
3) South 68 degrees 53 minutes 14 seconds West, a distance of 1,291.34 feet to a found 1/2-inch iron rod with cap stamped "CS LTD";
4) South 68 degrees 51 minutes 20 seconds West, a distance of 542.25 feet to a found PK Nail in concrete at a fence corner at a north corner of said Shady Oaks Estates, Section 4, Phase 7B and an eastern corner of Shady Oaks Estates, Section 4, Phase 8, as recorded in Document No. 2014037736, O.P.R.W.C.T.;

**THENCE**, departing the line along or near the line common to the south line of the Lemuel S. Walters Survey, Abstract 653 and the north line of the Burrell Eaves Survey, Abstract 216 and the line common to the south line of said Tract 1 and the north line of said Shady Oaks Estates, Section 4, Phase 7B, running with the line common to the west line of said Tract 1 and an east line of said Shady Oaks Estates, Section 4, Phase 8, the following two (2) courses and distances:

1) North 23 degrees 14 minutes 49 seconds West, a distance of 231.99 feet calculated point inside the west side of a 32" Live Oak tree;
2) North 20 degrees 51 minutes 19 seconds West, a distance of 427.16 feet to a found 1/2-inch iron rod with cap stamped "MAPLES RPLS 5043" at the northeast corner of said Shady Oaks Estates, Section 4, Phase 8 and the most northerly southeast corner of said Tract 2;

**THENCE**, South 68 degrees 54 minutes 47 seconds West, departing the west line of said Tract 1 with a line common to a southerly line of said Tract 2 and the northerly line of said Shady Oaks Estates, Section 4, Phase 8, a distance of 750.31 feet to a found 1/2-inch iron rod with cap stamped "MAPLES RPLS 5043" at the northwest corner of said Shady Oaks Estates, Section 4, Phase 8 and a southerly corner of said Tract 2;

**THENCE**, South 21 degrees 04 minutes 11 seconds East, with the line common to an east line of said Tract 2 and the west line of said Shady Oaks Estates, Section 4, Phase 8, a distance of 2,163.37 feet to a found 1/2-inch iron rod with cap stamped "CD LTD" at the southwest corner of said Shady Oaks Estates, Section 4, Phase 8 and the northwest corner of Shady Oaks Estates, Section 4, Phase 9, as recorded in Document No. 2010020338, O.P.R.W.C.T.;

**THENCE**, South 21 degrees 04 minutes 40 seconds East, with the line common to an east line of said Tract 2 and the west line of said Shady Oaks Estates, Section 4, Phase 9, passing a 1/2-inch iron rod with cap stamped "MAPLES RPLS 5043" for the southeast corner of said Tract 2 and the northeast corner of said Tract 3, at a distance of 505.49 feet for a total distance of 620.46 feet to a found 1/2-inch iron rod with cap stamped "CHAPARRAL BOUNDARY" at the southwest corner of said Shady Oaks Estates, Section 4, Phase 9 and the southeast corner of said Tract 3 and a non-tangent intersection with a curve;

**THENCE,** with the lines common to the south line of said Tract 3 and the north lines of the Planned Unit Development of Sun City Georgetown, Neighborhood Twenty-Four "B2" and the Planned Unit Development of Sun City Georgetown, Neighborhood Twenty-Four "B", as recorded in Document No. 2004004281, O.P.R.W.C.T. and a north line of a called 176.025 acre tract (Whitewing Golf Course – Parcel #4) conveyed to the Georgetown Community Association, Inc., as recorded in Document No. 2007007635, O.P.R.W.C.T., the following four (4) courses and distances:

1) 280.30 feet along the arc of a curve to the right, having a radius of 3,776.70 feet, a central angle of 04 degrees 15 minutes 09 seconds, a chord bearing of South 85 degrees 06 minutes 35 seconds West, and a chord length of 280.23 feet to a found 1/2-inch iron rod and a point of tangency;
2) South 86 degrees 00 minutes 17 seconds West, a distance of 145.90 feet to a found 1/2-inch iron rod with cap stamped "SURVCON" at the northeast corner of the Planned Unit Development of Sun City Georgetown, Neighborhood Twenty-Four "B", as recorded in Document No. 2004004281, O.P.R.W.C.T.;
3) South 86 degrees 42 minutes 33 seconds West, with the line common to the south line of said Tract 3 and the north line of said Neighborhood Twenty-Four "B", a distance of 1,065.04 feet to a found 1/2-inch iron rod with cap stamped "SURVCON" at the northeast corner of a called 176.025 acre tract (Whitewing Golf Course – Parcel #4) conveyed to the Georgetown Community Association, Inc., as recorded in Document No. 2007007635, O.P.R.W.C.T. and the northwest corner of said Neighborhood Twenty-Four "B";
4) South 86 degrees 23 minutes 18 seconds West, with the line common to the south line of said Tract 3 and the north line of said 176.025 acre tract, a distance of 274.15 feet to a found 1/2-inch iron rod with cap stamped "SURVCON INC" at the southeast corner of said Tract 3 and a northerly corner of said 176.025 acre tract on the east line of the Frederick Foy Survey, Abstract 229;

**THENCE**, North 24 degrees 05 minutes 52 seconds West, with the line common to the west line of said Burrell Eaves Survey, Abstract 216 and the west line of said Frederick Foy Survey, Abstract 229 and the west lines of said Tracts 2 and 3 and an east line of said 176.025 acre tract, passing a found 1/2-inch iron rod with cap stamped "CHAPARRAL BOUNDARY" at a distance of 1.73

feet, and passing a found 1/2-inch iron rod with cap stamped "SURVCON INC" at the northernmost northeast corner of said 176.025 acre tract and the southeast corner of a called 133.610 acre tract (TRACT III), conveyed to Pulte Homes of Texas, L.P., as recorded in Document No. 2018042844, O.P.R.W.C.T., and passing at a distance of 98.27 feet, and passing a 1/2-inch iron rod with cap stamped "MAPLES RPLS 5043" at the southwest corner of said Tract 2 and the northwest corner of said Tract 3 at a distance of 133.39 feet for a total distance of 1,599.89 feet to a found 1/2-inch iron rod at the approximate southwest corner of said Lemuel S. Walters Survey, Abstract 653 and the approximate northwest corner of said Burrell Eaves Survey, Abstract 216;

**THENCE**, North 21 degrees 35 minutes 50 seconds West, with the line common to the west line of said Lemuel S. Walters Survey, Abstract 653 and the east line of said Frederic Foy Survey, Abstract 229 and the west line of said Tract 2 and the east line of said 133.610 acre tract, a distance of 2,226.50 feet to a 1/2-inch iron with cap stamped "MCKIM CREED" at the south corner of a called 6.91 acre tract (Tract Two) conveyed by Special Warranty Deed to Williamson County Park Foundation, Inc. as a Trustee for Williamson County, Texas, as recorded in Document No. 201203568, O.P.R.W.C.T., from which a found cotton spindle bears North 68 degrees 27 minutes 12 seconds West, a distance of 0.57 feet;

**THENCE**, with the east line of said 6.91 acre tract, the following seven (7) courses and distances:

1) North 18 degrees 00 minutes 37 seconds East, departing the line common to the west line of said Lemuel S. Walters Survey, Abstract 653 and the west line of said Tract 2 and the east line of said Frederic Foy Survey, Abstract 229 and the east line of said 133.610 acre tract, a distance of 248.84 feet found PK Nail and Washer stamped "FOREST RPLS 1847";
2) North 43 degrees 17 minutes 19 seconds East, a distance of 74.32 feet to a set 1/2-inch iron with cap stamped "MCKIM CREED";
3) North 79 degrees 47 minutes 43 seconds West, a distance of 2.55 feet to a set 1/2-inch iron with cap stamped "MCKIM CREED" at a non-tangent intersection with a curve;
4) 127.11 feet along the arc of a curve to the left, having a radius of 369.97 feet, a central angle of 19 degrees 41 minutes 05 seconds, a chord bearing of North 24 degrees 52 minutes 54 seconds East, and a chord length of 126.48 feet to a set 1/2-inch iron with cap stamped "MCKIM CREED" at a non-tangent point of compound curvature;
5) 436.87 feet along the arc of a curve to the left, having a radius of 366.25 feet, a central angle of 68 degrees 20 minutes 37 seconds, a chord bearing of North 08 degrees 01 minutes 09 seconds West, and a chord length of 411.43 feet at a set 1/2-inch iron with cap stamped "MCKIM CREED";
6) North 48 degrees 45 minutes 48 seconds West, a distance of 91.79 feet at a set 1/2-inch iron with cap stamped "MCKIM CREED";
7) 461.05 feet along the arc of a curve to the left, having a radius of 349.09 feet, a central angle of 75 degrees 40 minutes 20 seconds, a chord bearing of North 81 degrees 10 minutes 10 seconds West, and a chord length of 428.26 feet to a set 1/2-inch iron with cap stamped "MCKIM CREED" at a non-tangent intersection with the line common to the west line of said Tract 2 and the east line a called 24.29 acre tract as conveyed to the Williamson County Park Foundation, Inc., as Trustee for Williamson County, Texas, as recorded in Document No. 2013005831, O.P.R.W.C.T.;

**THENCE**, North 21 degrees 32 minutes 48 seconds West, with the west line of said Lemuel S. Walters Survey and the line common to the west line of said Tract 2 and the east line of said 24.29 acre tract, a distance of 514.78 feet to a set 1/2-inch iron with cap stamped "MCKIM CREED" at the south corner of a called 20.76 acre tract (Tract One) conveyed by Special Warranty Deed to Williamson County Park Foundation, Inc. as a Trustee for Williamson County, Texas, as recorded in Document No. 201203568, O.P.R.W.C.T;

**THENCE**, with the line common to the east line of said 20.76 acre tract and the west line of the remainder of said Tract 2, the following nine (9) courses and distances:

1) North 68 degrees 26 minutes 15 seconds East, departing the west line of said Lemuel S. Walters Survey and the west line of said Tract 2, a distance of 60.76 feet to a set 1/2-inch iron with cap stamped "MCKIM CREED" of non-tangent curvature;
2) 222.22 feet along the arc of a curve to the left, having a radius of 301.16 feet, a central angle of 42 degrees 16 minutes 34 seconds, a chord bearing of South 64 degrees 22 minutes 50 seconds East, and a chord length of 217.21 feet to a set 1/2-inch iron with cap stamped "MCKIM CREED" and a non-tangent point of compound curvature;
3) 238.85 feet along the arc of a curve to the left, having a radius of 302.77 feet, a central angle of 45 degrees 11 minutes 57 seconds, a chord bearing of South 73 degrees 10 minutes 03 seconds East, and a chord length of 232.71 feet to a point of compound curvature to a set 1/2-inch iron with cap stamped "MCKIM CREED" non-tangent point of compound curvature;
4) 379.86 feet along the arc of a curve to the left, having a radius of 343.11 feet, a central angle of 63 degrees 25 minutes 54 seconds, a chord bearing of North 59 degrees 48 minutes 38 seconds East, and a chord length of 360.75 feet to a found PK Nail in a Rock at a non-tangent point of intersection;
5) North 31 degrees 50 minutes 10 seconds East, a distance of 371.41 feet to a found 1/2-inch iron rod with cap stamped "FOREST RPLS 1847";
6) North 27 degrees 43 minutes 44 seconds West, a distance of 122.57 feet to a found 1/2-inch iron rod with cap stamped "FOREST RPLS 1847";
7) North 28 degrees 41 minutes 49 seconds West, a distance of 238.21 feet to a found 1/2-inch iron rod with cap stamped "FOREST RPLS 1847";
8) North 69 degrees 43 minutes 26 seconds West, a distance of 235.90 feet to a found 1/2-inch iron rod with cap stamped "FOREST RPLS 1847";
9) North 70 degrees 37 minutes 41 seconds West, a distance of 193.27 feet to a set 1/2-inch iron rod with cap stamped "MCKIM CREED";

THENCE, departing the line common to the east line of said 20.76 acre tract and the west line of the remainder of said Tract 2, over and across the remainder of said Tract 2, the following seven (7) courses and distances:

1) North 32 degrees 24 minutes 27 seconds East, a distance of 874.04 feet to a set 1/2-inch iron rod with cap stamped "MCKIM CREED" at a point of non-tangent intersection with a curve;
2) 85.18 along the arc of a curve to the left, having a radius of 374.50 feet, through a central angle of 13 degrees 01 minutes 57 seconds, a chord bearing of North 65 degrees 08 minutes

26 seconds West, and a chord distance of 85.00 feet to a point of tangency at a set 1/2-inch iron rod with cap stamped "MCKIM CREED";

3) North 71 degrees 39 minutes 24 seconds West, a distance of 38.61 feet to a set 1/2-inch iron rod with cap stamped "MCKIM CREED" at a point of curvature;
4) 238.03 feet along the arc of a curve to the right, having a radius of 495.50 feet, through a central angle of 27 degrees 31 minutes 25 seconds, a chord bearing of North 57 degrees 53 minutes 42 seconds West, and a chord distance of 235.75 feet to a set 1/2-inch iron rod with cap stamped "MCKIM CREED" at a point of tangency;
5) North 44 degrees 07 minutes 59 seconds West, a distance of 82.81 feet to a set 1/2-inch iron rod with cap stamped "MCKIM CREED" at a point of curvature;
6) 27.30 feet along the arc of a curve to the left, having a radius of 424.50 feet, through a central angle of 03 degrees 41 minutes 07 seconds, a chord bearing of North 45 degrees 58 minutes 33 seconds West, and a chord distance of 27.30 feet to a set 1/2-inch iron rod with cap stamped "MCKIM CREED";
7) South 82 degrees 11 minutes 31 seconds West, a distance of 33.26 feet to a set 1/2-inch iron rod with cap stamped "MCKIM CREED" and a non-tangent intersection with a curve on the southeasterly right-of-way line of Ronald Reagan Boulevard (260-foot Right-of-Way) dedicated to Williamson County, as recorded in Document No. 2009083183, O.P.R.W.C.T.;

**THENCE**, 208.94 feet along the arc of a curve to the right, with the southeasterly right-of-way line of said Ronald Reagan Boulevard, having a radius of 7,870.00 feet, through a central angle of 01 degrees 31 minutes 16 seconds, a chord bearing of North 34 degrees 33 minutes 32 seconds East, and a chord distance of 208.94 feet to a set 1/2-inch iron rod with cap stamped "MCKIM CREED";

THENCE, departing the southeasterly right-of-way line of said Ronald Reagan Boulevard, over and across the remainder of said Tract 2, the following four (4) courses and distances:

1) South 09 degrees 46 minutes 13 seconds East, a distance of 35.36 feet to a set 1/2-inch iron rod with cap stamped "MCKIM CREED";
2) South 54 degrees 46 minutes 08 seconds East, a distance of 266.66 feet to a set 1/2-inch iron rod with cap stamped "MCKIM CREED" at a point of curvature;
3) 229.58 feet along the arc of a curve to the right, having a radius of 736.50 feet, a central angle of 17 degrees 51 minutes 36 seconds, a chord bearing of South 45 degrees 50 minutes 20 seconds East, and a chord length of 228.65 feet to a set 1/2-inch iron rod with cap stamped "MCKIM CREED";
4) North 38 degrees 10 minutes 16 seconds East, a distance of 1,217.11 feet to a set 1/2-inch iron rod with cap stamped "MCKIM CREED" on the line common to the east line of said Tract 2 and the west line of the remainder of a called 136.89 acre tract (Tract III) conveyed to PIA Capital, LLC – Series Tract III, as recorded in Document No. 2020163208, O.P.R.W.C.T.;

**THENCE**, with the line common to the east line of said Tract 2 and the west line of the remainder of said 136.89 acre tract, the following two (2) courses and distances:

1) South 21 degrees 51 minutes 58 seconds East, a distance of 1,412.82 feet to a found 60d nail at the base of a tree;
2) South 21 degrees 19 minutes 08 seconds East, a distance of 890.11 feet to a found 1/2-inch iron pipe with cap stamped "MAPLES RPLS 5043" at the southwest corner of said 136.89 acre tract and the most westerly northwest corner of a called 190.50 acre tract, conveyed to Clyde Thompson, as recorded in Document No. 1986039722, O.P.R.W.C.T.;

**THENCE**, with the line common to the east line of said Tract 2 and the west line of said 190.50 acre tract, the following two (2) courses and distances:

1) South 21 degrees 19 minutes 28 seconds East, a distance of 898.81 feet to a found cotton spindle;
2) South 21 degrees 09 minutes 23 seconds East, a distance of 544.61 feet to a found 1/2-inch iron rod with cap stamped "RPLS 5784" at the southwesterly corner of said 190.50 acre tract and the northwest corner of said Tract 1;

**THENCE**, North 73 degrees 01 minutes 26 seconds East, departing the east line of said Tract 2 with the line common to the north line of said Tract 1 and a south line of said 190.50 acre tract, a distance of 1,517.05 feet to a nail found in an oak tree at a south corner of said 190.50 acre tract and the southwest corner of a called 9.44 acre tract conveyed by Gift Deed to Clyde Thompson, as recorded in Volume 1254, Page 393, D.R.W.C.T., from which a found 1-1/2-inch iron pipe bears South 57 degrees 02 minutes 26 seconds, a distance of 16.56 feet;

**THENCE**, with a line common to the north line of said Tract 1 and the south line of said 9.44 acre tract, the following six (6) courses and distances:

1) South 61 degrees 03 minutes 52 seconds East, a distance of 434.28 feet found 1/2-inch iron rod;
2) South 33 degrees 10 minutes 20 seconds West, a distance of 6.18 feet to a found 1/2-inch iron with cap stamped "MCKIM CREED" from which a found 1/2-inch iron rod bears South 66 degrees 12 minutes 21 seconds East, a distance of 4.27 feet;
3) South 62 degrees 30 minutes 29 seconds East, a distance of 73.72 feet to a found 1/2-inch iron rod;
4) North 18 degrees 53 minutes 32 seconds East, a distance of 4.74 feet to a found 1/2-inch iron rod;
5) South 61 degrees 23 minutes 58 seconds East, a distance of 195.86 feet to a found 1/2-inch iron rod;
6) North 80 degrees 32 minutes 38 seconds East, a distance of 230.69 feet to a found 1/2-inch iron rod at the southeast corner of said 9.44 acre tract and a west corner of a called 12.62 acre tract by Gift Deed to Clyde Thompson;

**THENCE**, with a line common to the north line of said Tract 1 and the south line of said 12.62 acre tract, the following ten (10) courses and distances:

1) South 19 degrees 05 minutes 56 seconds East, a distance of 150.21 feet to a found 1/2-inch iron rod;
2) South 48 degrees 54 minutes 36 seconds East, a distance of 96.45 feet to a found 1/2-inch iron rod;

3) South 21 degrees 21 minutes 34 seconds East, a distance of 17.33 feet to a found 1/2-inch iron rod;
4) North 65 degrees 51 minutes 01 seconds East, at 378.86 feet passing a found 1/2-inch iron rod, for a total distance of 391.08 feet to a found 1/2-inch iron rod;
5) North 63 degrees 43 minutes 15 seconds East, a distance of 315.01 feet to a found 1/2-inch iron rod;
6) North 69 degrees 03 minutes 30 seconds East, a distance of 102.71 feet to a found 1/2-inch iron rod;
7) North 66 degrees 13 minutes 33 seconds East, a distance of 33.17 feet to a found 1/2-inch iron rod;
8) North 31 degrees 58 minutes 28 seconds West, a distance of 33.30 feet to a found 1/2-inch iron rod to the southeast corner of said 12.62 acre tract;
9) South 56 degrees 13 minutes 39 seconds West, a distance of 20.80 feet to a found 1/2-inch iron rod;
10) North 37 degrees 56 minutes 13 seconds West, a distance of 45.19 feet to a found 1/2-inch iron rod at the northernmost southeast corner of said 12.62 acre tract and a southern corner of said 190.50 acre tract;

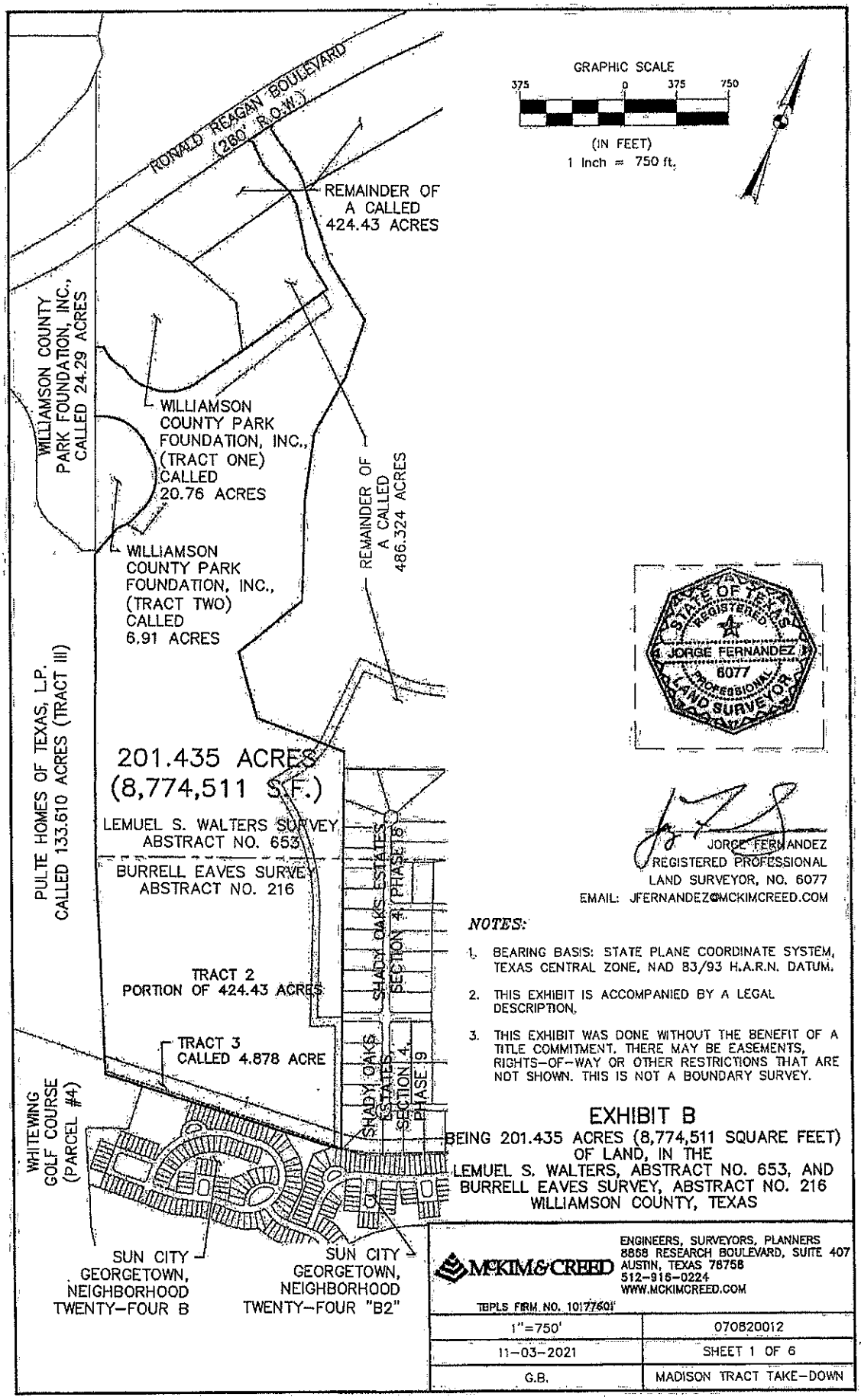
**THENCE**, with the line common to the north line of said Tract 1 and a south line of said 190.50 acre tract, the following seven (7) courses and distances:

1) North 10 degrees 44 minutes 26 seconds East, a distance of 226.78 feet to a found 1/2-inch iron rod;
2) North 75 degrees 42 minutes 59 seconds East, a distance of 61.77 feet to a found 1/2-inch iron rod;
3) North 69 degrees 12 minutes 25 seconds East, a distance of 332.99 feet to a found 1/2-inch iron rod;
4) North 26 degrees 56 minutes 56 seconds West, a distance of 40.87 feet to a found 1/2-inch iron rod with cap stamped "FOREST 1847"
5) North 23 degrees 27 minutes 47 seconds West, a distance of 664.68 feet to a found 1/2-inch iron rod;
6) North 69 degrees 07 minutes 11 seconds East, a distance of 579.57 feet to a found 1/2-inch iron rod;
7) North 21 degrees 24 minutes 06 seconds West, a distance of 167.60 feet to a found 1/2-inch iron rod;

**THENCE**, North 79 degrees 11 minutes 25 seconds East, a distance of 129.26 feet to a found TxDOT Type II concrete monument at the northeast corner of said Tract 1, said point being on the southwesterly right-of-way of said State Highway 195;

**THENCE**, South 55 degrees 20 minutes 25 seconds East, with the southwesterly right-of-way line of said State Highway 195, a distance of 1,866.95 feet to the **POINT OF BEGINNING** and containing 486.324 Acres or 21,184,268 square feet of land, more or less.

# EXHIBIT B





JORGE FERNANDEZ
REGISTERED PROFESSIONAL
LAND SURVEYOR, NO. 6077
EMAIL: JFERNANDEZ@MCKIMCREED.COM


*NOTES:*

1. BEARING BASIS: STATE PLANE COORDINATE SYSTEM, TEXAS CENTRAL ZONE, NAD 83/93 H.A.R.N. DATUM.
2. THIS EXHIBIT IS ACCOMPANIED BY A LEGAL DESCRIPTION.
3. THIS EXHIBIT WAS DONE WITHOUT THE BENEFIT OF A TITLE COMMITMENT. THERE MAY BE EASEMENTS, RIGHTS-OF-WAY OR OTHER RESTRICTIONS THAT ARE NOT SHOWN. THIS IS NOT A BOUNDARY SURVEY.

## EXHIBIT B

BEING 201.435 ACRES (8,774,511 SQUARE FEET) OF LAND, IN THE LEMUEL S. WALTERS, ABSTRACT NO. 653, AND BURRELL EAVES SURVEY, ABSTRACT NO. 216 WILLIAMSON COUNTY, TEXAS


McKIM&CREED
ENGINEERS, SURVEYORS, PLANNERS
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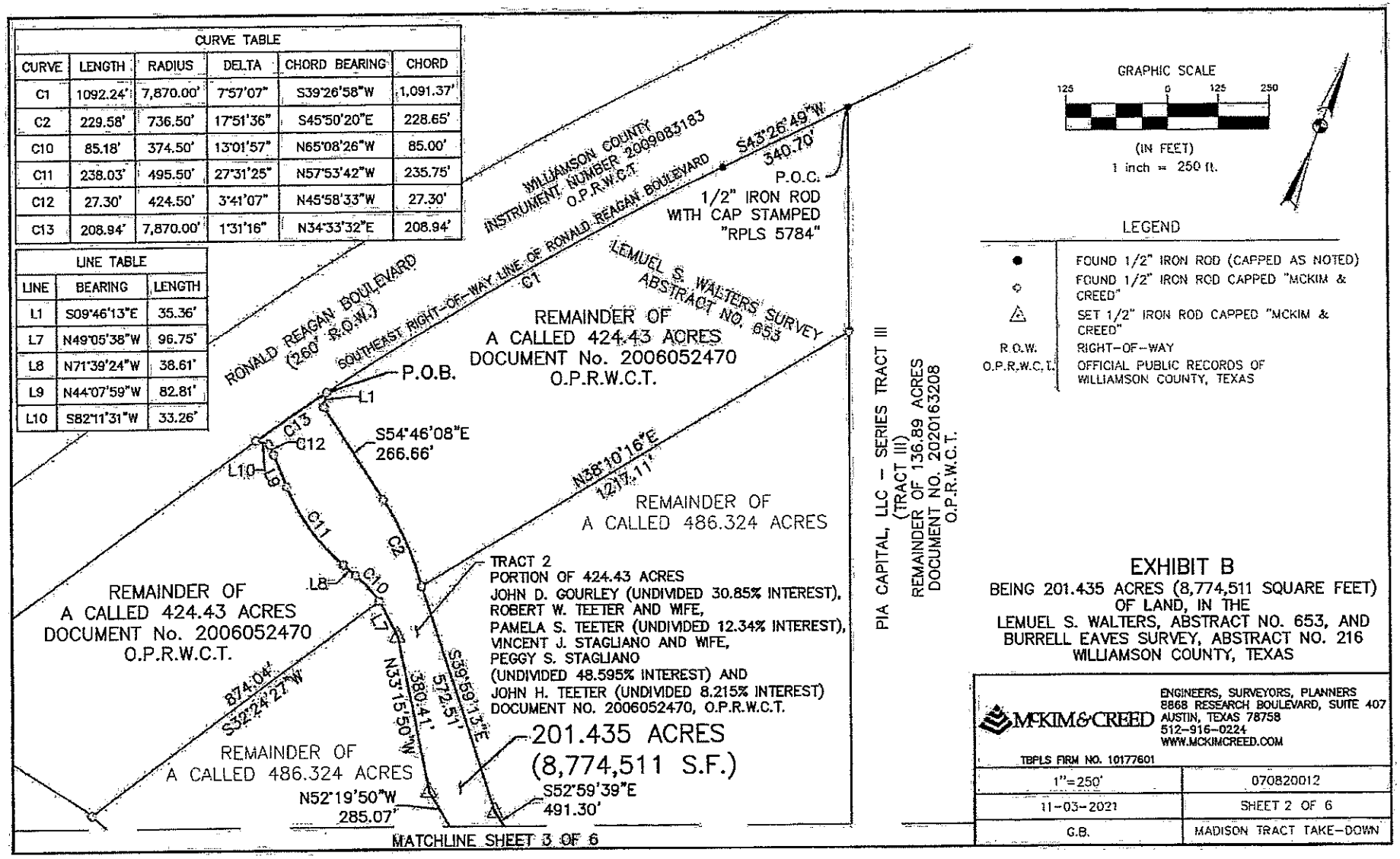
AUSTIN, TEXAS 78758
512-916-0224
WWW.MCKIMCREED.COM
TBPLS FIRM NO. 10177601


| | |
|---|---|
| 1"=750' | 070820012 |
| 11-03-2021 | SHEET 1 OF 6 |
| G.B. | MADISON TRACT TAKE-DOWN |


CURVE TABLE
CURVE | LENGTH | RADIUS | DELTA | CHORD BEARING | CHORD
C1 | 1092.24' | 7,870.00' | 7°57'07" | S39°26'58"W | 1,091.37'
C2 | 229.58' | 736.50' | 17°51'36" | S45°50'20"E | 228.65'
C10 | 85.18' | 374.50' | 13°01'57" | N65°08'26"W | 85.00'
C11 | 238.03' | 495.50' | 27°31'25" | N57°53'42"W | 235.75'
C12 | 27.30' | 424.50' | 3°41'07" | N45°58'33"W | 27.30'
C13 | 208.94' | 7,870.00' | 1°31'16" | N34°33'32"E | 208.94'
LINE TABLE
LINE | BEARING | LENGTH
L1 | S09°46'13"E | 35.36'
L7 | N49°05'38"W | 96.75'
L8 | N71°39'24"W | 38.61'
L9 | N44°07'59"W | 82.81'
L10 | S82°11'31"W | 33.26'
WILLIAMSON COUNTY INSTRUMENT NUMBER 2009083183 O.P.R.W.C.T.
RONALD REAGAN BOULEVARD (260' R.O.W.)
SOUTHEAST RIGHT-OF-WAY LINE OF RONALD REAGAN BOULEVARD
S43°26'49"W 340.70'
P.O.C.
1/2" IRON ROD WITH CAP STAMPED "RPLS 5784"
LEMUEL S. WALTERS SURVEY ABSTRACT NO. 653
C1
REMAINDER OF A CALLED 424.43 ACRES DOCUMENT No. 2006052470 O.P.R.W.C.T.
P.O.B.
L1
S54°46'08"E 266.66'
C13
C12
L10
L9
C11
C2
N38°10'16"E 1217.11'
REMAINDER OF A CALLED 486.324 ACRES
L8
C10
L7
N33°15'50"W 380.41'
S39°59'15"E 572.51'
S74°04' S32°24'27"W
REMAINDER OF A CALLED 424.43 ACRES DOCUMENT No. 2006052470 O.P.R.W.C.T.
REMAINDER OF A CALLED 486.324 ACRES
N52°19'50"W 285.07'
TRACT 2
PORTION OF 424.43 ACRES
JOHN D. GOURLEY (UNDIVIDED 30.85% INTEREST),
ROBERT W. TEETER AND WIFE,
PAMELA S. TEETER (UNDIVIDED 12.34% INTEREST),
VINCENT J. STAGLIANO AND WIFE,
PEGGY S. STAGLIANO
(UNDIVIDED 48.595% INTEREST) AND
JOHN H. TEETER (UNDIVIDED 8.215% INTEREST)
DOCUMENT NO. 2006052470, O.P.R.W.C.T.
201.435 ACRES
(8,774,511 S.F.)
S52°59'39"E 491.30'
MATCHLINE SHEET 3 OF 6
PIA CAPITAL, LLC - SERIES TRACT III
(TRACT III)
REMAINDER OF 136.89 ACRES
DOCUMENT NO. 2020163208
O.P.R.W.C.T.
GRAPHIC SCALE
125 0 125 250
(IN FEET)
1 inch = 250 ft.
LEGEND
FOUND 1/2" IRON ROD (CAPPED AS NOTED)
FOUND 1/2" IRON ROD CAPPED "MCKIM & CREED"
SET 1/2" IRON ROD CAPPED "MCKIM & CREED"
R.O.W. RIGHT-OF-WAY
O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
EXHIBIT B
BEING 201.435 ACRES (8,774,511 SQUARE FEET) OF LAND, IN THE LEMUEL S. WALTERS, ABSTRACT NO. 653, AND BURRELL EAVES SURVEY, ABSTRACT NO. 216 WILLIAMSON COUNTY, TEXAS
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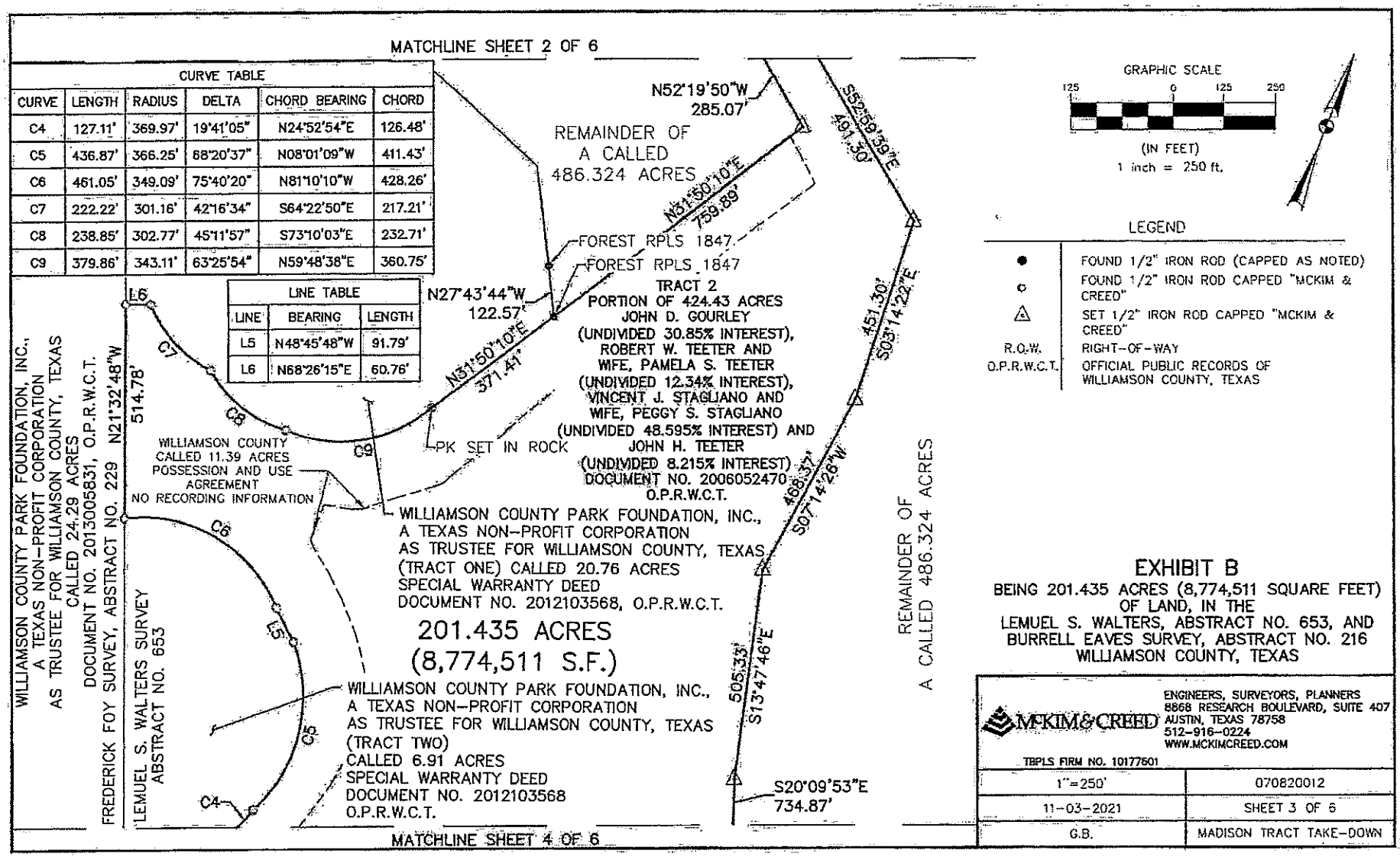
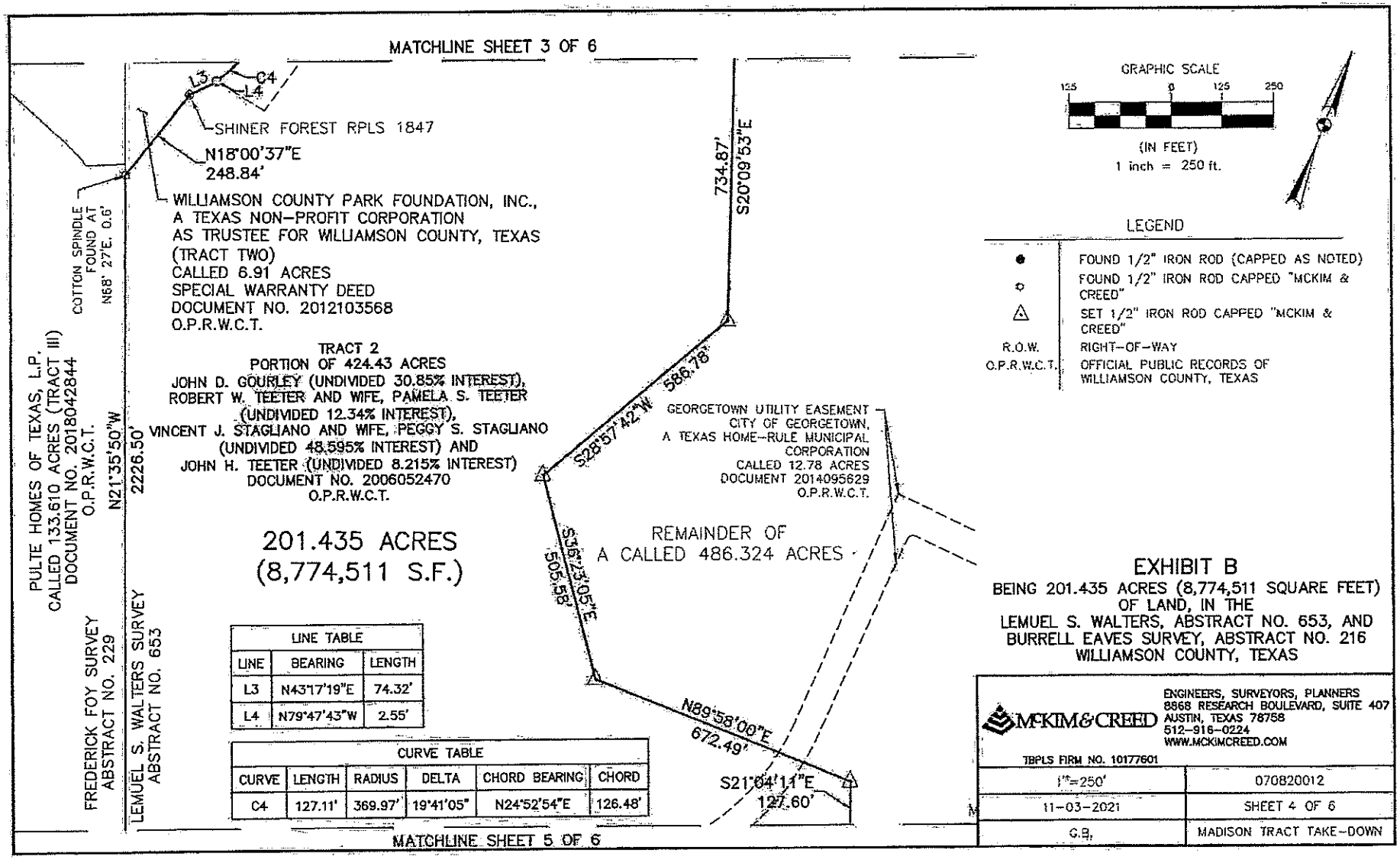
TBPLS FIRM NO. 10177601
1"=250' | 070820012
11-03-2021 | SHEET 2 OF 6
G.B. | MADISON TRACT TAKE-DOWN


MATCHLINE SHEET 2 OF 6
CURVE TABLE
CURVE | LENGTH | RADIUS | DELTA | CHORD BEARING | CHORD
C4 | 127.11' | 369.97' | 19°41'05" | N24°52'54"E | 126.48'
C5 | 436.87' | 366.25' | 68°20'37" | N08°01'09"W | 411.43'
C6 | 461.05' | 349.09' | 75°40'20" | N81°10'10"W | 428.26'
C7 | 222.22' | 301.16' | 42°16'34" | S64°22'50"E | 217.21'
C8 | 238.85' | 302.77' | 45°11'57" | S73°10'03"E | 232.71'
C9 | 379.86' | 343.11' | 63°25'54" | N59°48'38"E | 360.75'
LINE TABLE
LINE | BEARING | LENGTH
L5 | N48°45'48"W | 91.79'
L6 | N68°26'15"E | 60.76'
N52°19'50"W 285.07'
REMAINDER OF A CALLED 486.324 ACRES
S52°59'39"E 491.30'
N31°50'10"E 759.89'
FOREST RPLS 1847
FOREST RPLS 1847
N27°43'44"W 122.57'
N31°50'10"E 371.41'
TRACT 2
PORTION OF 424.43 ACRES
JOHN D. GOURLEY
(UNDIVIDED 30.85% INTEREST),
ROBERT W. TEETER AND WIFE, PAMELA S. TEETER
(UNDIVIDED 12.34% INTEREST),
VINCENT J. STAGLIANO AND WIFE, PEGGY S. STAGLIANO
(UNDIVIDED 48.595% INTEREST) AND
JOHN H. TEETER
(UNDIVIDED 8.215% INTEREST)
DOCUMENT NO. 2006052470
O.P.R.W.C.T.
451.30' S03°14'22"E
466.37' S07°14'26"W
505.33' S13°47'46"E
S20°09'53"E 734.87'
REMAINDER OF A CALLED 486.324 ACRES
WILLIAMSON COUNTY PARK FOUNDATION, INC., A TEXAS NON-PROFIT CORPORATION AS TRUSTEE FOR WILLIAMSON COUNTY, TEXAS CALLED 24.29 ACRES DOCUMENT NO. 2013005831, O.P.R.W.C.T.
FREDERICK FOY SURVEY, ABSTRACT NO. 229
N21°32'48"W 514.78'
L6
C7
C8
C9
WILLIAMSON COUNTY CALLED 11.39 ACRES POSSESSION AND USE AGREEMENT NO RECORDING INFORMATION
PK SET IN ROCK
WILLIAMSON COUNTY PARK FOUNDATION, INC., A TEXAS NON-PROFIT CORPORATION AS TRUSTEE FOR WILLIAMSON COUNTY, TEXAS (TRACT ONE) CALLED 20.76 ACRES SPECIAL WARRANTY DEED DOCUMENT NO. 2012103568, O.P.R.W.C.T.
201.435 ACRES
(8,774,511 S.F.)
C6
L5
C5
C4
LEMUEL S. WALTERS SURVEY ABSTRACT NO. 653
WILLIAMSON COUNTY PARK FOUNDATION, INC., A TEXAS NON-PROFIT CORPORATION AS TRUSTEE FOR WILLIAMSON COUNTY, TEXAS (TRACT TWO) CALLED 6.91 ACRES SPECIAL WARRANTY DEED DOCUMENT NO. 2012103568 O.P.R.W.C.T.
MATCHLINE SHEET 4 OF 6
GRAPHIC SCALE
125 0 125 250
(IN FEET)
1 inch = 250 ft.
LEGEND
FOUND 1/2" IRON ROD (CAPPED AS NOTED)
FOUND 1/2" IRON ROD CAPPED "MCKIM & CREED"
SET 1/2" IRON ROD CAPPED "MCKIM & CREED"
R.O.W. RIGHT-OF-WAY
O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
EXHIBIT B
BEING 201.435 ACRES (8,774,511 SQUARE FEET) OF LAND, IN THE LEMUEL S. WALTERS, ABSTRACT NO. 653, AND BURRELL EAVES SURVEY, ABSTRACT NO. 216 WILLIAMSON COUNTY, TEXAS
MCKIM&CREED
ENGINEERS, SURVEYORS, PLANNERS
8868 RESEARCH BOULEVARD, SUITE 407
AUSTIN, TEXAS 78758
512-916-0224
WWW.MCKIMCREED.COM
TBPLS FIRM NO. 10177601
1"=250' | 070820012
11-03-2021 | SHEET 3 OF 6
G.B. | MADISON TRACT TAKE-DOWN




| LINE TABLE | | |
|---|---|---|
| LINE | BEARING | LENGTH |
| L3 | N43°17'19"E | 74.32' |
| L4 | N79°47'43"W | 2.55' |

| CURVE TABLE | | | | | |
|---|---|---|---|---|---|
| CURVE | LENGTH | RADIUS | DELTA | CHORD BEARING | CHORD |
| C4 | 127.11' | 369.97' | 19°41'05" | N24°52'54"E | 126.48' |

# EXHIBIT B

BEING 201.435 ACRES (8,774,511 SQUARE FEET)
OF LAND, IN THE
LEMUEL S. WALTERS, ABSTRACT NO. 653, AND
BURRELL EAVES SURVEY, ABSTRACT NO. 216
WILLIAMSON COUNTY, TEXAS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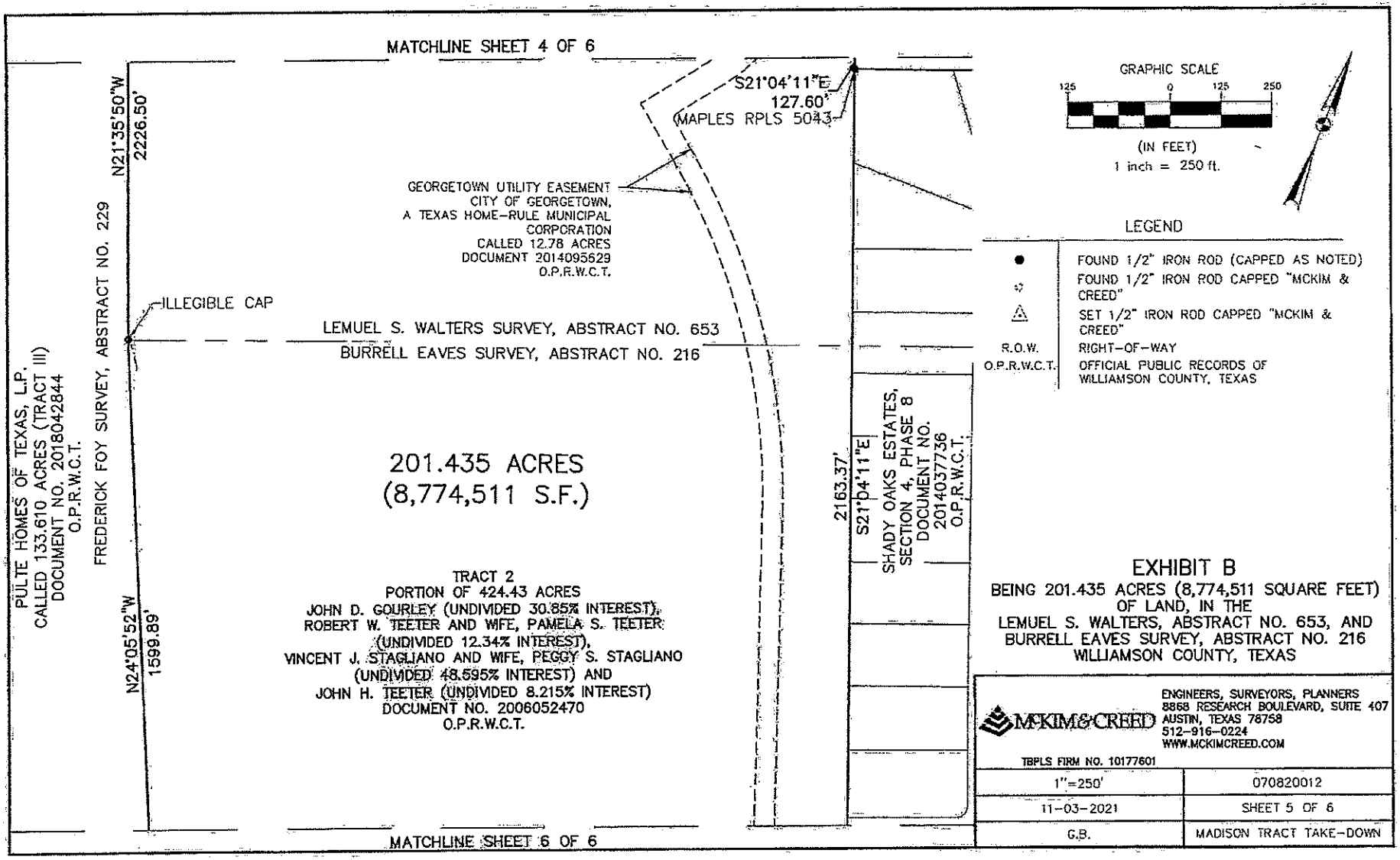
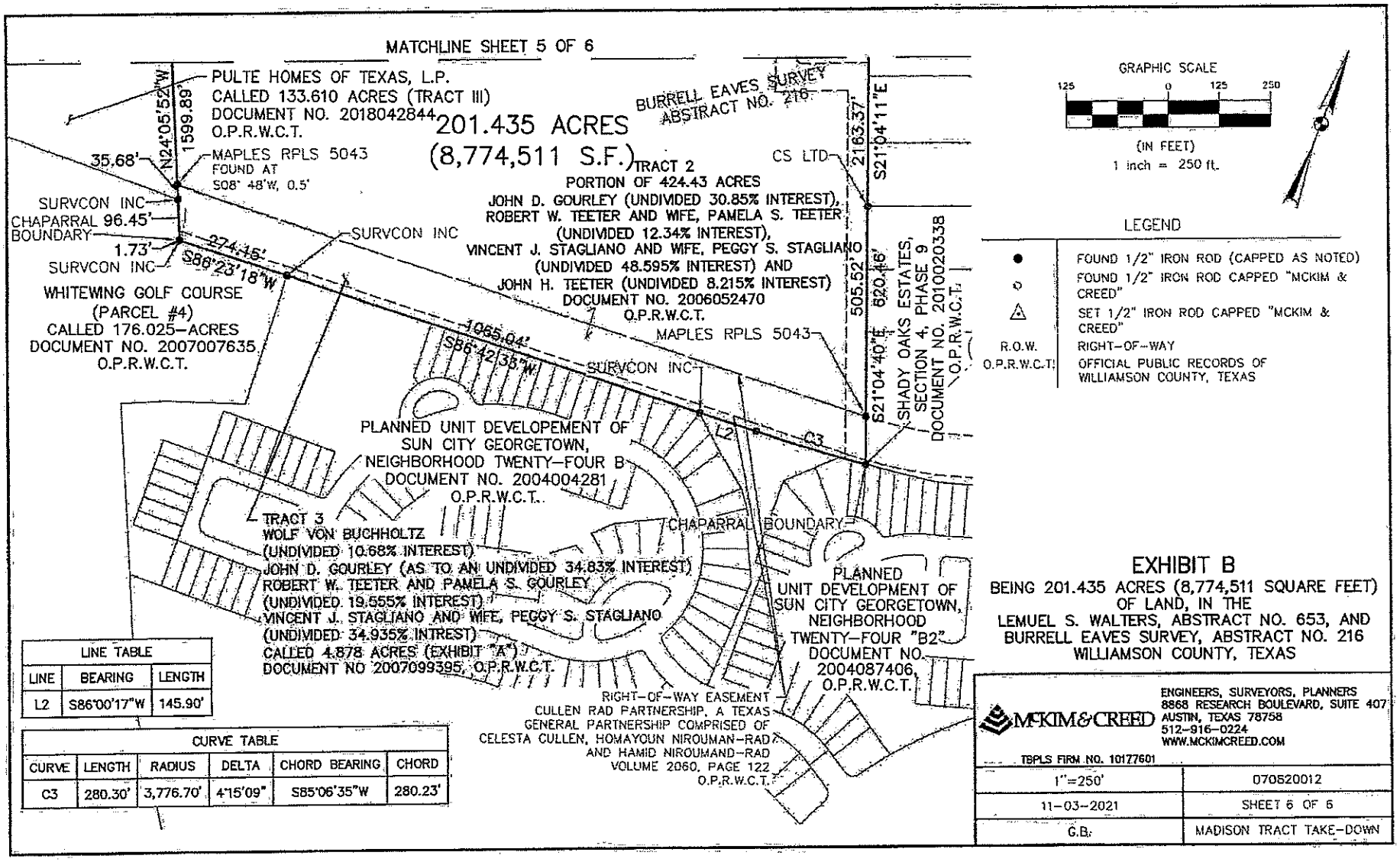
TBPLS FIRM NO. 10177601


| | |
|---|---|
| 1"=250' | 070820012 |
| 11-03-2021 | SHEET 4 OF 6 |
| G.B. | MADISON TRACT TAKE-DOWN |


MATCHLINE SHEET 4 OF 6
S21°04'11"E
127.60'
(MAPLES RPLS 5043)
GRAPHIC SCALE
125 0 125 250
(IN FEET)
1 inch = 250 ft.
GEORGETOWN UTILITY EASEMENT
CITY OF GEORGETOWN,
A TEXAS HOME-RULE MUNICIPAL
CORPORATION
CALLED 12.78 ACRES
DOCUMENT 2014095629
O.P.R.W.C.T.
LEGEND
FOUND 1/2" IRON ROD (CAPPED AS NOTED)
FOUND 1/2" IRON ROD CAPPED "MCKIM & CREED"
SET 1/2" IRON ROD CAPPED "MCKIM & CREED"
R.O.W. RIGHT-OF-WAY
O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
PULTE HOMES OF TEXAS, L.P.
CALLED 133.610 ACRES (TRACT III)
DOCUMENT NO. 2018042844
O.P.R.W.C.T.
FREDERICK FOY SURVEY, ABSTRACT NO. 229
N21°35'50"W
2226.50'
ILLEGIBLE CAP
LEMUEL S. WALTERS SURVEY, ABSTRACT NO. 653
BURRELL EAVES SURVEY, ABSTRACT NO. 216
201.435 ACRES
(8,774,511 S.F.)
TRACT 2
PORTION OF 424.43 ACRES
JOHN D. GOURLEY (UNDIVIDED 30.85% INTEREST),
ROBERT W. TEETER AND WIFE, PAMELA S. TEETER
(UNDIVIDED 12.34% INTEREST),
VINCENT J. STAGLIANO AND WIFE, PEGGY S. STAGLIANO
(UNDIVIDED 48.595% INTEREST) AND
JOHN H. TEETER (UNDIVIDED 8.215% INTEREST)
DOCUMENT NO. 2006052470
O.P.R.W.C.T.
N24°05'52"W
1599.89'
2163.37'
S21°04'11"E
SHADY OAKS ESTATES,
SECTION 4, PHASE 8
DOCUMENT NO.
20140037736
O.P.R.W.C.T.
MATCHLINE SHEET 6 OF 6
EXHIBIT B
BEING 201.435 ACRES (8,774,511 SQUARE FEET)
OF LAND, IN THE
LEMUEL S. WALTERS, ABSTRACT NO. 653, AND
BURRELL EAVES SURVEY, ABSTRACT NO. 216
WILLIAMSON COUNTY, TEXAS
McKIM&CREED
ENGINEERS, SURVEYORS, PLANNERS
8868 RESEARCH BOULEVARD, SUITE 407
AUSTIN, TEXAS 78758
512-916-0224
WWW.MCKIMCREED.COM
TBPLS FIRM NO. 10177601
1"=250'
070820012
11-03-2021
SHEET 5 OF 6
G.B.
MADISON TRACT TAKE-DOWN


MATCHLINE SHEET 5 OF 6
PULTE HOMES OF TEXAS, L.P.
CALLED 133.610 ACRES (TRACT III)
DOCUMENT NO. 2018042844
O.P.R.W.C.T.
201.435 ACRES
(8,774,511 S.F.)
TRACT 2
PORTION OF 424.43 ACRES
JOHN D. GOURLEY (UNDIVIDED 30.85% INTEREST),
ROBERT W. TEETER AND WIFE, PAMELA S. TEETER
(UNDIVIDED 12.34% INTEREST),
VINCENT J. STAGLIANO AND WIFE, PEGGY S. STAGLIANO
(UNDIVIDED 48.595% INTEREST) AND
JOHN H. TEETER (UNDIVIDED 8.215% INTEREST)
DOCUMENT NO. 2006052470
O.P.R.W.C.T.
BURRELL EAVES SURVEY
ABSTRACT NO. 216
MAPLES RPLS 5043
FOUND AT
S08° 48'W, 0.5'
35.68'
N24°05'52"W
1599.89'
SURVCON INC
CHAPARRAL 96.45'
BOUNDARY
1.73'
SURVCON INC
274.16'
S86°23'18"W
WHITEWING GOLF COURSE
(PARCEL #4)
CALLED 176.025-ACRES
DOCUMENT NO. 2007007635
O.P.R.W.C.T.
SURVCON INC
1065.04'
S86°42'38"W
SURVCON INC
MAPLES RPLS 5043
CS LTD
2163.37'
S21°04'11"E
505.52'
S21°04'40"E
620.46'
SHADY OAKS ESTATES,
SECTION 4, PHASE 9
DOCUMENT NO. 201002033B
O.P.R.W.C.T.
PLANNED UNIT DEVELOPEMENT OF
SUN CITY GEORGETOWN,
NEIGHBORHOOD TWENTY-FOUR B
DOCUMENT NO. 2004004281
O.P.R.W.C.T.
L2
C3
TRACT 3
WOLF VON BUCHHOLTZ
(UNDIVIDED 10.68% INTEREST)
JOHN D. GOURLEY (AS TO AN UNDIVIDED 34.83% INTEREST)
ROBERT W. TEETER AND PAMELA S. GOURLEY
(UNDIVIDED 19.555% INTEREST)
VINCENT J. STAGLIANO AND WIFE, PEGGY S. STAGLIANO
(UNDIVIDED 34.935% INTREST)
CALLED 4.878 ACRES (EXHIBIT "A")
DOCUMENT NO 2007099395, O.P.R.W.C.T.
CHAPARRAL BOUNDARY
PLANNED
UNIT DEVELOPMENT OF
SUN CITY GEORGETOWN,
NEIGHBORHOOD
TWENTY-FOUR "B2"
DOCUMENT NO.
2004087406,
O.P.R.W.C.T.
RIGHT-OF-WAY EASEMENT
CULLEN RAD PARTNERSHIP, A TEXAS
GENERAL PARTNERSHIP COMPRISED OF
CELESTA CULLEN, HOMAYOUN NIROUMAN-RAD
AND HAMID NIROUMAND-RAD
VOLUME 2060, PAGE 122
O.P.R.W.C.T.
GRAPHIC SCALE
125 0 125 250
(IN FEET)
1 inch = 250 ft.
LEGEND
FOUND 1/2" IRON ROD (CAPPED AS NOTED)
FOUND 1/2" IRON ROD CAPPED "MCKIM & CREED"
SET 1/2" IRON ROD CAPPED "MCKIM & CREED"
R.O.W. RIGHT-OF-WAY
O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
EXHIBIT B
BEING 201.435 ACRES (8,774,511 SQUARE FEET)
OF LAND, IN THE
LEMUEL S. WALTERS, ABSTRACT NO. 653, AND
BURRELL EAVES SURVEY, ABSTRACT NO. 216
WILLIAMSON COUNTY, TEXAS
LINE TABLE
LINE BEARING LENGTH
L2 S86°00'17"W 145.90'
CURVE TABLE
CURVE LENGTH RADIUS DELTA CHORD BEARING CHORD
C3 280.30' 3,776.70' 4°15'09" S85°06'35"W 280.23'
MCKIM&CREED
ENGINEERS, SURVEYORS, PLANNERS
8868 RESEARCH BOULEVARD, SUITE 407
AUSTIN, TEXAS 78758
512-916-0224
WWW.MCKIMCREED.COM
TBPLS FIRM NO. 10177601
1"=250' 070520012
11-03-2021 SHEET 6 OF 6
G.B. MADISON TRACT TAKE-DOWN

**METES AND BOUNDS DESCRIPTION**
**201.435 ACRES**
**BURRELL EAVES SURVEY, ABSTRACT 216**
**LEMUEL S. WALTERS SURVEY, ABSTRACT 653**
**WILLIAMSON COUNTY, TEXAS**

Being 201.435 acres or 8,774,511 square feet of land situated in the Burrell Eaves Survey, Abstract Number 216 and the Lemuel S. Walters Survey, Abstract Number 653, Williamson County, Texas, and being a portion of the remainder of a called 424.43 acre tract (TRACT 2) conveyed in a Warranty deed with Vendor's Lien to John D. Gourley (30.85% undivided interest), Robert W. Teeter and wife, Pamela S. Teeter (12.34% undivided interest), Vincent J. Stagliano and wife, Peggy S. Stagliano (48.595% undivided interest) and John H. Teeter (8.215% undivided interest), as recorded in Document No. 2006052470, O.P.R.W.C.T. and a called 4.878 acres tract (TRACT 3) conveyed in a Special Cash warranty Deed to Wolf Von Buchholtz (10.68% undivided interest), John D. Gourley (34.83% undivided interest), Robert W. Teeter and Pamela S. Gourley (19.555% undivided interest) and Vincent J. Stagliano and wife, Peggy S. Stagliano (34.935% undivided interest), as recorded in Document No. 2007099395, O.P.R.W.C.T. Said 201.435 Acre tract of land being more particularly described by metes and bounds as follows with all bearings being referenced to the Texas State Plane Coordinate System, Texas Central Zone, NAD 83/90 HARN Datum with all distances shown hereon converted to surface values by multiplying by the combined scale factor of 1.000143965.

**COMMENCING,** at a found 1/2-inch iron rod with cap stamped "RPLS 5784" at the northeast corner of the remainder of said Tract 2 and the northwest corner of the remainder of a called 136.89 acre tract, conveyed to PIA Capital, LLC – Series Tract III (Tract III), as recorded in Document No 2020163208, O.P.R.W.C.T., said point being on the southeasterly right-of-way line of Ronald Reagan Boulevard (260-foot Right-of-Way), as recorded in Document No. 2009083183, O.P.R.W.C.T.;

**THENCE,** with the line common to a north line of the remainder of said 424.43 acre and the southeasterly right-of-line of said Ronald Reagan Boulevard, the following two (2) courses and distances:

1) South 43 degrees 26 minutes 49 seconds West, a distance of 340.70 feet to a found 1/2-inch iron rod, and a point of curvature, and
2) 1,092.24 feet along the arc of a curve to the left, having a radius of 7,870.00 feet, through a central angle of 07 degrees 57 minutes 07 seconds, a chord bearing of South 39 degrees 26 minutes 58 seconds West, and a chord distance of 1,091.37 feet to a found 1/2-inch iron rod with cap stamped "MCKIM CREED", and the **POINT OF BEGINNING;**

**THENCE,** departing the southeasterly right-of-way line of said Ronald Reagan Boulevard, over and across the remainder of said Tract 2, the following thirteen (13) courses and distances:

1) South 09 degrees 46 minutes 13 seconds East, a distance of 35.36 feet to a found 1/2-inch iron rod with cap stamped "MCKIM CREED", and
2) South 54 degrees 46 minutes 08 seconds East, a distance of 266.66 feet to a found 1/2-inch iron rod with cap stamped "MCKIM CREED" at a point of curvature, and
3) 229.58 feet along the arc of a curve to the right, having a radius of 736.50 feet, a central angle of 17 degrees 51 minutes 36 seconds, a chord bearing of South 45 degrees 50 minutes 20 seconds East, and a chord length of 228.65 feet to a found 1/2-inch iron rod with cap stamped "MCKIM CREED", from which a found 1/2-inch iron rod with cap stamped "MCKIM CREED", on the line common to the east line of said Tract 2 and the west line of the remainder of a called 136.89 acre tract (Tract III) conveyed to PIA Capital, LLC – Series Tract III, as recorded in Document No. 2020163208, O.P.R.W.C.T., bears North 38 degrees 10 minutes 16 seconds East, a distance of 1,217.11 feet, and

4) South 39 degrees 59 minutes 13 seconds East, a distance of 572.51 feet to a set 1/2-inch iron rod with cap stamped "MCKIM CREED", and
5) South 52 degrees 59 minutes 39 seconds East, a distance of 491.30 feet to a set 1/2-inch iron rod with cap stamped "MCKIM CREED", and
6) South 03 degrees 14 minutes 22 seconds East, a distance of 451.30 feet to a set 1/2-inch iron rod with cap stamped "MCKIM CREED", and
7) South 07 degrees 14 minutes 26 seconds West, a distance of 468.37 feet to a set 1/2-inch iron rod with cap stamped "MCKIM CREED", and
8) South 13 degrees 47 minutes 46 seconds East, a distance of 505.33 feet to a set 1/2-inch iron rod with cap stamped "MCKIM CREED", and
9) South 20 degrees 09 minutes 53 seconds East, a distance of 734.87 feet to a set 1/2-inch iron rod with cap stamped "MCKIM CREED", and
10) South 28 degrees 57 minutes 42 seconds West, a distance of 586.78 feet to a set 1/2-inch iron rod with cap stamped "MCKIM CREED", and
11) South 36 degrees 23 minutes 05 seconds East, a distance of 505.58 feet to a set 1/2-inch iron rod with cap stamped "MCKIM CREED", and
12) North 89 degrees 58 minutes 00 seconds East, a distance of 672.49 feet to a set 1/2-inch iron rod with cap stamped "MCKIM CREED", and
13) South 21 degrees 04 minutes 11 seconds East, a distance of 127.60 feet to a found 1/2-inch iron rod with cap stamped "MAPLES RPLS 5043" at the northwest corner of said Shady Oaks Estates, Section 4, Phase 8 and a southerly corner of said Tract 2;

**THENCE**, South 21 degrees 04 minutes 11 seconds East, with the line common to an east line of said Tract 2 and the west line of said Shady Oaks Estates, Section 4, Phase 8, a distance of 2,163.37 feet to a found 1/2-inch iron rod with cap stamped "CD LTD" at the southwest corner of said Shady Oaks Estates, Section 4, Phase 8 and the northwest corner of Shady Oaks Estates, Section 4, Phase 9, as recorded in Document No. 2010020338, O.P.R.W.C.T.;

**THENCE**, South 21 degrees 04 minutes 40 seconds East, with the line common to an east line of said Tract 2 and the west line of said Shady Oaks Estates, Section 4, Phase 9, passing a 1/2-inch iron rod with cap stamped "MAPLES RPLS 5043" for the southeast corner of said Tract 2 and the northeast corner of said Tract 3, at a distance of 505.52 feet for a total distance of 620.46 feet to a found 1/2-inch iron rod with cap stamped "CHAPARRAL BOUNDARY" at the southwest corner of said Shady Oaks Estates, Section 4, Phase 9 and the southeast corner of said Tract 3 and a non-tangent intersection with a curve;

**THENCE**, with the lines common to the south line of said Tract 3 and the north lines of the Planned Unit Development of Sun City Georgetown, Neighborhood Twenty-Four "B2" and the Planned Unit Development of Sun City Georgetown, Neighborhood Twenty-Four "B", as recorded in Document No. 2004004281, O.P.R.W.C.T. and a north line of a called 176.025 acre tract (Whitewing Golf Course – Parcel #4) conveyed to the Georgetown Community Association, Inc., as recorded in Document No. 2007007635, O.P.R.W.C.T., the following four (4) courses and distances:

1) 280.30 feet along the arc of a curve to the right, having a radius of 3,776.70 feet, a central angle of 04 degrees 15 minutes 09 seconds, a chord bearing of South 85 degrees 06 minutes 35 seconds West, and a chord length of 280.23 feet to a found 1/2-inch iron rod and a point of tangency, and
2) South 86 degrees 00 minutes 17 seconds West, a distance of 145.90 feet to a found 1/2-inch iron rod with cap stamped "SURVCON" at the northeast corner of the Planned Unit Development of Sun City Georgetown, Neighborhood Twenty-Four "B", as recorded in Document No. 2004004281, O.P.R.W.C.T., and
3) South 86 degrees 42 minutes 33 seconds West, with the line common to the south line of said Tract 3 and the north line of said Neighborhood Twenty-Four "B", a distance of 1,065.04 feet to a found 1/2-inch iron rod with cap stamped "SURVCON" at the northeast corner of a called 176.025 acre tract (Whitewing Golf Course – Parcel #4) conveyed to the Georgetown Community Association, Inc., as recorded in Document No. 2007007635, O.P.R.W.C.T. and the northwest corner of said Neighborhood Twenty-Four "B", and
4) South 86 degrees 23 minutes 18 seconds West, with the line common to the south line of said Tract 3 and the north line of said 176.025 acre tract, a distance of 274.15

feet to a found 1/2-inch iron rod with cap stamped "SURVCON INC" at the southeast corner of said Tract 3 and a northerly corner of said 176.025 acre tract on the east line of the Frederick Foy Survey, Abstract 229;

**THENCE**, North 24 degrees 05 minutes 52 seconds West, with the line common to the west line of said Burrell Eaves Survey, Abstract 216 and the east line of said Frederick Foy Survey, Abstract 229 and the west lines of said Tracts 2 and 3 and an east line of said 176.025 acre tract, passing a found 1/2-inch iron rod with cap stamped "CHAPARRAL BOUNDARY" at a distance of 1.73 feet, and passing a found 1/2-inch iron rod with cap stamped "SURVCON INC" at the northernmost northeast corner of said 176.025 acre tract and the southeast corner of a called 133.610 acre tract (TRACT III), conveyed to Pulte Homes of Texas, L.P., as recorded in Document No. 2018042844, O.P.R.W.C.T., and passing at a distance of 98.18 feet, and passing the southwest corner of said Tract 2 and the northwest corner of said Tract 3 at a distance of 133.86 feet, from which a 1/2-inch iron rod with cap stamped "MAPLES RPLS 5043" bears South 08 degrees 48 minutes, a distance of 0.5 feet, for a total distance of 1,599.89 feet to a found 1/2-inch iron rod with an illegible cap at the approximate southwest corner of said Lemuel S. Walters Survey, Abstract 653 and the approximate northwest corner of said Burrell Eaves Survey, Abstract 216;

**THENCE**, North 21 degrees 35 minutes 50 seconds West, with the line common to the west line of said Lemuel S. Walters Survey, Abstract 653 and the east line of said Frederick Foy Survey, Abstract 229 and the west line of said Tract 2 and the east line of said 133.610 acre tract, a distance of 2,226.50 feet to a calculated point at the south corner of a called 6.91 acre tract (Tract Two) conveyed by Special Warranty Deed to Williamson County Park Foundation, Inc. as a Trustee for Williamson County, Texas, as recorded in Document No. 201203568, O.P.R.W.C.T., from which a found cotton spindle bears North 68 degrees 27 minutes East, a distance of 0.6 feet;

**THENCE**, with the east line of said 6.91 acre tract, the following seven (7) courses and distances:

1) North 18 degrees 00 minutes 37 seconds East, departing the line common to the west line of said Lemuel S. Walters Survey, Abstract 653 and the west line of said Tract 2 and the east line of said Frederic Foy Survey, Abstract 229 and the east line of said 133.610 acre tract, a distance of 248.84 feet found PK Nail and Washer stamped "FOREST RPLS 1847", and
2) North 43 degrees 17 minutes 19 seconds East, a distance of 74.32 feet to a found 1/2-inch iron with cap stamped "MCKIM CREED", and
3) North 79 degrees 47 minutes 43 seconds West, a distance of 2.55 feet to a found 1/2-inch iron with cap stamped "MCKIM CREED" at a non-tangent intersection with a curve, and
4) 127.11 feet along the arc of a curve to the left, having a radius of 369.97 feet, a central angle of 19 degrees 41 minutes 05 seconds, a chord bearing of North 24 degrees 52 minutes 54 seconds East, and a chord length of 126.48 feet to a found 1/2-inch iron with cap stamped "MCKIM CREED" at a non-tangent point of compound curvature, and
5) 436.87 feet along the arc of a curve to the left, having a radius of 366.25 feet, a central angle of 68 degrees 20 minutes 37 seconds, a chord bearing of North 08 degrees 01 minutes 09 seconds West, and a chord length of 411.43 feet at a found 1/2-inch iron with cap stamped "MCKIM CREED", and
6) North 48 degrees 45 minutes 48 seconds West, a distance of 91.79 feet at a found 1/2-inch iron with cap stamped "MCKIM CREED" at a non-tangent intersection with a curve, and
7) 461.05 feet along the arc of a curve to the left, having a radius of 349.09 feet, a central angle of 75 degrees 40 minutes 20 seconds, a chord bearing of North 81 degrees 10 minutes 10 seconds West, and a chord length of 428.26 feet to a found 1/2-inch iron with cap stamped "MCKIM CREED" at a non-tangent intersection with the line common to the west line of said Tract 2 and the east line a called 24.29 acre tract as conveyed to the Williamson County Park Foundation, Inc., as Trustee for Williamson County, Texas, as recorded in Document No. 2013005831, O.P.R.W.C.T.;

**THENCE**, North 21 degrees 32 minutes 48 seconds West, with the west line of said Lemuel S. Walters Survey and the line common to the west line of said Tract 2 and the east line of said 24.29 acre tract, a distance of 514.78 feet to a found 1/2-inch iron with cap stamped "MCKIM CREED" at the south corner of a called 20.76 acre tract (Tract One) conveyed by Special Warranty Deed to Williamson County Park Foundation, Inc. as a Trustee for Williamson County, Texas, as recorded in Document No. 201203568, O.P.R.W.C.T;

**THENCE**, with the line common to the east line of said 20.76 acre tract and the west line of the remainder of said Tract 2, the following five (5) courses and distances:

1) North 68 degrees 26 minutes 15 seconds East, departing the west line of said Lemuel S. Walters Survey and the west line of said Tract 2, a distance of 60.76 feet to a found 1/2-inch iron with cap stamped "MCKIM CREED" at a non-tangent intersection with a curve, and
2) 222.22 feet along the arc of a curve to the left, having a radius of 301.16 feet, a central angle of 42 degrees 16 minutes 34 seconds, a chord bearing of South 64 degrees 22 minutes 50 seconds East, and a chord length of 217.21 feet to a found 1/2-inch iron with cap stamped "MCKIM CREED" and a non-tangent point of compound curvature, and
3) 238.85 feet along the arc of a curve to the left, having a radius of 302.77 feet, a central angle of 45 degrees 11 minutes 57 seconds, a chord bearing of South 73 degrees 10 minutes 03 seconds East, and a chord length of 232.71 feet to a point of compound curvature to a found 1/2-inch iron with cap stamped "MCKIM CREED" and a non-tangent point of compound curvature, and
4) 379.86 feet along the arc of a curve to the left, having a radius of 343.11 feet, a central angle of 63 degrees 25 minutes 54 seconds, a chord bearing of North 59 degrees 48 minutes 38 seconds East, and a chord length of 360.75 feet to a found PK Nail in a Rock at a non-tangent point of intersection, and
5) North 31 degrees 50 minutes 10 seconds East, a distance of 371.41 feet to a found 1/2-inch iron rod with cap stamped "FOREST RPLS 1847", from which a found 1/2-inch iron rod with cap stamped "FOREST RPLS 1847" bears, North 27 degrees 43 minutes 44 seconds West, a distance of 122.57 feet;

**THENCE**, departing the line common to the east line of said 20.76 acre tract and the west line of the remainder of said Tract 2, over and across the remainder of said Tract 2, the following ten (10) courses and distances:

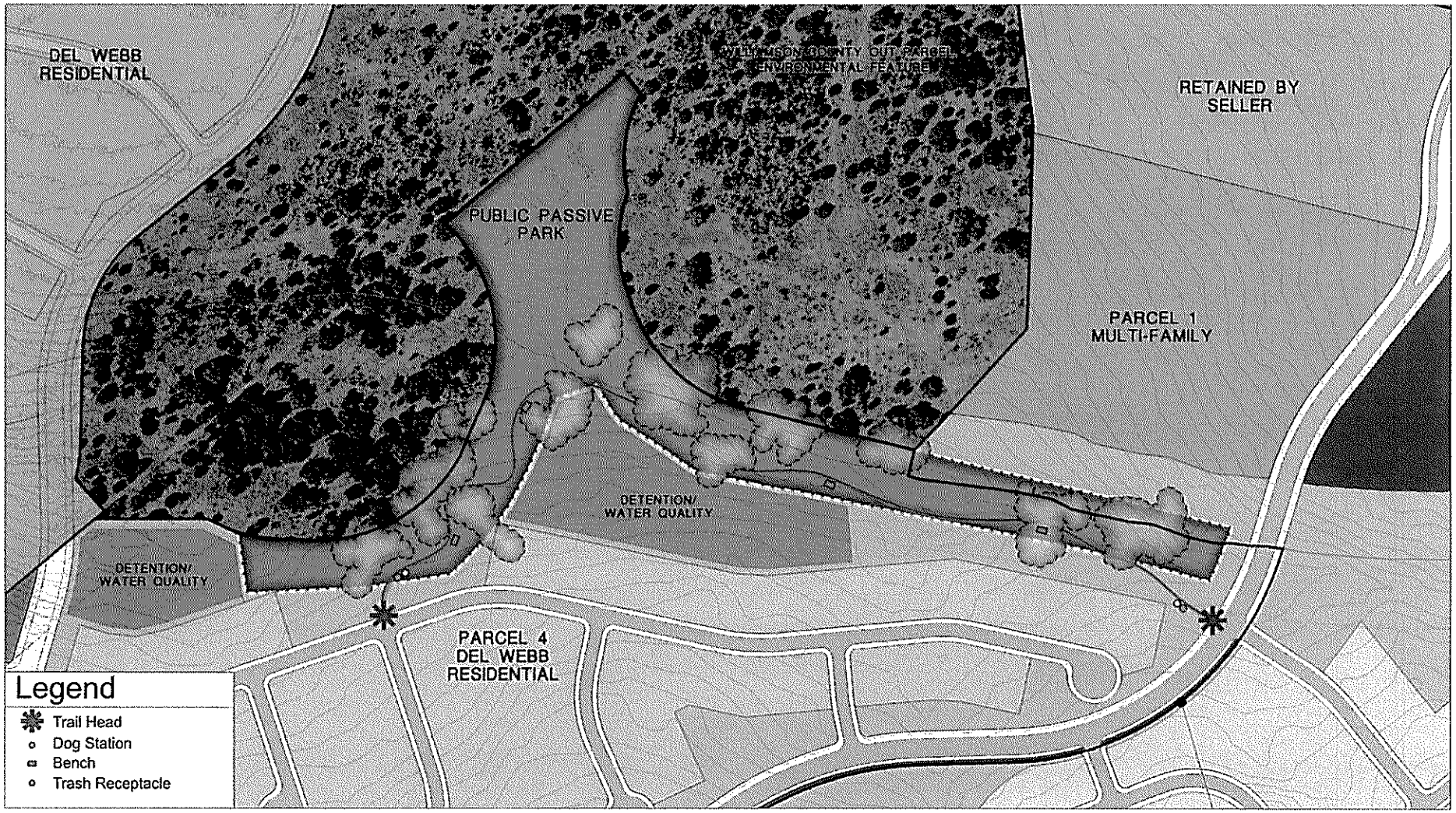
1) North 31 degrees 50 minutes 10 seconds East, a distance of 759.89 feet to a set 1/2-inch iron rod with cap stamped "MCKIM CREED", and
2) North 52 degrees 19 minutes 50 seconds West, a distance of 285.07 feet to a set 1/2-inch iron rod with cap stamped "MCKIM CREED", and
3) North 33 degrees 15 minutes 50 seconds West, a distance of 380.42 feet to a set 1/2-inch iron rod with cap stamped "MCKIM CREED", and
4) North 49 degrees 05 minutes 38 seconds West, a distance of 96.75 feet to a found 1/2-inch iron rod with cap stamped "MCKIM CREED" at a point of curvature, from which a found 1/2-inch iron rod with cap stamped "MCKIM CREED" on the line common to the east line of said 20.76 acre tract and the west line of the remainder of said Tract 2 bears South 32 degrees 24 minutes 27 seconds West, a distance of 874.04 feet, and
5) 85.18 along the arc of a curve to the left, having a radius of 374.50 feet, through a central angle of 13 degrees 01 minutes 57 seconds, a chord bearing of North 65 degrees 08 minutes 26 seconds West, and a chord distance of 85.00 feet to a point of tangency at a found 1/2-inch iron rod with cap stamped "MCKIM CREED", and
6) North 71 degrees 39 minutes 24 seconds West, a distance of 38.61 feet to a found 1/2-inch iron rod with cap stamped "MCKIM CREED" at a point of curvature, and
7) 238.03 feet along the arc of a curve to the right, having a radius of 495.50 feet, through a central angle of 27 degrees 31 minutes 25 seconds, a chord bearing of North 57 degrees 53 minutes 42 seconds West, and a chord distance of 235.75 feet to a found 1/2-inch iron rod with cap stamped "MCKIM CREED" at a point of tangency, and
8) North 44 degrees 07 minutes 59 seconds West, a distance of 82.81 feet to a found 1/2-inch iron rod with cap stamped "MCKIM CREED" at a point of curvature, and

9) 27.30 feet along the arc of a curve to the left, having a radius of 424.50 feet, through a central angle of 03 degrees 41 minutes 07 seconds, a chord bearing of North 45 degrees 58 minutes 33 seconds West, and a chord distance of 27.30 feet to a found 1/2-inch iron rod with cap stamped "MCKIM CREED", and
10) South 82 degrees 11 minutes 31 seconds West, a distance of 33.26 feet to a found 1/2-inch iron rod with cap stamped "MCKIM CREED" and a non-tangent intersection with a curve on the southeasterly right-of-way line of said Ronald Reagan Boulevard;

**THENCE**, 208.94 feet along the arc of a curve to the right, with the southeasterly right-of-way line of said Ronald Reagan Boulevard, having a radius of 7,870.00 feet, through a central angle of 01 degrees 31 minutes 16 seconds, a chord bearing of North 34 degrees 33 minutes 32 seconds East, and a chord distance of 208.94 feet to the **POINT OF BEGINNING** and containing 201.435 Acres or 8,774,511 square feet of land, more or less.

Jorge Fernandez
Texas Registered Professional Land Surveyor, No. 6077
McKim & Creed, Inc.
TBPLES Firm No. 10177601
Email: jfernandez@mckimcreed.com
Date: 2021-11-03 See attached exhibit of even date.

EXHIBIT C



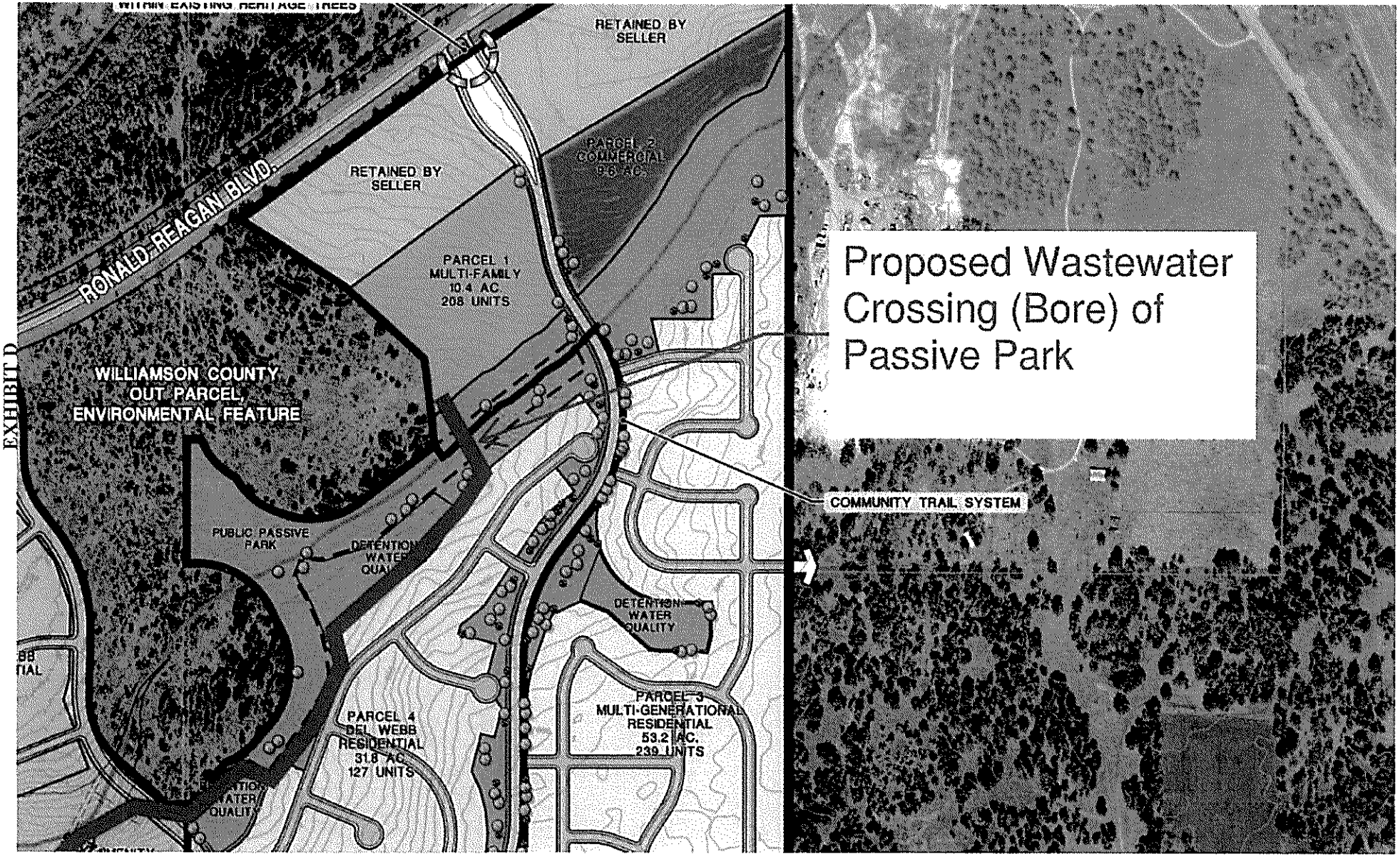

SEC Planning, LLC
*Land Planning + Landscape Architecture + Community Branding*
AUSTIN, TEXAS

ACRE
11.4 ~~ACER~~ PASSIVE PARK
MADISON TRACT
GEORGETOWN, TEXAS

Scale: 1" = 200'
North Date: October 21, 2021

Base mapping compiled from best available information. All map data should be considered as preliminary, in need of verification, and subject to change. This land plan is conceptual in nature and does not represent any regulatory approval. Plan is subject to change.

EXHIBIT D


WITHIN EXISTING HERITAGE TREES
RETAINED BY SELLER
RETAINED BY SELLER
PARCEL 2 COMMERCIAL 9.6 AC.
RONALD REAGAN BLVD.
PARCEL 1 MULTI-FAMILY 10.4 AC. 208 UNITS
WILLIAMSON COUNTY OUT PARCEL ENVIRONMENTAL FEATURE
PUBLIC PASSIVE PARK
DETENTION/ WATER QUALITY
DETENTION/ WATER QUALITY
PARCEL 4 DEL WEBB RESIDENTIAL 31.8 AC. 127 UNITS
PARCEL 3 MULTI-GENERATIONAL RESIDENTIAL 53.2 AC. 239 UNITS
COMMUNITY TRAIL SYSTEM
Proposed Wastewater Crossing (Bore) of Passive Park

**Commissioners Court - Regular Session** **46.**

**Meeting Date:** 04/19/2022

ILA with Cedar Park EDC

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

**Department:** Road Bond

**Agenda Category:** Regular Agenda Items

## Information

**Agenda Item**

Discuss, consider and take appropriate action on an Interlocal Agreement between Williamson County, Texas and the Cedar Park Economic Development Sales Tax (Type A) Corporation for the Conveyance of Real Property.

**Background**

## Fiscal Impact

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

## Attachments

Agreement

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Becky Pruitt | 04/14/2022 12:41 PM |
| Form Started By: Charlie Crossfield | | Started On: 04/14/2022 09:53 AM |
| Final Approval Date: 04/14/2022 | | |

**INTERLOCAL AGREEMENT BETWEEN WILLIAMSON COUNTY, TEXAS AND THE CEDAR PARK ECONOMIC DEVELOPMENT SALES TAX (TYPE A) CORPORATION FOR THE CONVEYANCE OF REAL PROPERTY**

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

This Interlocal Agreement (the "Agreement") is made and entered into by and between WILLIAMSON COUNTY, TEXAS (the "County"), a political subdivision of the State of Texas, and the ECONOMIC DEVELOPMENT SALES TAX CORPORATION OF CEDAR PARK (the "EDC"), a non-profit corporation organized under the Texas Development Corporation Act of 1979, now codified at Chapters 501 – 505 of the Texas Local Government Code (the "Texas Development Corporation Act"), both of which may be referred to in this Agreement as a Party or the Parties.

**WITNESSETH:**

**WHEREAS,** Chapter 791 of the Texas Government Code authorizes local governments to contract with each other for the performance of governmental functions and services that each party to the contract is authorized to perform individually; and

**WHEREAS,** the County is authorized to purchase and sell real property pursuant to state law, including Chapter 272 of the Texas Local Government Code; and

**WHEREAS**, the EDC's primary purpose is promoting economic development within the City of Cedar Park and the State of Texas in order to eliminate unemployment and underemployment, and to promote and encourage employment and the public welfare of, for, and on behalf of the City of Cedar Park; and

**WHEREAS,** the County and the EDC now desire to provide for the sale of certain real property by the County to the EDC, to wit: land or real property interests originally acquired for streets, rights-of-way, or easements that will be exchanged for other land to be used for streets, rights-of-way, easements, or other public purposes; and

**WHEREAS**, the EDC will exchange said real property for other land to be used for streets, rights-of-way, easements, or other public purposes pursuant to Texas Local Government Code, Section 272.001(b)(3), and/or for development via the EDC as an independent foundation pursuant to Texas Local Government Code, Section 272.001(b)(4), to facilitate the subsequent development of such property in furtherance of the County's and the EDC's public purpose.

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

## SECTION 1
## PURPOSE

The general purpose of this Agreement is for the County and the EDC to provide for the sale of certain real property by the County to the EDC, and for the subsequent development of such property in furtherance of the EDC's purpose for the benefit of the County and the City of Cedar Park, in accordance with the Texas Development Corporation Act.

## SECTION 2
## TERMS & CONDITIONS

**2.1** In this Agreement, the term "County Property" shall mean the real property owned by the County and specifically described in the attached **Exhibit A**.

**2.2** The Parties agree that the Appraisal Report by Paul Hornsby & Company, dated July 14, 2020, for Parcel 1, i.e. ±2.568 acres of land located between CR 180 and US Hwy 183A, north of New Hope Rd, Cedar Park, TX 78613 (the "Appraisal"), shall determine the fair market value for the County Property for purposes of this Agreement.

**2.3** Within 30 days of the approval of this Agreement by both the County Commissioner's Court and the EDC Board of Directors, the County and EDC shall execute a Real Estate Contract for the purchase and sale of the County Property, such Real Estate Contract being substantially in the form attached hereto as **Exhibit B**.

**2.4** The EDC shall leverage the County Property in exchange for other land to be used for streets, rights-of-way, easements, or other public purposes, and/or for development via the EDC as an independent foundation, in furtherance of the EDC's purpose, in the EDC's discretion, for the benefit of the County and the City of Cedar Park, for one or more economic development project(s) pursuant to the Texas Development Corporation Act.

## SECTION 3
## MISCELLANEOUS PROVISIONS

**3.1** **Execution; Effective Date.** This Agreement may be simultaneously executed in any number of counterparts, each of which will serve as an original and will constitute one and the same instrument. This Agreement shall be effective upon execution by all Parties.

**3.2** **Governing Law.** This Agreement will be governed by the Constitution and laws of the State of Texas, and all obligations of the Parties shall be performable in Williamson County, Texas, and exclusive jurisdiction and venue for any action arising hereunder shall lie in Williamson County, Texas.

**3.3** **Successors and Assigns.** The assignment of this Agreement by either Party is prohibited without the prior written consent of the other Party.

**3.4** **Headings.** The captions and headings appearing in this Agreement are inserted merely to facilitate reference and will have no bearing upon its interpretation.

3.5 **Partial Invalidity.** In the event that any provision of this Agreement is held by a court of competent jurisdiction to be in contradiction of any laws of the State of Texas or of the United States, the remainder of this Agreement, and the application of its terms, covenants, or conditions to other persons or circumstances, will not be affected. The remainder of the Agreement shall remain in full force and effect.

3.6 **Waiver.** Any waiver by any Party of its rights with respect to a default or requirement under this Agreement will not be deemed a waiver of any subsequent default or other matter.

3.7 **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.

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

3.9 **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 either Party, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Neither Party hereby waives, modifies, or alters 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.

3.10 **Amendments.** This Agreement may be amended or modified only by written agreement duly authorized and executed by the duly authorized representatives of the Parties.

3.11 **Cooperation.** Each Party agrees to execute and deliver all such other and further instruments and undertake such actions as are or may become necessary or convenient to effectuate the purposes and intent of this Agreement.

3.12 **Third Party Beneficiaries.** Except as otherwise expressly provided herein, nothing in this Agreement, express or implied, is intended to confer upon any person, other than the Parties, any rights, benefits, or remedies under or by reason of this Agreement.

3.13 **Representations.** Unless otherwise expressly provided, the representations, warranties, covenants, indemnities, and other agreements will be deemed to be material and continuing, will not be merged, and will survive the termination or expiration of this Agreement.

3.14 **Recitals and Exhibits.** All stated recitals and exhibits attached to this Agreement are hereby incorporated in this Agreement as if the same were set forth in full in the body of this Agreement.

**3.15 Entire Agreement.** This Agreement, including any attached exhibits, constitutes the entire agreement between the Parties with respect to the subject matter, and supersedes all their oral and written negotiations, agreements and understandings of every kind. The Parties understand, agree and declare that no promise, warranty, statement or representation of any kind whatsoever which is not expressly stated in this Agreement has been made by any Party hereto or its officers, employees or other agents to induce execution of this Agreement.

**3.16 Survival; Non-Merger.** The provisions of this Agreement shall survive and not merge into the Warranty Deed to be executed by the County pursuant to this Agreement.

**IN WITNESS WHEREOF,** the Parties hereto have caused this document to be signed, sealed and attested in duplicate by their duly authorized officers, as of the Effective Date.

**WILLIAMSON COUNTY, TEXAS**

By: _____
The Honorable Bill Gravell, Jr.,
Williamson County Judge

Date: _____

FOR COUNTY, ATTEST:

By: _____
Nancy Rister, County Clerk

**CEDAR PARK ECONOMIC DEVELOPMENT SALES TAX (TYPE A) CORPORATION**

By: Kelly Brent
Kelly Brent, President

Date: 4/12/2022

FOR EDC, ATTEST:

By: Jill Hoffman
Jill Hoffman, Assistant City Attorney

**EXHIBIT A**
**County Property**

METES AND BOUNDS DESCRIPTION

FOR A 3.583 ACRE TRACT OF LAND SITUATED IN THE S.J. DOVER SURVEY, ABSTRACT NO. 168, IN WILLIAMSON COUNTY, TEXAS, BEING ALL OF THE REMNANT PORTION OF THE CALLED 2.568 ACRE TRACT OF LAND CONVEYED TO WILLIAMSON COUNTY, TEXAS, RECORDED IN DOCUMENT NO. 2008012731 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING ALL OF THE REMNANT PORTION OF THE CALLED 0.863 ACRE TRACT OF LAND CONVEYED TO WILLIAMSON COUNTY, TEXAS, RECORDED IN DOCUMENT NO. 2016035630 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING A PORTION OF COUNTY ROAD 180 AND OLD COUNTY ROAD 181. SAID 3.583 ACRE TRACT OF LAND BEING SURVEYED ON THE GROUND BY DIAMOND SURVEYING DURING THE MONTH OF MARCH 2022 AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod found with cap marked "Chapparal" on the southwest terminus corner of said Old County Road 181, same being on the east right-of-way line of 183-A Toll Road, same being on the northwest corner of Lot 1, Block A, NEC NHR Subdivision, recorded in Document No. 2017018005 of the Official Public Records of Williamson County, Texas, for the southwest corner and **POINT OF BEGINNING** hereof;

THENCE, with said east right-of-way line of 183-A Toll Road, in part with the west terminus line of said Old County Road 181, in part with the west boundary line of said 2.568 acre Williamson County, Texas tract, with a curve to the left, passing at an arc length of 83.06 feet, an iron rod found with cap marked "SAM INC." on the southwest corner of said 2.568 acre Williamson County, Texas tract, same being on the northwest terminus corner of said Old County Road 181, in all a total arc length of **582.30 feet**, said curve having a radius of **3064.79 feet**, a delta angle of **10°53'10"**, and a chord which bears **N 04°36'58" W** for a distance of **581.43 feet** to a disc found in concrete marked "Central Texas Regional Mobility Authority R.O.W.", for the end of this curve

THENCE, continuing with the west boundary line of said 2.568 acre Williamson County, Texas tract and said east right-of-way line of 183-A Toll Road, the following two (2) courses and distances:

1. **N 10°02'21" W** for a distance of **354.45 feet** to an iron rod found with cap marked "Early", on the beginning of a curve to the left;

2. With said curve to the left an arc length of **50.02 feet**, said curve having a radius of **5749.59 feet**, a delta angle of **0°29'55"**, and a chord which bears **N 10°17'08" W** for a distance of **50.02 feet** to an iron rod found with cap marked "Early" on the northwest corner of said remnant portion of the called 2.568 acre Williamson County, Texas tract, same being on the southwest corner of the called 0.0868 acre tract of land (Tract 4) conveyed to Cavender Real Estate of Cedar Park, LLC, recorded in Document No. 2017034852 of the Official Public Records of Williamson County, Texas, for the northwest corner hereof;

THENCE, **N 68°40'34" E** with the common boundary line of said remnant portion of the called 2.568 acre Williamson County, Texas tract and said 0.0868 acre Cavender Real

Estate of Cedar Park, LLC tract, for a distance of **35.06 feet** to an iron rod found with cap marked "Early" on the northeast corner of said remnant portion of the called 2.568 acre Williamson County, Texas tract, same being on the northwest corner of said remnant portion of the called 0.863 acre Williamson County, Texas tract, same being on the southeast corner of said 0.0868 acre Cavender Real Estate of Cedar Park, LLC tract, same being on the southwest corner of the called 0.1043 acre tract of land (Tract 2) conveyed to Cavender Real Estate of Cedar Park, LLC, recorded in said Document No. 2017034852, same being on a point in the west right-of-way line of County Road 180, for an angle point hereof;

THENCE, **N 68°11'20" E** with the north boundary line of said remnant portion of the called 0.863 acre Williamson County, Texas tract, same being through the interior of said County Road 180, in part with the south boundary line of said 0.1043 acre Cavender Real Estate of Cedar Park, LLC tract, in part with the south boundary line of the called 0.1621 acre tract of land (Tract 3) conveyed to Cavender Real Estate of Cedar Park, LLC, recorded in said Document No. 2017034852, for a distance of **30.44 feet** to a 1/2" iron rod found on the northeast corner of said remnant portion of the called 0.863 acre Williamson County, Texas tract, same being on the southeast corner of said 0.1621 acre Cavender Real Estate of Cedar Park, LLC tract, same being on the southwest corner of Lot 3, Block A, of Hurst – Findeisen Subdivision, recorded in Document No. 2015000240 of the Official Public Records of Williamson County, Texas, same being on the northwest corner of the called 4.50 acre tract of land conveyed to Wayne A. Hurst and wife, Jill A. Hurst, recorded in Document No. 2014011120 of the Official Public Records of Williamson County, Texas, same being on a point in the east right-of-way line of County Road 180, for the northeast corner hereof;

THENCE, **S 20°31'18" E** with the east boundary line of said 0.863 acre Williamson County, Texas tract, same being with the west boundary line of said 4.50 acre Hurst tract, same being with said east right-of-way line of County Road 180, for a distance of **531.76 feet** to a 1/2" iron rod found on the southwest corner of said 4.50 acre Hurst tract, same being on the most westerly northwest corner of the called 76.415 acre tract of land (Tract One) conveyed to Autumn 2007 Commercial, LP, recorded in Document No. 2008000337, said 76.415 acre tract of land being comprised of a called 8.09 acre tract of land and a called 68.325 acre tract of land, both tracts described by metes and bounds in Document No. 2006067662 of the Official Public Records of Williamson County, Texas, same being on the most westerly northwest corner of said 8.09 acre tract of land, for an angle point hereof;

THENCE, **S 19°54'35" E** continuing with said east boundary line of said 0.863 acre Williamson County, Texas tract, same being with said east right-of-way line of County Road 180, same being with the west boundary line of said 76.415 acre Autumn 2007 Commercial, LP tract, in part with the west boundary line of said 8.09 acre tract, in part with the west boundary line of said 68.325 acre tract, for a distance of **345.42 feet** an iron rod found with cap marked "Wallace" on the southeast corner of said 0.863 acre Williamson County, Texas tract, same being on a point in said west boundary line of the 76.415 acre Autumn 2007 Commercial, LP tract, same being on a point in the west boundary line of said 68.325 acre tract, for an angle point hereof, from which a 1/2" iron rod found on the southwest corner of said 0.863 acre Williamson County, Texas tract,

same being on the southeast corner of said 2.568 acre Williamson County, Texas tract, same being on the intersection of the west right-of-way line of County Road 180 and the north right-of-way line of said Old County Road 181, bears S 68°47'23" W for a distance of 27.23 feet;

THENCE, **S 19°15'18" E** continuing with said east right-of-way line of County Road 180 and said west boundary line of the 76.415 acre Autumn 2007 Commercial, LP tract, same being with said west boundary line of the 68.325 acre tract, for a distance of **78.17 feet** to a 1/2" iron rod set with cap marked "Diamond Surveying", for the southeast corner hereof, from which a 1/2" iron rod found on an angle point in said east right-of-way line of County Road 180, same being on the northwest corner of a 15' wide Right-of-Way Dedication, as shown on Hockey Arena Subdivision, recorded in Document No. 2014086710 of the Official Public Records of Williamson County, Texas, bears S 19°15'18" E for a distance of 364.69 feet;

THENCE, **S 68°55'47" W** in part through the interior of said right-of-way of County Road 180, in part with the south right-of-way line of said Old County Road 181, in part with the north boundary line of aforementioned Lot 1, Block A, NEC NHR Subdivision, for a distance of **292.80 feet** to the **POINT OF BEGINNING** hereof and containing 3.583 acres of land more or less.

BEARING BASIS: NAD-83, TEXAS CENTRAL (4203), STATE PLANE SYSTEM. DISTANCES SHOWN HEREON ARE SURFACE DISTANCES BASED ON A COMBINED SURFACE ADJUSTMENT FACTOR OF 1.00012.

A drawing has been prepared to accompany this metes and bounds description.

*DIAMOND SURVEYING, INC.*
*116 SKYLINE ROAD, GEORGETOWN, TX 78628*
*(512) 931-3100*
*T.B.P.E.L.S. FIRM NUMBER 10006900*

March 10, 2022

SHANE SHAFER, R.P.L.S. NO. 5281 DATE

Z:\COCP\CR 180 AT US 183A 2021-140\03-10-2022 CR180 AT US183A 3.583 ACRE SLS M&B.doc

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION

FOR A 3.583 ACRE TRACT OF LAND SITUATED IN THE S.J. DOVER SURVEY, ABSTRACT NO. 168, IN WILLIAMSON COUNTY, TEXAS, BEING ALL OF THE REMNANT PORTION OF THE CALLED 2.568 ACRE TRACT OF LAND CONVEYED TO WILLIAMSON COUNTY, TEXAS, RECORDED IN DOCUMENT NO. 2008012731 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING ALL OF THE REMNANT PORTION OF THE CALLED 0.863 ACRE TRACT OF LAND CONVEYED TO WILLIAMSON COUNTY, TEXAS, RECORDED IN DOCUMENT NO. 2016035630 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING A PORTION OF COUNTY ROAD 180 AND OLD COUNTY ROAD 181.

N

SCALE: 1"= 80'

## LEGEND

- IRON ROD FOUND
- DISC FOUND IN CONCRETE MARKED "CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY R.O.W."
- 1/2" IRON ROD SET WITH CAP MARKED "DIAMOND SURVEYING
- WP WOOD POST
- TPED TELEPHONE PEDESTAL
- FOC UNDERGROUND FIBER OPTIC CABLE SIGN
- S1 LEFT/RIGHT ARROW SIGN
- S2 183A RAMP ENTRANCE SIGN
- S3 RIGHT LANE MUST TURN RIGHT SIGN
- S4 SPEED LIMIT SIGN
- WW WASTEWATER MANHOLE
- FH FIRE HYDRANT
- WV WATER VALVE
- DOWN GUY
- LIGHT POLE
- PP-EM POWER POLE WITH ELECTRIC METER
- PP POWER POLE
- MPP METAL POWER POLE
- OU OVERHEAD UTILITY LINE
- X WIRE FENCE
- GATE
- EDGE OF ASPHALT
- TRANS. ELECTRIC TRANSFORMER
- CONC CONCRETE
- SDWK CONCRETE SIDEWALK
- P.O.B. POINT OF BEGINNING

NOTES:

1) BEARING BASIS: NAD-83, TEXAS CENTRAL ZONE (4203) STATE PLANE SYSTEM. DISTANCES SHOWN HEREON ARE SURFACE DISTANCES BASED ON A COMBINED SURFACE ADJUSTMENT FACTOR OF 1.00012.

2) ALL DOCUMENTS LISTED HEREON ARE RECORDED IN THE OFFICE OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

3) THE TRACT SHOWN HEREON LIES WITHIN ZONE "X" (UNSCREEN), AREA OF MINIMAL FLOOD HAZARD, ACCORDING TO THE FLOOD INSURANCE RATE MAP NO. 48491C0462F, FOR WILLIAMSON COUNTY, TEXAS, REVISED DATE: DECEMBER 20, 2019.

4) THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A COMMITMENT FOR TITLE INSURANCE. THERE MAY BE EASEMENTS OR RESTRICTIONS NOT SHOWN HEREON THAT AFFECT THE SUBJECT TRACT.

| LINE TABLE | | |
|---|---|---|
| LINE | BEARING | DISTANCE |
| L1 | N68°40'34"E | 35.06' |
| L2 | N68°11'20"E | 30.44' |

| CURVE TABLE | | | | | |
|---|---|---|---|---|---|
| CURVE | ARC LENGTH | RADIUS | DELTA ANGLE | CHORD BEARING | CHORD LENGTH |
| C1 | 582.30' | 3064.79' | 10°53'10" | N04°36'58"W | 581.43' |
| C2 | 83.06' | 3064.79' | 1°33'10" | N00°03'02"E | 83.06' |
| C3 | 499.24' | 3064.79' | 9°20'00" | N05°23'33"W | 498.69' |
| C4 | 50.02' | 5749.59' | 0°29'55" | N10°17'08"W | 50.02' |

To: City of Cedar Park, Texas, exclusively.

I, Shane Shafer, Registered Professional Land Surveyor in the State of Texas, hereby certify that this drawing represents a survey made on the ground under my direct supervision completed on March 09, 2022. At the time of this survey there were no encroachments, conflicts or protrusions apparent on the ground, EXCEPT AS SHOWN. This survey substantially complies with the standards for a CATEGORY 1B, CONDITION II STANDARD LAND SURVEY per the current Manual of Practice for Land Surveying in the State of Texas, issued by the Texas Society of Professional Surveyors. USE OF THIS SURVEY BY OTHER PARTIES SHALL BE AT THEIR OWN RISK AND UNDERSIGNED SURVEYOR IS NOT RESPONSIBLE FOR ANY LOSS RESULTING THEREFROM.

STATE OF TEXAS · REGISTERED · SHANE SHAFER · 5281 · PROFESSIONAL LAND SURVEYOR

March 10, 2022

SHANE SHAFER, R.P.L.S. NO. 5281 — DATE

ADJOINING LAND OWNERS LEGEND

(P1) CAVENDER REAL ESTATE OF CEDAR PARK, LLC CALLED 0.0868 ACRE (TRACT 4) DOC. NO. 2017034852

(P2) CAVENDER REAL ESTATE OF CEDAR PARK, LLC CALLED 0.1043 ACRE (TRACT 2) DOC. NO. 2017034852

(P3) CAVENDER REAL ESTATE OF CEDAR PARK, LLC CALLED 0.1621 ACRE (TRACT 3) DOC. NO. 2017034852

(P4) 15' R.O.W. DEDICATION HOCKEY ARENA SUBDIVISION DOC. NO. 2014086710

(P5) LOT 1, BLOCK A HOCKEY ARENA SUBDIVISION DOC. NO. 2014086710

LOT 3, BLOCK A HURST - FINDEISEN SUBDIVISION DOC. NO. 2015000240

WAYNE A. HURST AND WIFE, JILL A HURST CALLED 4.50 ACRES DOC. NO. 2014011120

CALLED 8.09 ACRES DOC. NO. 2006067662

AUTUMN 2007 COMMERCIAL, LP CALLED 76.415 ACRES (TRACT ONE) DOCUMENT NO. 2008000337 76.415 ACRES BEING COMPRISED OF A 8.09 ACRE TRACT AND A 68.326 ACRE TRACT OF LAND DESCRIBED IN DOC. NO. 2006067662

CALLED 68.326 ACRES DOC. NO. 2006067662

WILLIAMSON COUNTY, TEXAS REMNANT PORTION OF CALLED 2.568 ACRES DOC. NO. 2008012731

WILLIAMSON COUNTY, TEXAS REMNANT PORTION OF CALLED 0.863 ACRE DOC. NO. 2016035630

SUBJECT TRACT 3.583 ACRES

183-A TOLL ROAD

NORTH BOUND FRONTAGE ROAD

ASPHALT ROADWAY

COUNTY ROAD 180

OLD COUNTY ROAD 181

GRAVEL DRIVEWAY

ASPHALT ROADWAY

CURB INLET WITH STORM SEWER MANHOLE

CURB INLET WITH STORM SEWER MANHOLE

END OF WIRE FENCE

TRANS. ON CONC

CAP "EARLY"

CAP "EARLY"

CAP "SAM INC"

CAP "WALLACE"

CAP "CHAPARRAL"

UTILITY VAULT

NO ENTER SIGNS

LOT 1, BLOCK A NEC NHR SUBDIVISION DOC. NO. 2017018005

P.O.B.

N10°02'21"W 354.45'

S20°31'18"E 531.76'

S19°54'55"E 345.42'

S19°15'18"E 78.17'

S19°15'18"E 364.69'

S68°47'23"W 266.35'

S68°55'47"W 292.80'

238.12'

27.23'

SHEET 1 OF 1

DIAMOND SURVEYING, INC.
T.B.P.L.S. FIRM NO. 10006900
116 SKYLINE ROAD, GEORGETOWN, TX 78628
512-931-3100

**EXHIBIT B**
**Real Estate Contract**

# REAL ESTATE CONTRACT

THIS REAL ESTATE CONTRACT ("Contract") is made Williamson County, Texas (referred to in this Contract as "Seller") and ECONOMIC DEVELOPMENT SALES TAX CORPORATION OF CEDAR PARK (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 3.583 and particularly described in Exhibit "A" to be attached.

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, any improvements on the Property, and any damage to or cost to cure for the remaining property of Seller shall be the sum of ONE MILLION, EIGHT HUNDRED TWENTY THOUSAND DOLLARS ($1,820,000)

### Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash at the Closing.

## ARTICLE III
## REPRESENTATIONS AND WARRANTIES OF SELLER

3.01 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:

(a) 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; and

(b) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof.

## ARTICLE IV
## CLOSING

Closing Date

4.01. The Closing shall be held at the office of _____ Title Company on or before _____, 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

4.02. At the Closing Seller shall:

(a) Deliver to Purchaser a duly executed and acknowledged Deed conveying good and indefeasible title to Purchaser in fee simple to all of the Property described in Exhibit "A;

(b) Deliver possession of the Property, free of tenants, licensees, occupants, or any parties in possession;

(c) Execute and deliver any additional documents that the Title Company and/or Purchaser may require for the proper consummation of the transaction contemplated herein; and

(d) Provide reasonable assistance as requested to cause Title Company to deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, issued by Title Company, in Grantee's favor in the full amount of the purchase price, insuring Purchaser's contracted interests in and to the Property subject only to those title exceptions listed herein, such other exceptions as

may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy.

Purchaser's Obligations at Closing

4.03. At the Closing, Purchaser shall:

(a) Pay the cash portion of the Purchase Price; and

(b) Execute and deliver any additional documents that the Title Company and/or Purchaser may require for the proper consummation of the transaction contemplated herein.

Prorations

4.04. 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

4.05. All costs and expenses of closing in consummating the transaction contemplated herein shall be borne and paid by Purchaser.

## ARTICLE V
## BREACH BY SELLER

5.01 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 VI
## BREACH BY PURCHASER

6.01 In the event Purchaser should fail to consummate the purchase of the Property, 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 VII
## MISCELLANEOUS

### Notice

7.01. 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

7.02. 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 Bastrop County, Texas.

### Parties Bound

7.03. 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

7.04. 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

7.05. 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

7.06. Time is of the essence in this Contract.

## Gender

7.07. 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

7.08. Upon request of the other party, Seller and Purchaser shall promptly execute a memorandum of this Contract suitable for filing of record.

## Compliance

7.09. 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

7.10. This Contract shall be effective as of the date it is approved by Seller.

## Counterparts

7.11. 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.

## As-Is Conveyance

7.12 PURCHASER ACKNOWLEDGES AND AGREES THAT, OTHER THAN AS MAY BE SPECIFICALLY SET FORTH IN THIS CONTRACT AND THE DOCUMENTS TO BE DELIVERED AT CLOSING:

SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, CONTRACTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (B) THE INCOME TO BE DERIVED FROM THE PROPERTY, (C) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH

PURCHASER MAY CONDUCT THEREON, (C) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, INCLUDING, WITHOUT LIMITATION, THE AMERICANS WITH DISABILITIES ACT AND ANY RULES AND REGULATIONS PROMULGATED THEREUNDER OR IN CONNECTION THEREWITH, AND THE TEXAS ARCHITECTURAL BARRIERS ACT AND ANY RULES AND REGULATIONS PROMULGATED THEREUNDER OR IN CONNECTION THEREWITH, (E) THE HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, OR (F) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY, AND SPECIFICALLY THAT SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING SOLID WASTE, AS DEFINED BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R., PART 261, OR THE DISPOSAL OR EXISTENCE, IN OR ON THE PROPERTY, OF ANY HAZARDOUS SUBSTANCE, AS DEFINED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED, AND APPLICABLE STATE LAWS, AND REGULATIONS PROMULGATED THEREUNDER. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY, PURCHASER IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY SELLER. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE PROPERTY WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT SELLER HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT THE SALE OF THE PROPERTY AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS, WHERE IS" CONDITION AND BASIS "WITH ALL FAULTS." PURCHASER ACKNOWLEDGES AND AGREES THAT THE PROVISIONS OF THIS PARAGRAPH WERE A MATERIAL FACTOR IN THE DETERMINATION OF THE PURCHASE PRICE OF THE PROPERTY. THE TERMS OF THIS PARAGRAPH WILL BE INCLUDED IN THE DEED AND ANY BILL OF SALE OR ASSIGNMENT DELIVERED AT CLOSING, WILL SURVIVE CLOSING AND WILL SURVIVE ANY TERMINATION OF THIS CONTRACT.

*[signature page follows]*

**SELLER:**

WILLIAMSON COUNTY, TEXAS

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

Address: 710 Main Street
Georgetown, Texas 78626

Date: _____

ATTEST: _____
Nancy Rister,
Williamson County Clerk

**PURCHASER:**

ECONOMIC DEVELOPMENT SALES TAX
CORPORATION OF CEDAR PARK

By: _____
Kelly Brent, President

Address: 450 Cypress Creek Rd., Bldg. #1
Cedar Park, Texas 78613

Date: _____

ATTEST: _____
Randall Malik,
Board Secretary

**Commissioners Court - Regular Session** **47.**

**Meeting Date:** 04/19/2022

183- Triangle Tract 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 Economic Development Sales Tax Corporation of Cedar Park for the sale of 3.583 AC along US 183 Toll Road at old CR 181. Funding: Long Range Transportation P457

### Background

## Fiscal Impact

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

## Attachments

Contract

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Becky Pruitt | 04/14/2022 12:41 PM |
| Form Started By: Charlie Crossfield | | Started On: 04/14/2022 10:07 AM |
| Final Approval Date: 04/14/2022 | | |

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All of that certain 3.583 and particularly described in Exhibit "A" to be attached.

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

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Closing Date

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PURCHASER MAY CONDUCT THEREON, (C) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, INCLUDING, WITHOUT LIMITATION, THE AMERICANS WITH DISABILITIES ACT AND ANY RULES AND REGULATIONS PROMULGATED THEREUNDER OR IN CONNECTION THEREWITH, AND THE TEXAS ARCHITECTURAL BARRIERS ACT AND ANY RULES AND REGULATIONS PROMULGATED THEREUNDER OR IN CONNECTION THEREWITH, (E) THE HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, OR (F) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY, AND SPECIFICALLY THAT SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING SOLID WASTE, AS DEFINED BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R., PART 261, OR THE DISPOSAL OR EXISTENCE, IN OR ON THE PROPERTY, OF ANY HAZARDOUS SUBSTANCE, AS DEFINED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED, AND APPLICABLE STATE LAWS, AND REGULATIONS PROMULGATED THEREUNDER. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY, PURCHASER IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY SELLER. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE PROPERTY WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT SELLER HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT THE SALE OF THE PROPERTY AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS, WHERE IS" CONDITION AND BASIS "WITH ALL FAULTS." PURCHASER ACKNOWLEDGES AND AGREES THAT THE PROVISIONS OF THIS PARAGRAPH WERE A MATERIAL FACTOR IN THE DETERMINATION OF THE PURCHASE PRICE OF THE PROPERTY. THE TERMS OF THIS PARAGRAPH WILL BE INCLUDED IN THE DEED AND ANY BILL OF SALE OR ASSIGNMENT DELIVERED AT CLOSING, WILL SURVIVE CLOSING AND WILL SURVIVE ANY TERMINATION OF THIS CONTRACT.

*[signature page follows]*

**SELLER:**

WILLIAMSON COUNTY, TEXAS

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

Address: 710 Main Street
Georgetown, Texas 78626

Date: _____

ATTEST: _____
Nancy Rister,
Williamson County Clerk

**PURCHASER:**

ECONOMIC DEVELOPMENT SALES TAX
CORPORATION OF CEDAR PARK

By: _____
Kelly Brent, President

Address: 450 Cypress Creek Rd., Bldg. #1
Cedar Park, Texas 78613

Date: 4/11/2022

ATTEST: _____
Randall Malik,
Board Secretary

**EXHIBIT A**
**Property**

METES AND BOUNDS DESCRIPTION

FOR A 3.583 ACRE TRACT OF LAND SITUATED IN THE S.J. DOVER SURVEY, ABSTRACT NO. 168, IN WILLIAMSON COUNTY, TEXAS, BEING ALL OF THE REMNANT PORTION OF THE CALLED 2.568 ACRE TRACT OF LAND CONVEYED TO WILLIAMSON COUNTY, TEXAS, RECORDED IN DOCUMENT NO. 2008012731 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING ALL OF THE REMNANT PORTION OF THE CALLED 0.863 ACRE TRACT OF LAND CONVEYED TO WILLIAMSON COUNTY, TEXAS, RECORDED IN DOCUMENT NO. 2016035630 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING A PORTION OF COUNTY ROAD 180 AND OLD COUNTY ROAD 181. SAID 3.583 ACRE TRACT OF LAND BEING SURVEYED ON THE GROUND BY DIAMOND SURVEYING DURING THE MONTH OF MARCH 2022 AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod found with cap marked "Chapparal" on the southwest terminus corner of said Old County Road 181, same being on the east right-of-way line of 183-A Toll Road, same being on the northwest corner of Lot 1, Block A, NEC NHR Subdivision, recorded in Document No. 2017018005 of the Official Public Records of Williamson County, Texas, for the southwest corner and **POINT OF BEGINNING** hereof;

THENCE, with said east right-of-way line of 183-A Toll Road, in part with the west terminus line of said Old County Road 181, in part with the west boundary line of said 2.568 acre Williamson County, Texas tract, with a curve to the left, passing at an arc length of 83.06 feet, an iron rod found with cap marked "SAM INC." on the southwest corner of said 2.568 acre Williamson County, Texas tract, same being on the northwest terminus corner of said Old County Road 181, in all a total arc length of **582.30 feet**, said curve having a radius of **3064.79 feet**, a delta angle of **10°53'10"**, and a chord which bears **N 04°36'58" W** for a distance of **581.43 feet** to a disc found in concrete marked "Central Texas Regional Mobility Authority R.O.W.", for the end of this curve

THENCE, continuing with the west boundary line of said 2.568 acre Williamson County, Texas tract and said east right-of-way line of 183-A Toll Road, the following two (2) courses and distances:

1. **N 10°02'21" W** for a distance of **354.45 feet** to an iron rod found with cap marked "Early", on the beginning of a curve to the left;

2. With said curve to the left an arc length of **50.02 feet**, said curve having a radius of **5749.59 feet**, a delta angle of **0°29'55"**, and a chord which bears **N 10°17'08" W** for a distance of **50.02 feet** to an iron rod found with cap marked "Early" on the northwest corner of said remnant portion of the called 2.568 acre Williamson County, Texas tract, same being on the southwest corner of the called 0.0868 acre tract of land (Tract 4) conveyed to Cavender Real Estate of Cedar Park, LLC, recorded in Document No. 2017034852 of the Official Public Records of Williamson County, Texas, for the northwest corner hereof;

THENCE, **N 68°40'34" E** with the common boundary line of said remnant portion of the called 2.568 acre Williamson County, Texas tract and said 0.0868 acre Cavender Real

Estate of Cedar Park, LLC tract, for a distance of **35.06 feet** to an iron rod found with cap marked "Early" on the northeast corner of said remnant portion of the called 2.568 acre Williamson County, Texas tract, same being on the northwest corner of said remnant portion of the called 0.863 acre Williamson County, Texas tract, same being on the southeast corner of said 0.0868 acre Cavender Real Estate of Cedar Park, LLC tract, same being on the southwest corner of the called 0.1043 acre tract of land (Tract 2) conveyed to Cavender Real Estate of Cedar Park, LLC, recorded in said Document No. 2017034852, same being on a point in the west right-of-way line of County Road 180, for an angle point hereof;

THENCE, **N 68°11'20" E** with the north boundary line of said remnant portion of the called 0.863 acre Williamson County, Texas tract, same being through the interior of said County Road 180, in part with the south boundary line of said 0.1043 acre Cavender Real Estate of Cedar Park, LLC tract, in part with the south boundary line of the called 0.1621 acre tract of land (Tract 3) conveyed to Cavender Real Estate of Cedar Park, LLC, recorded in said Document No. 2017034852, for a distance of **30.44 feet** to a 1/2" iron rod found on the northeast corner of said remnant portion of the called 0.863 acre Williamson County, Texas tract, same being on the southeast corner of said 0.1621 acre Cavender Real Estate of Cedar Park, LLC tract, same being on the southwest corner of Lot 3, Block A, of Hurst – Findeisen Subdivision, recorded in Document No. 2015000240 of the Official Public Records of Williamson County, Texas, same being on the northwest corner of the called 4.50 acre tract of land conveyed to Wayne A. Hurst and wife, Jill A. Hurst, recorded in Document No. 2014011120 of the Official Public Records of Williamson County, Texas, same being on a point in the east right-of-way line of County Road 180, for the northeast corner hereof;

THENCE, **S 20°31'18" E** with the east boundary line of said 0.863 acre Williamson County, Texas tract, same being with the west boundary line of said 4.50 acre Hurst tract, same being with said east right-of-way line of County Road 180, for a distance of **531.76 feet** to a 1/2" iron rod found on the southwest corner of said 4.50 acre Hurst tract, same being on the most westerly northwest corner of the called 76.415 acre tract of land (Tract One) conveyed to Autumn 2007 Commercial, LP, recorded in Document No. 2008000337, said 76.415 acre tract of land being comprised of a called 8.09 acre tract of land and a called 68.325 acre tract of land, both tracts described by metes and bounds in Document No. 2006067662 of the Official Public Records of Williamson County, Texas, same being on the most westerly northwest corner of said 8.09 acre tract of land, for an angle point hereof;

THENCE, **S 19°54'35" E** continuing with said east boundary line of said 0.863 acre Williamson County, Texas tract, same being with said east right-of-way line of County Road 180, same being with the west boundary line of said 76.415 acre Autumn 2007 Commercial, LP tract, in part with the west boundary line of said 8.09 acre tract, in part with the west boundary line of said 68.325 acre tract, for a distance of **345.42 feet** an iron rod found with cap marked "Wallace" on the southeast corner of said 0.863 acre Williamson County, Texas tract, same being on a point in said west boundary line of the 76.415 acre Autumn 2007 Commercial, LP tract, same being on a point in the west boundary line of said 68.325 acre tract, for an angle point hereof, from which a 1/2" iron rod found on the southwest corner of said 0.863 acre Williamson County, Texas tract,

same being on the southeast corner of said 2.568 acre Williamson County, Texas tract, same being on the intersection of the west right-of-way line of County Road 180 and the north right-of-way line of said Old County Road 181, bears S 68°47'23" W for a distance of 27.23 feet;

THENCE, **S 19°15'18" E** continuing with said east right-of-way line of County Road 180 and said west boundary line of the 76.415 acre Autumn 2007 Commercial, LP tract, same being with said west boundary line of the 68.325 acre tract, for a distance of **78.17 feet** to a 1/2" iron rod set with cap marked "Diamond Surveying", for the southeast corner hereof, from which a 1/2" iron rod found on an angle point in said east right-of-way line of County Road 180, same being on the northwest corner of a 15' wide Right-of-Way Dedication, as shown on Hockey Arena Subdivision, recorded in Document No. 2014086710 of the Official Public Records of Williamson County, Texas, bears S 19°15'18" E for a distance of 364.69 feet;

THENCE, **S 68°55'47" W** in part through the interior of said right-of-way of County Road 180, in part with the south right-of-way line of said Old County Road 181, in part with the north boundary line of aforementioned Lot 1, Block A, NEC NHR Subdivision, for a distance of **292.80 feet** to the **POINT OF BEGINNING** hereof and containing 3.583 acres of land more or less.

BEARING BASIS: NAD-83, TEXAS CENTRAL (4203), STATE PLANE SYSTEM. DISTANCES SHOWN HEREON ARE SURFACE DISTANCES BASED ON A COMBINED SURFACE ADJUSTMENT FACTOR OF 1.00012.

A drawing has been prepared to accompany this metes and bounds description.

*DIAMOND SURVEYING, INC.*
*116 SKYLINE ROAD, GEORGETOWN, TX 78628*
*(512) 931-3100*
*T.B.P.E.L.S. FIRM NUMBER 10006900*

March 10, 2022

SHANE SHAFER, R.P.L.S. NO. 5281 DATE

Z:\COCP\CR 180 AT US 183A 2021-140\03-10-2022 CR180 AT US183A 3.583 ACRE SLS M&B.doc

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION

FOR A 3.583 ACRE TRACT OF LAND SITUATED IN THE S.J. DOVER SURVEY, ABSTRACT NO. 168, IN WILLIAMSON COUNTY, TEXAS, BEING ALL OF THE REMNANT PORTION OF THE CALLED 2.568 ACRE TRACT OF LAND CONVEYED TO WILLIAMSON COUNTY, TEXAS, RECORDED IN DOCUMENT NO. 2008012731 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING ALL OF THE REMNANT PORTION OF THE CALLED 0.863 ACRE TRACT OF LAND CONVEYED TO WILLIAMSON COUNTY, TEXAS, RECORDED IN DOCUMENT NO. 2016035630 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING A PORTION OF COUNTY ROAD 180 AND OLD COUNTY ROAD 181.

N

SCALE: 1"= 80'

## LEGEND

- IRON ROD FOUND
- DISC FOUND IN CONCRETE MARKED "CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY R.O.W."
- 1/2" IRON ROD SET WITH CAP MARKED "DIAMOND SURVEYING
- WP WOOD POST
- TPED TELEPHONE PEDESTAL
- FOC UNDERGROUND FIBER OPTIC CABLE SIGN
- S1 LEFT/RIGHT ARROW SIGN
- S2 183A RAMP ENTRANCE SIGN
- S3 RIGHT LANE MUST TURN RIGHT SIGN
- S4 SPEED LIMIT SIGN
- WW WASTEWATER MANHOLE
- FH FIRE HYDRANT
- WV WATER VALVE
- DOWN GUY
- LIGHT POLE
- PP-EM POWER POLE WITH ELECTRIC METER
- PP POWER POLE
- MPP METAL POWER POLE
- OU OVERHEAD UTILITY LINE
- X WIRE FENCE
- GATE
- EDGE OF ASPHALT
- TRANS. ELECTRIC TRANSFORMER
- CONC CONCRETE
- SDWK CONCRETE SIDEWALK
- P.O.B. POINT OF BEGINNING

NOTES:

1) BEARING BASIS: NAD-83, TEXAS CENTRAL ZONE (4203) STATE PLANE SYSTEM. DISTANCES SHOWN HEREON ARE SURFACE DISTANCES BASED ON A COMBINED SURFACE ADJUSTMENT FACTOR OF 1.00012.

2) ALL DOCUMENTS LISTED HEREON ARE RECORDED IN THE OFFICE OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

3) THE TRACT SHOWN HEREON LIES WITHIN ZONE "X" (UNSCREEN), AREA OF MINIMAL FLOOD HAZARD, ACCORDING TO THE FLOOD INSURANCE RATE MAP NO. 48491C0462F, FOR WILLIAMSON COUNTY, TEXAS, REVISED DATE: DECEMBER 20, 2019.

4) THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A COMMITMENT FOR TITLE INSURANCE. THERE MAY BE EASEMENTS OR RESTRICTIONS NOT SHOWN HEREON THAT AFFECT THE SUBJECT TRACT.

ADJOINING LAND OWNERS LEGEND

(P1) CAVENDER REAL ESTATE OF CEDAR PARK, LLC CALLED 0.0868 ACRE (TRACT 4) DOC. NO. 2017034852

(P2) CAVENDER REAL ESTATE OF CEDAR PARK, LLC CALLED 0.1043 ACRE (TRACT 2) DOC. NO. 2017034852

(P3) CAVENDER REAL ESTATE OF CEDAR PARK, LLC CALLED 0.1621 ACRE (TRACT 3) DOC. NO. 2017034852

(P4) 15' R.O.W. DEDICATION HOCKEY ARENA SUBDIVISION DOC. NO. 2014086710

(P5) LOT 1, BLOCK A HOCKEY ARENA SUBDIVISION DOC. NO. 2014086710

| LINE TABLE | | |
|---|---|---|
| LINE | BEARING | DISTANCE |
| L1 | N68°40'34"E | 35.06' |
| L2 | N68°11'20"E | 30.44' |

| CURVE TABLE | | | | | |
|---|---|---|---|---|---|
| CURVE | ARC LENGTH | RADIUS | DELTA ANGLE | CHORD BEARING | CHORD LENGTH |
| C1 | 582.30' | 3064.79' | 10°53'10" | N04°36'58"W | 581.43' |
| C2 | 83.06' | 3064.79' | 1°33'10" | N00°03'02"E | 83.06' |
| C3 | 499.24' | 3064.79' | 9°20'00" | N05°23'33"W | 498.69' |
| C4 | 50.02' | 5749.59' | 0°29'55" | N10°17'08"W | 50.02' |

To: City of Cedar Park, Texas, exclusively.

I, Shane Shafer, Registered Professional Land Surveyor in the State of Texas, hereby certify that this drawing represents a survey made on the ground under my direct supervision completed on March 09, 2022. At the time of this survey there were no encroachments, conflicts or protrusions apparent on the ground, EXCEPT AS SHOWN. This survey substantially complies with the standards for a CATEGORY 1B, CONDITION II STANDARD LAND SURVEY per the current Manual of Practice for Land Surveying in the State of Texas, issued by the Texas Society of Professional Surveyors. USE OF THIS SURVEY BY OTHER PARTIES SHALL BE AT THEIR OWN RISK AND UNDERSIGNED SURVEYOR IS NOT RESPONSIBLE FOR ANY LOSS RESULTING THEREFROM.

STATE OF TEXAS · REGISTERED · SHANE SHAFER · 5281 · PROFESSIONAL LAND SURVEYOR

March 10, 2022

SHANE SHAFER, R.P.L.S. NO. 5281 — DATE

SHEET 1 OF 1

DIAMOND SURVEYING, INC.
T.B.P.L.S. FIRM NO. 10006900
116 SKYLINE ROAD, GEORGETOWN, TX 78628
512-931-3100

**Meeting Date:** 04/19/2022
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.
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 right of way for Corridor E.

B. Property or Real Estate owned by Williamson County

Preliminary discussions relating to proposed or potential sale or lease of property owned by the County

a) Discuss County owned real estate containing underground water rights and interests.
b) Discuss possible uses of property owned by Williamson County on Main St. between 3rd and 4th Streets. (Formerly occupied by WCCHD)
c) Discuss property usage at Longhorn Junction
d) Discuss the sale of excess ROW at San Gabriel Parkway and Mel Mathis Ave.
e) Discuss county owned property located at Ed Schmidt Boulevard Hutto, Texas
f) Discuss the sale of property located at 900 S Main St., Taylor, 76574
g) Discuss the sale of 106 Dana Drive, Hutto, Texas
h) Discuss the sale of property located adjacent to the existing Williamson County EMS Bay/SO and MOT building at 1801 E. Settlers Boulevard, Round Rock, Texas

C. Discuss the Williamson County Reimbursement Agreement for Construction of San Gabriel Blvd. and New Hope Road with the City of Leander and TIRZ #1

D. Discuss the Cobb Cavern Conservation Easement Amendment and potential acquisition.

**Background**

**Fiscal Impact**

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

**Attachments**

*No file(s) attached.*

**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Becky Pruitt | 04/14/2022 12:41 PM |
| Form Started By: Charlie Crossfield | | Started On: 04/14/2022 10:06 AM |
| Final Approval Date: 04/14/2022 | | |

**Commissioners Court - Regular Session** **49.**

**Meeting Date:** 04/19/2022

Economic Development

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

**Department:** Road Bond

**Agenda Category:** Executive Session

## Information

### Agenda Item

Discussion regarding economic development negotiations pursuant to Texas Government Code, Section 551.087: Business prospect(s) that may locate or expand within Williamson County.

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

### Background

## Fiscal Impact

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

## Attachments

*No file(s) attached.*

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Becky Pruitt | 04/14/2022 12:41 PM |
| Form Started By: Charlie Crossfield | | Started On: 04/14/2022 10:07 AM |
| Final Approval Date: 04/14/2022 | | |