NOTICE TO THE PUBLIC WILLIAMSON COUNTY COMMISSIONERS COURT May 17, 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 3-23)

 Discuss, consider and take appropriate action on approving a line item transfer for Wireless Communications.

Fiscal Impact

From/To	Acct No.	Description	Amount
From:	0100-0587-003005	Office Furniture< \$5000	\$6,650.00
То:	0100-0587-004509	Facility Enhancements	\$4,500.00
То:	0100-0587-003001	Small Equipment & Tools	\$2,150.00

4. Discuss, consider, and take appropriate action concerning a Line Item Transfer for Fleet Services.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0882.0882.003525	Tires, Tubes	\$40,000.00
То	0882.0882.003524	Sublets	\$40,000.00

- **5.** Discuss, consider and take appropriate action on approving compensation changes, position titles changes, position grade changes and any corresponding line item transfers.
- **6.** Discuss, consider and take appropriate action to approve waiving Penalty and Interest to customers as requested by the Tax Assessor/Collector's Office.
- 7. Discuss, consider, and take appropriate action on approving property tax collections for the month of April 2022 for the Williamson County Tax Assessor/Collector.

- **8.** Discuss, consider, and take appropriate action to approve the County Attorney April 2022 Monthly Report in compliance with Code of Criminal Procedure 103.005.
- 9. Discuss, consider and take appropriate action on approving the agreement between Lone Star Oaks, LLC and Williamson County for Tax Office staff retreat venue in the amount of \$2,000.00, and authorizing execution of the agreement.
- **10.** Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed proposals for Armored Courier Services for Williamson County Treasurer under RFP #22RFP111.
- **11.** Discuss, consider and take appropriate action regarding approval and receipt of Vehicle Reimbursement Agreement regarding off duty contracting of County Sheriff Deputies for Hart InterCivic, Inc.
- 12. Discuss, consider and take appropriate action on accepting a donation of (160) Blue Bell Ice Cream gift cards (Free pint of ice cream) in support of the Williamson County Sheriff's Office Community Affairs Unit Cool Sightation youth engagement program (pursuant to Tex. Loc. Gov't Code 81.032).
- Discuss, consider and take appropriate action on approving the Agreement between Presidio Networked Solutions Group LLC and Williamson County to configure a new Redsky E911 Alerting Information System for a total amount of \$17,545.62, pursuant to the TIPS contract number 210503, and authorizing the execution of this agreement.
- Discuss, consider, and take appropriate action on approving the quote from Infax, Inc. for an Electronic Docket Display System for the new courtroom, including one (1) year of maintenance for \$7,325.00, exempting this purchase from the competitive bidding requirement under Texas Local Government Code 262.024(a)(7)(D) (captive replacement parts or components for equipment) and authorizing the execution of this quote and the attached Addendum. The funding source is P515.
- 15. Discuss, consider, and take appropriate action on authorizing the Professional Service Agreement (PSA) in the not-to-exceed amount of \$4,500.00 and Work Authorization No. 1 (WA No. #1) for Land Surveying for the Williamson County Expo Center Fence Project between Walker Land Surveyors, Inc. and Williamson County and execution of the agreement.
- **16.** Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed proposals for Tennis Pro Manager at Southwest Williamson County Regional Park under RFP #22RFP112.
- 17. Discuss, consider and take appropriate action on Chasco Constructors, Change Order No. 1 for the Williamson County Expo Roof Repairs (P566) This change order is for additional scope items not included in the original lump sum price. This is a No-Cost change order with funding from "Scope Remaining to Procure."
- **18.** Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for Brushy Creek and Fern Bluff Intersections Milling, under IFB #22IFB113.
- 19. Discuss, consider and take appropriate action on Supplemental Work Authorization No 1 to Work Authorization No 4 under Williamson County Contract between Diamond Surveying and Williamson County dated May 19, 2020 for CR 201 From CR 200 to Approximately 1,100 Feet North of Umbrella Sky. This supplemental is to decrease the maximum amount payable to \$60,460.00. Funding source: P499.

- 20. Discuss, consider and take appropriate action on Supplemental Work Authorization No 3 to Work Authorization No 5 under Williamson County Contract between Diamond Surveying and Williamson County dated May 19, 2020 for CR 307 North of CR 305 Jarrell. This supplemental is to decrease the maximum amount payable to \$52,375.00. Funding source: P394.
- 21. Discuss, consider and take appropriate action on approval of the final plat for the Lopez Tract subdivision Precinct 4.
- **22.** Discuss, consider and take appropriate action on approval of the final plat for the Santa Rita Ranch Phase 1 Section 7 subdivision Precinct 2.
- 23. Discuss, consider and take appropriate action on approval of the amended plat for Lots 35-37 & 42-44, Blk A, Lot 46, Blk B, and Lot 24, Blk C, of the Santa Rita Ranch Ph 3 Sec 2 subdivision Precinct 2.

REGULAR AGENDA

- **24.** Discuss, consider and take appropriate action on approving the resolution for Williamson County EMS proclaiming May 15-21, 2022 as Emergency Medical Services Week.
- **25.** Discuss, consider and take appropriate action on a Proclamation recognizing May 11-17, 2022 as National Police Week.
- 26. Discuss and take appropriate action on increasing the homestead property tax exemptions for persons sixty-five (65) years of age or older from \$90,000 to {NOT TO EXCEED \$115,000} as authorized by Section 11.13(d) of the Property Tax Code, to be effective for the tax year beginning on January 1, 2022.
- 27. Discuss and take appropriate action on increasing the homestead property tax exemptions for disabled persons from \$75,000 to {NOT TO EXCEED \$100,000} dollars as authorized by Section 11.13(d) of the Property Tax Code, to be effective for the tax year beginning on January 1, 2022.
- 28. Discuss and take appropriate action on authorizing a percentage-based exemption from ad valorem taxes on the appraised value of the residence homestead in the amount of {NOT TO EXCEED 2.25 percent} of the appraised value of the individual's residence homestead or a minimum of \$5,000 as authorized by Section 11.13(n) of the Property Tax Code, to be effective for the tax year beginning on January 1, 2022.
- 29. Discuss and take appropriate action to conduct local canvass of election returns for the Constitutional Amendment and Special Elections held on May 7, 2022 and to approve all documents related to the canvass of election returns.
- **30.** Discuss, consider, and take appropriate action on approving a memorandum of understanding between Capital Area of Texas Regional Advisory Council (CATRAC) and Williamson County related to the regional whole blood program.
- 31. Discuss, consider, and take appropriate action regarding acceptance of donation(s) and transfer of medical equipment from the Capital Area of Texas Regional Advisory Council (CATRAC) to support operations of the Williamson County Emergency Medical Services pursuant to Tex. Loc. Gov't Code § 81.032 and authorized county judge or presiding officer to sign transfer document(s) on behalf of county.

- 32. Discuss, consider and take appropriate action on approving the purchase of Three (3) Chevrolet Tahoes in the total of amount of \$157,220.85, from Lake Country Chevrolet, per the GoodBuy Coop contract #22-22 8F000, valid through 12/31/22, to support the operations of the Williamson County Sheriff's Office.
- **33.** Discuss, consider and take appropriate action on a policy exception for the Tax Assessor/Collector to move salary surplus dollars of 4,712.57 from PCN 1487 to PCN 1436.
- Discuss, consider and take appropriate action on approving the agreement between Williamson County and Mythics, Inc. in the amount of \$182,461.79 to be paid now, pursuant to DIR contract #DIR-TSO-4158, and authorizing the execution of this agreement. This is a two part payment with the second payment of \$182,461.79 due before 10/15/2022. The contract term of this agreement is 5/15/22 10/31/23.
- **35.** Receive the May 2022 Construction Summary Report and PowerPoint Presentation.
- **36.** Discuss, consider and take appropriate action on authorizing the extension of Contract #T4116 Pre-Coating Mixture Asphalt, renewal option period 1, for the same terms and conditions as the existing contract, but with a price increase of 11% from \$120.96 to \$134.83 per ton, per attached documentation and spreadsheet, with Waller County Asphalt, Inc., for the 12-month term of 06/14/22 06/14/23.
- **37.** Discuss, consider, and take appropriate action on awarding Corrugated Metal Pipe to the lowest and best bidder Texas Corrugators, under IFB #22IFB93.
- 38. Discuss, consider, and take appropriate action regarding a Notice of Intent (NOI) for Stormwater Discharge associated with the Construction Activity under TPDES Construction General Permit (TXR150000) for T5045 CR 404 Hutto Water Line Realignment, a Road Bond program in Commissioner Pct. 4 Project: P390 Funding Source: Road Bond.
- **39.** Discuss, consider, and take appropriate action on the Southeast Loop Connection Grant Application and Financial Commitment Letter, with a commitment to contribute to the local match if the project is selected for funding. Funding Source: LRTP Funds
- **40.** Discuss, consider, and take appropriate action regarding an Antiquities Permit Application to the Texas Historical Commission required as part of the Due Diligence Environmental Investigations on the Bud Stockton Project, a Road Bond Project in Commissioner Pct. 4 Project Number P307.
- **41.** Discuss, consider, and take appropriate action on Contract Amendment No. 1 to the Bud Stockton Extension contract between Williamson County and Pape-Dawson Engineers, Inc. relating to the 2019 Road Bond Program.

Project: P307 Fund Source: Road Bonds

42. Discuss, consider, and take appropriate action on Contract Amendment No. 2 to the Corridor C (SH29 Bypass Gap) contract between Williamson County and ATKINS North American, Inc. relating to the 2013 Road Bond Program.

Project: P459 Fund Source: Road Bonds

- 43. Discuss, consider and take appropriate action on a Possession and Use Agreement with Barry Cryer and Barbara Cryer regarding right-of-way needed for the Bud Stockton Loop project (parcel 5). Funding Source: Road Bonds P307
- **44.** Discuss, consider and take appropriate action on a Possession and Use Agreement with Lisa Meadows regarding right-of-way needed for the Bud Stockton Extension project (parcel 6). Funding Source: Road Bonds P307

- **45.** Discuss, consider and take appropriate action on a Real Estate Contract with Vista Ridge Corners Partners, LLC for 0.114 acres of right of way needed for the Bud Stockton Loop project (Parcel 7). Funding Source: Road Bonds P307
- **46.** Discuss, consider and take appropriate action on 3 claims for moving expenses related to the right of way acquisition on Sam Bass Road--Parcel 13. Funding Source: Road Bonds P462

Unit M1 - GTX Construction Services LLC

Unit 101 - GTX Construction Services LLC

Unit 076 - GTX Construction Services LLC

47. Consideration and possible action relating to Order Authorizing the Issuance of Williamson County, Texas Unlimited Tax Road Bonds in One or more Series; Levying an Ad Valorem Tax in Support of the Bonds; Approving Paying Agent/Registrar Agreements, Official Statements and Purchase Agreements; Establishing the Procedures for Selling and Delivering One or More Series of the Bonds; and Authorizing Other Matters Relating to the Bonds.

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 332
 - 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 Bud Stockton Extension.
 - g) Discuss the acquisition of real property for CR 305/307.
- 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.
 - I) Discuss the acquisition of right-of-way for Hero Way.
 - 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.
- v) Discuss acquisition of right of way for County Road 245.
- w) Discuss acquisition of right of way for CR 401/404.
- x) Discuss acquisition of right of way for Liberty Hill Bypass.
- 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
- h) Project Crystal Lagoon
- i) Project Phantom
- i) Project World
- **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 395 th District Court of Williamson County, Texas
- 15. Cause No. 2022Cl0574; 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:

1. Property damage claim by Erica Walls

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.
- 4. Legal matters pertaining to Solara at Highland Horizon Condominium Project
- 5. Legal matters relating to U.S. Fish and Wildlife Service's Final Rule Designating Critical Habitat for the Georgetown and Salado Salamanders
- 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).

REGULAR AGENDA (continued)

- Discuss, consider, and take appropriate action regarding filing a notice of intent to sue the Department of the Interior, U.S. Fish and Wildlife Service, and other necessary parties in connection with the U.S. Fish and Wildlife Service's Final Rule Designating Critical Habitat for the Georgetown and Salado Salamanders, 86 Fed. Reg. 46,536 (Aug. 18, 2021).
- **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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- 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
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- 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 395 th District Court of Williamson County. Texas
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- 2. EEOC Charge #451-2021-00920 K.B.
- 3. EEOC Charge #451-2021-01357 J.G.
- 4. EEOC Charge #451-2021-01145 G.H.
- 5. EEOC Charge #451-2021-01742 J.R.

d. Claims:

1. Property damage claim by Erica Walls

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.
- 4. Legal matters pertaining to Solara at Highland Horizon Condominium Project
- 5. Legal matters relating to U.S. Fish and Wildlife Service's Final Rule Designating Critical Habitat for the Georgetown and Salado Salamanders
- 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.** Comments from Commissioners.
- 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 13th day of May 2022 at 5:00 P.M. and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Meeting Date: 05/17/2022

Line Item Transfer

Submitted By: Wendy Coco, WC Radio Communication System (RCS)

Department: WC Radio Communication System (RCS)

Agenda Category: Consent

Information

3.

Agenda Item

Discuss, consider and take appropriate action on approving a line item transfer for Wireless Communications.

Background

This line item transfer would cover the cost associated with additional security cameras.

Fiscal Impact

From/To	Acct No.	Description	Amount
From:	0100-0587-003005	Office Furniture< \$5000	\$6,650.00
То:	0100-0587-004509	Facility Enhancements	\$4,500.00
То:	0100-0587-003001	Small Equipment & Tools	\$2,150.00

Attachments

No file(s) attached.

Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Becky Pruitt 05/11/2022 01:10 PM Budget Office Saira Hernandez 05/11/2022 02:04 PM

Form Started By: Wendy Coco Started On: 05/10/2022 01:28 PM Final Approval Date: 05/11/2022

Meeting Date: 05/17/2022

05-17-2022 LIT

Submitted For: Kevin Teller Submitted By: Edward Pospisil, Infrastructure

Department: Infrastructure **Division:** Fleet Services

Agenda Category: Consent

Information

4.

Agenda Item

Discuss, consider, and take appropriate action concerning a Line Item Transfer for Fleet Services.

Background

Unforeseen major repairs have depleted our sublet funds earlier than anticipated for current fiscal year. This transfer amount is being requested to fund sublet charges for continuity of operations.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0882.0882.003525	Tires, Tubes	\$40,000.00
То	0882.0882.003524	Sublets	\$40,000.00

Attachments

No file(s) attached.

Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Becky Pruitt 05/11/2022 03:58 PM Budget Office Saira Hernandez 05/12/2022 07:16 AM

Form Started By: Edward Pospisil Started On: 05/11/2022 03:27 PM

Final Approval Date: 05/12/2022

Meeting Date: 05/17/2022

Compensation Items

Submitted By: Kayla Marek, Human Resources

Department: Human Resources

Agenda Category: Consent

Information

Agenda Item

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

Background

See attached documentation for details.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Position Changes

Form Review

Inbox

Human Resources (Originator) County Judge Exec Asst. Form Started By: Kayla Marek

Final Approval Date: 05/11/2022

Reviewed By Date

Rebecca Clemons 05/11/2022 04:16 PM **Becky Pruitt** 05/11/2022 04:18 PM

Started On: 05/11/2022 04:11 PM

5.

Department Number and Name	PCN	EE ID	Current Annual Salary	*New Annual Salary	Current Position Budget Amount	*New Position Budget Amount	Position	Position		Earliest Oracle Effective Date
499 -Tax Assessor/Collector	1448	Vacant	N/A	N/A	\$46,221.84	\$36,566.40	\$9,655.44		Reallocation of position budget to facilitate promotion as allowed by policy. Surplus salary from PCN 1448 to 1444	5/20/2022
499 -Tax Assessor/Collector	1444	Vacant	N/A	N/A	\$44,773.27	\$54,428.71	N/A		Reallocation of position budget to facilitate promotion as allowed by policy. Surplus salary from PCN 1448 to 1444	5/20/2022

^{*}Amount may vary slightly due to Oracle rounding

Meeting Date: 05/17/2022

Waive penalty and interest to customers as requested by the Tax Assessor Collector

Submitted For: Larry Gaddes Submitted By: Judy Kocian, County Tax Assessor

Collector

6.

Department: County Tax Assessor Collector

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action to approve waiving Penalty and Interest to customers as requested by the Tax Assessor/Collector's Office.

Background

In accordance with Section 33.011 of the Texas Property Tax Code, The Governing Body of the taxing unit shall waive penalties and may provide for the waiver of interest if interest on a delinquent tax if an act or omission of any officer, employee or agent of the taxing unit or the appraisal district in which the taxing unit participates caused or resulted in the taxpayer's failure to pay the tax before delinquency and if the tax is paid within 21 days after the taxpayer knows or should know of delinquency.

Fiscal Impact

- [
1	From/To	Acct No.	Description	Amount

Attachments

Waiver 2021

Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Becky Pruitt 05/11/2022 02:22 PM

Form Started By: Judy Kocian Started On: 05/10/2022 10:37 AM Final Approval Date: 05/11/2022

Williamson County Tax Office Tax Assessor/Collector Larry Gaddes PCAC, CTA

Waiver Requests for 2020 - 2021 Penalty & Interest



May 6, 2022

Waivers of penalty and interest may or shall be granted by the governing body of the taxing unit according to the provisions provided by Section 33.011 of the Texas Property Tax Code. The requests included within have been reviewed by the Williamson County Tax Assessor/Collector's Waiver Review Committee. The Review Committee has to Williamson County Commissioners Court for approval. determined the request meet the requirements of Section 33.011 and are being presented

Property ID# R391407	Tax Year 2020	Name Hunninghake, Kristin	P&I Amount \$868.77 (P&I) + \$715.04 (Atty Fees)	"	Reason Appraisal District Error Electronic
R581595	2021	Rogers, Robert	\$117.39	33.011 (h)(2)	Electronic Payment Error
R391672	2021	Carroll, David & Jennifer	\$2,313.70	33.011 (i)(2)	USPS error
R478453	2021	Grimard, Vincent	\$946.75	33.011 (h)(2)	Electronic Payment Error
R519644	2021	Jackson, Kevin	\$511.87	33.011 (a)(1)	Appraisal District Error
R528069	2021	Wadumesthrige, Kapila & Ashoka	\$211.11	33.011 (a)(1)	Appraisal District Error

Property ID#	Tax Year	Name	P&I Amount	Relevant Code	Reason
R369219	2021	Sagan, Daniel	\$469.76	33.011 (a)(1)	Appraisal District Error
R578147	2021	Payne, Nathan & Courtney	\$487.76	33.011 (a)(1)	Appraisal District Error
R605672	2021	Dholakia, Jay	\$175.18	33.011 (a)(1)	Appraisal District Error
R361712	2021	Near Holdings, LP	\$6,812.27	33.011 (a)(1)	Appraisal District Error
R598594	2021	Van Wagoner, Daniel	\$826.84	33.011 (a)(1)	Appraisal District Error
		1			

Approved by/Date

Approved by/Date

Meeting Date: 05/17/2022

Property Tax Collections – April 2022

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

Collector

7.

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 April 2022 for the Williamson County Tax Assessor/Collector.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

040122-043022 GWI-RFM 040122-043022 GWI-RFM Graph

Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Becky Pruitt 05/12/2022 08:55 AM

Form Started By: Renee Clark Started On: 05/12/2022 08:50 AM

Final Approval Date: 05/12/2022

YEAR TO DATE - COLLECTION REPORT Williamson County - GWI/RFM Property Taxes April 30, 2022

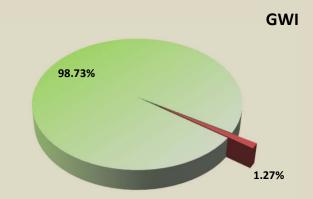
Williamson County General Fund	Tax Roll	Adjustments	Adjusted Tax Roll	Current Tax Collected	Penalty & Interest Collected	Variance	Uncollected Balance	YTD Collected	YTD Percent Collected	YTD Percent Collected w/P & I	YTD Percent Collected w/P & I & Prior Years
2021 2020 & Prior Rollbacks	\$338,165,485.42 \$2,912,104.50 \$303,027.71	(\$290,359.94) (\$370,707.38) \$1,318,771.40	\$337,875,125.48 \$2,541,397.12 \$1,621,799.11	\$803,795.08 \$9,419.59 \$13,772.59	\$9,502.31	\$184.32 \$696.55 \$0.00	\$4,274,519.78 \$2,309,990.46 \$1,007,690.59	\$333,600,605.70 \$231,406.66 \$614,108.52	98.73% 9.11% 37.87%	98.87% 15.50% 37.87%	99.17%
Total All	\$341,380,617.63	\$657,704.08	\$342,038,321.71	\$826,987.26	\$93,984.97	\$880.87	\$7,592,200.83	\$334,446,120.88	97.78%	97.96%	

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 2020 & Prior Rollbacks	\$34,120,490.65 \$264,578.33 \$28,849.49	\$2,105.79 (\$33,089.36) \$126,331.05	\$34,122,596.44 \$231,488.97 \$155,180.54	\$85,175.65 \$939.25 \$1,313.12	\$888.25	\$18.39 \$69.27 \$0.00	\$435,495.93 \$208,225.39 \$96,679.88	\$33,687,100.51 \$23,263.58 \$58,500.66		98.86% 16.50% 37.70%	99.14%
Total All	\$34,413,918.47	\$95,347.48	\$34,509,265.95	\$87,428.02	\$9,437.57	\$87.66	\$740,401.20	\$33,768,864.75	97.85%	98.03%	

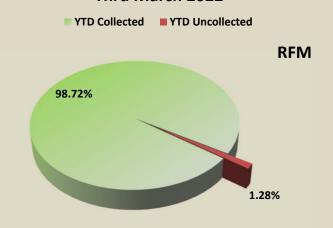
				2021 COMBINED MONT	HLY BREAKDOWN	<u>[</u>		
Oct-21	\$375,794,536.10	\$47,590.91	\$375,842,127.01	\$13,224,298.30	\$25,367.31	\$503.32	\$362,617,325.39	\$13,224,801.62
Nov-21	\$375,842,127.01	\$253,452.94	\$376,095,579.95	\$18,249,853.40	\$18,133.11	\$8,781.58	\$344,612,143.35	\$31,483,436.60
Dec-21	\$376,095,579.95	(\$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
Apr-22	\$375,882,008.80	\$665,578.86	\$376,547,587.66	\$914,415.28	\$103,422.54	\$968.53	\$8,332,602.03	\$368,214,985.63

Year to Date Collection Report Thru March 2022

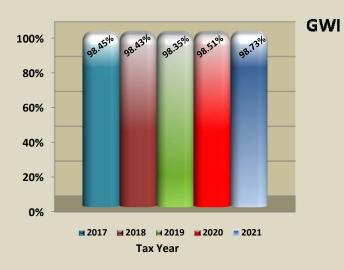




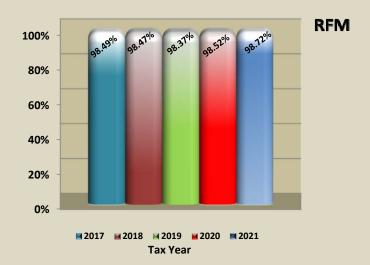
Year to Date Collection Report Thru March 2022



Percent of Roll Collected Comparison 2017-2021



Percent of Roll Collected Comparison 2017-2021



Meeting Date: 05/17/2022

County Attorney April 2022 Monthly Report

Submitted For: D. Hobbs

Department: County Attorney

Agenda Category: Consent

Submitted By:

8.

Stephanie Lloyd, County Attorney

Agenda Item

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

Background

Fiscal Impact

Information

From/To	Acct No.	Description	Amount

Attachments

April report

Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Becky Pruitt 05/09/2022 09:05 AM

Form Started By: Stephanie Lloyd Started On: 05/09/2022 08:42 AM Final Approval Date: 05/09/2022

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 April, 2022.

DEE HOBBS

COUNTY ATTORNEY

On this 9th day of May, 2022, to certify which witness my hand and seal of office.

NOTARY PUBLIC

In and for the State of Texas

STEPHANIE J LLOYD

My Notary ID # 124247546

Expires December 6, 2022

GL Revenue Object	GL Revenue Fund	Receipt Source	Receipt Date	Receipt Number	Receipt Comment	Receipt Amount
207015	0100	CO ATTY	13-Apr-2022	31315	2019-5897 2021-1085	\$ 1,075.00
			19-Apr-2022	31328	2021-1250 2021-2393	\$ 5,760.00
			22-Apr-2022	31345	2020-3493	\$ 5,231.00
		CO ATTY 2	07-Apr-2022	31294	2020-0280 2020-2893 2021-1348	\$ 949.00
207015 Total						\$ 13,015.00
341300	0406	CO ATTY HC FEES	07-Apr-2022	31294	HOT CHECK FEES-FEBRUARY 2022	\$ 165.00
341300 Total						\$ 165.00
351000	0364	CO ATTY INTERVENTION	06-Apr-2022	31286	2021-0353 2021-0990 2021-1087 2021-2340 2021-3095	\$ 2,220.00
			08-Apr-2022	31297	2020-0775 2021-0063 2021-1096 2021-2174	\$ 2,000.00
			11-Apr-2022	31301	2021-0048 2021-2172	\$ 860.00
			19-Apr-2022	31328	2020-0280 2021-0010 2021-0843 2021-0882 2021-1085 2021- 1184 2021-4192	\$ 3,220.00
			20-Apr-2022	31336	2019-6132 2020-3813 2021-0694 2021-1105	\$ 1,580.00
			22-Apr-2022	31345	2020-2184, 2020-3421, 2021-0501, 2021-0670, 2021-1296	\$ 2,220.00
			25-Apr-2022	31350	2021-2618	\$ 360.00
			27-Apr-2022	31361	2020-0500 2021-2619 2021-3254 2021-4114	\$ 1,860.00
			29-Apr-2022	31382	2020-1953 2020-1957 2020-1963	\$ 900.00
		CO ATTY INTERVENTION 1	04-Apr-2022	31279	2020-3602 2021-0031 2021-0528 2021-2044 2021-2354 2021- 2869 2021-1111	\$ 3,500.00
			13-Apr-2022	31315	2021-2135	\$ 500.00
		CO ATTY INTERVENTION 2	04-Apr-2022	31279	2020-1516 2021-1947	\$ 860.00
			13-Apr-2022	31315	2020-1665 2021-0279 2021-0373 2021-1652 2021-2367	\$ 2,220.00
351000 Total						\$ 22,300.00
352200	0100	CO ATTY	14-Apr-2022	31321	21-1791-CC1 & 21-1791-CC1, MARIA GONZALEZ- MARTINEZ	\$ 1,200.00
			18-Apr-2022	31325	21-1556-CC1 JERMAINE DEQUAN WASHINGTON	\$ 2,400.00
		CO ATTY 1	07-Apr-2022	31294	21-00752-1/ANTHONY BAKER 21-00754-1/ANTHONY BAKER 20-02440-1/DESTINY THOMAS 19-06060-3/FABIAN GUZMAN	\$ 1,650.00
352200 Total						\$ 5,250.00
370500	0100	CO ATTY	26-Apr-2022	31357	2022-231-PIA	\$ 180.00
370500 Total						\$ 180.00
Grand Total						\$ 40,910.00

Criminal Restitution April 2022

Date	Payor		Amount	Case #	Deposit Date
4/4/2022	Brian Mitchell Crane	\$ 500.00		2020-0280	4/5/2022
4/3/2022	Tyler Garrett Hodgson	\$	199.00	2020-2893	4/5/2022
4/4/2022	Donovan Lane Frazier-Aylor	\$	250.00	2021-1348	4/5/2022
		\$	949.00		
Date	Payor		Amount	Case #	Deposit Date
4/7/2022	Dominique Jerrell Macias	\$	500.00	2019-5897	4/12/2022
4/11/2022	Hayden Alexa Jones	\$	575.00	2021-1085	4/12/2022
		\$	1,075.00		
Date	Payor		Amount	Case #	Deposit Date
4/15/2022	Amber Leigh Hevener	\$	60.00	2021-1250	4/19/2022
4/15/2022	Robert Presley Peek	\$	5,700.00	2021-2393	4/19/2022
		\$	5,760.00		
Date	Payor		Amount	Case #	Deposit Date
4/19/2022	Brett Joseph Wallet	\$	5,231.00	2020-3493	4/21/2022
		\$	5,231.00		

Disbursement Summary

TXWILLIAMSONP ROD

Collection Date Range: 03/01/2022 - 03/31/2022 Ignore Tender Holds: No Final Copy

County Attorney Bank

Williamson County Treasurer - HC

Disbursement Summa	nry					
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

	Àmount	Èścrow	Deductions	Held	Disbursement Amount	
rsement Summary Totals	165.00	0.00	0.00	0.00	165.00	

Disbursement Detail			(+) Collection	(+) Previous	(-) Escrow	(-) Escrow	Disbursement
Check ID Number	Defendant	Code	Amount	Escrow	Deductions	Held	Amount
16-00225	Bumcrot, Robert (PID #: 1343461)	CHKFEE	30.00	0.00	0.00	0.00	30.00
22-00001	MCCORMICK, MICHAEL BRETT (PID #: 521034)	CHKFEE	15.00	0.00	0.00	0.00	15.00
22-00017	Bolden, Trentin (PID #: 1805154)	CHKFEE	75.00	0.00	0.00	0.00	75.00
22-00018	Downing, Mary Katherine (PID #: 590054)	CHKFEE	15.00	0.00	0.00	0.00	15.00
22-00021	Stevens, Robert (PID #: 1806417)	CHKFEE	15.00	0.00	0.00	0.00	15.00
22-00022	Trigg, Karyn J (PID #: 920170)	CHKFEE	15.00	0.00	0.00	0.00	15.00
Totals:			165.00	0.00	0.00	0.00	165.00

Printed on 04/04/2022 at 11:55 am Page 4 of 6

PTI Fee April 2022

date	payor	amo	ount	control#	deposit date
3/25/2022	Frank John Schroeplein	\$	500.00	2021-2135	3/28/2022
		\$	500.00		
date	payor	amo	ount	control #	deposit date
3/31/2022	Scott Thomas Peterson	\$	500.00	2020-3602	4/1/2022
3/31/2022	Robert Juan Lira	\$	500.00	2021-0031	4/1/2022
3/30/2022	Jill Ann Rogers	\$	500.00	2021-0528	4/1/2022
3/31/2022	Marriah Celeste Martinez	\$	500.00	2021-1111	4/1/2022
3/31/2022	Marc David Malott	\$	500.00	2021-2044	4/1/2022
3/30/2022	Jorge Luis Espinosa	\$	500.00	2021-2354	4/1/2022
3/30/2022	Melody Jo Long	\$	500.00	2021-2869	4/1/2022
		\$ 3,	500.00		
date	payor	amo	ount	control #	deposit date
4/1/2022	Michael Eugene Aikens	\$	500.00	2020-1516	4/4/2022
4/1/2022	Thomas Jordan O'Hara	\$	360.00	2021-1947	4/4/2022
		\$	860.00		
date	payor	amo	ount	control #	deposit date
4/5/2022	Laura Foster	\$	500.00	2021-0353	4/6/2022
4/4/2022	Ginna Denise Collier	\$	360.00	2021-0990	4/6/2022
4/5/2022	Nicholas Jay Larrick	\$	500.00	2021-1087	4/6/2022
4/5/2022	Juan Pable Chairez	\$	360.00	2021-2340	4/6/2022
4/5/2022	Amanda Leigh Sims	\$	500.00	2021-3095	4/6/2022
		\$ 2,	220.00		
date	payor	amo	ount	control #	deposit date
4/7/2022	Blair Ashlenn Rankin	\$	500.00	2020-0775	4/8/2022
4/7/2022	Manuel Arredondo	\$	500.00	2021-0063	4/8/2022
4/6/2022	Alan Adrian Rodriguez	\$	500.00	2021-1096	4/8/2022
4/7/2022	Drew Barrett Young	\$	500.00	2021-2174	4/8/2022
		\$ 2,	00.00		
date	payor	amo	ount	control #	deposit date
4/8/2022	Eulises Samaniego	\$	500.00	2021-2172	4/11/2022
4/10/2022	David Eugene Smith, Jr.	\$	360.00	2021-0048	4/11/2022
		\$	860.00		
date	payor	amo	ount	control #	deposit date
4/11/2022	Erika Michelle Rodriguez	\$	500.00	2020-1665	4/13/2022
4/12/2022	Cherie Ann Held	\$	360.00	2021-0279	4/13/2022
4/12/2022	Charla Ruth Shaulis	\$	360.00	2021-0373	4/13/2022
4/11/2022	Dylan Garrett Mahan	\$	500.00	2021-1652	4/13/2022

4/11/2022	Erica Lee Dominick	\$ 500.00	2021-2367	4/13/2022
		\$ 2,220.00		
date	payor	amount	control#	deposit date
4/14/2022	Brian Mitchell Crane	\$ 500.00	2020-0280	4/18/2022
4/13/2022	Samantha Jo Knueppel	\$ 500.00	2021-0010	4/18/2022
4/13/2022	Kazandra Lazell Olvera	\$ 360.00	2021-0843	4/18/2022
4/14/2022	Joseph Eugene Creel	\$ 500.00	2021-0882	4/18/2022
4/14/2022	Hayden Alexa Jones	\$ 360.00	2021-1085	4/18/2022
4/13/2022	Breanna Nicole Ford	\$ 500.00	2021-1184	4/18/2022
4/14/2022	Arturo Perez, Jr.	\$ 500.00	2021-4192	4/18/2022
		\$ 3,220.00		
date	payor	amount	control#	deposit date
4/19/2022	Sergio Isidro Solis	\$ 360.00	2019-6132	4/20/2022
4/19/2022	Tanya Rachelle Moore	\$ 360.00	2020-3813	4/20/2022
4/19/2022	Alexandra Shaye Callan	\$ 500.00	2021-0694	4/20/2022
4/18/2022	Cesilio Jesus Gonzales, III	\$ 360.00	2021-1105	4/20/2022
		\$ 1,580.00		
date	payor	amount	control#	deposit date
4/21/2022	Aszure Marie Wagner	\$ 360.00	2020-2184	4/22/2022
4/21/2022	Javier Hernandez Garcia	\$ 500.00	2020-3421	4/22/2022
4/21/2022	Joseph Smart	\$ 360.00	2021-0501	4/22/2022
4/21/2022	Megan Elizabeth Hall	\$ 500.00	2021-0670	4/22/2022
4/20/2022	Anthony Jay LeGrand	\$ 500.00	2021-1296	4/22/2022
		\$ 2,220.00		
date	payor	amount	control #	deposit date
4/22/2022	Keller Shaye Driskill	\$ 360.00	2021-2618	4/25/2022
		\$ 360.00		
date	payor	amount	control #	deposit date
4/25/2022	Trumen Bob, Jr	\$ 500.00	2020-0500	4/27/2022
4/25/2022	Braden Thomas Vines	\$ 360.00	2021-2619	4/27/2022
4/26/2022	Jeremy Ryan Cook	\$ 500.00	2021-3254	4/27/2022
4/25/2022	Frank Lewis Lawhon, Jr	\$ 500.00	2021-4114	4/27/2022
		\$ 1,860.00		
date	payor	amount	control#	deposit date
4/28/2022	Damayon Donnell Jones	\$ 360.00	2020-1553	4/29/2022
4/28/2022	Marlon Dwayne Jones	\$ 180.00	2020-1957	4/29/2022
4/28/2022	Ramayon Danyell Jones, Jr	\$ 360.00	2020-1963	4/29/2022
7/20/2022				

PIA Fee April 2022

date	payor	amount	PIA#	deposit date	deposit total
4/26/2022	Lori Gallagher	\$ 180.00	2022-231-PIA	4/26/2022	\$ 180.00

Meeting Date: 05/17/2022

Approval of Contract for Staff Retreat Venue at Lone Star Oaks, LLC for Tax Office

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

Department: Purchasing **Agenda Category:** Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving the agreement between Lone Star Oaks, LLC and Williamson County for Tax Office staff retreat venue in the amount of \$2,000.00, and authorizing execution of the agreement.

Background

Approval of this item will support Williamson County Tax Office staff. Annually the Tax Office holds a staff retreat for training. Attached is the agreement outlining the date, time and responsibilities of each party. Payment will be made in full on the day of the event in October 2022, however this contract is required in advance to reserve the venue. Legal, audit, and budget have reviewed this purchase. This expenditure will be charged to FY23 01.0100.0499.004232. Department contact is Matt Johnson.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Lone Star Oaks Agreement

Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Becky Pruitt 05/11/2022 02:29 PM Purchasing (Originator) Joy Simonton 05/12/2022 10:54 AM

Form Started By: Erica Smith Started On: 05/11/2022 02:10 PM

Final Approval Date: 05/12/2022

9.

From:

Janna K. Ponder

Lone Star Oaks, LLC

Venue

(281) 678-4659

janna@lonestaroaks.com



Bill To:	Williamson County Tax Assessor/Collector
	jkocian@wilco.org
Project:	WILCO Tax Assessor/Collector
Туре	Corporate
Date	Oct 10, 2022
Time	TBD
Location	TBD

LSO SPECIAL EVENT INVOICE & CONTRACT

Version 3

PROPOSAL

Special Event Venue Rental	QTY	UNIT	PRICE \$2,000.00	SVC	TAX	TOTAL \$2,000.00
	Subtotal:		ıbtotal:		\$2,000.00	
		Total Amount:			\$2,000.00	

PAYMENT PLAN

1. \$2,000.00	Oct 10, 2022	#187638-000443	UNPAID
··· v =,······			

Total Amount: **\$2,000.00**

Special Event Rental Agreement

This agreement, made on May 10, 2022by and between Lone Star Oaks, LLC., a limited liability company organized under the laws of the State of Texas, hereinafter referred to as LSO, and the below named person(s), hereinafter referred to as Client:

Client Name(s): Williamson County Tax AssessorCollector

Address: 904 South Main Street

City/State/Zip: Georgetown, TX 78626

Contact Number: 512-943-1954

Email: jkocian@wilco.org

PROPERTY RENTAL, FEES & PAYMENT: Lone Star Oaks Venue hereby grants Client use of LSO and property located at 3354 CR 236, Williamson County, Liberty Hill, Texas 78642 on the date specified on the Event Summary form and only during the hours specified in this agreement and only for the purpose outlined in this Agreement. Any additional time must be approved by LSO prior to the event date. The venue rental fee is due on the day of the event by check made payable to Lone Star Oaks, LLC.____

EVENT DETAILS: Oct 10, 2022 08:00 am4:30 pm

RULES AND REGULATIONS/COMPLIANCE WITH THE LAW: Client agrees to follow all rules and regulations set forth by LSO. Should Client fail to follow the rules and regulations, LSO may, in its sole discretion, terminate the Event. Client acknowledges and agrees that LSO reserves the right to amend or supplement the Rules and Regulations and that LSO may do so without notice to Client. Client agrees to abide by all local, city, state and federal ordinances, regulations and/or laws. Should Client not abide by these ordinances, regulations and/or laws, LSO may, in its sole discretion, terminate the Event. Client acknowledges that they are responsible for their guests' actions and in making sure they also follow LSO Rules and Regulations. Should any of the Client's guests fail to follow LSO rules and regulations or any local, city, state and federal ordinances, regulations and/or laws, Client understands that LSO may, in its sole discretion, terminate the Event

- The number of participants and invited guests cannot exceed 225
- Smoking and Vaping is not permitted inside the venue building. Smoking/Vaping is permitted outside in designated areas only.
- Client's guests are not allowed to bring in alcohol (No BYOB)
- · Cash bars are not permitted
- · Alcohol Shots are not allowed

- Drinking in the parking lots and vehicles is not permitted
- Open flames, including candles, are not allowed anywhere on the property
- The use of any grill or heater is subject to approval of Lone Star Oaks management
- Music and any other entertainment must be contained to an acceptable sound level to avoid disturbing the surrounding community. The use of subwoofers is not permitted.
- No smoke, fog, or bubble machines are allowed
- No confetti or glitter is allowed

CANCELLATION BY CLIENT: In the event Client of	lecides to capped their overt	Client 1 115 1 00 1
ntent to cancel	coldes to carleer their event	i, Client must notify LSO in writing of the

INDEMNIFICATION: For consideration to Lone Star Oaks, LLC for entering into this Agreement, to the extent authorized under Texas law, Client assumes all risk of, and hereby waives all claims against Lone Star Oaks, LLC for damage or injury to Client or any employee, invitee, guest, agent or customer of Client or other's property in, on or about the Venue or the Venue property. To the extent authorized under Texas Law, Client shall indemnify, hold harmless and defend Lone Star Oaks, LLC against all losses (including lost, stolen or damaged items) damages, claims, actions or liability or any kind (including, without limitation, attorney fees) arising in any way or resulting from Client's use of the Venue or any activity done or permitted by Client or any party on the Venue Property as a result of Client's activities, or breach or default of Client's obligations under the Agreement.

FORCE MAJEURE CLAUSE: If LSO is prevented or delayed from allowing the Client's event to occur, or the event is interrupted due to acts of God or nature, such as rain, flooding, lightning strike, power outage, tornado, hurricane, fire, pandemics, governmental restrictions or closures, judicial orders, or other disaster or event caused by a third party, LSO bears no responsibility or liability and all payments made prior to the incident or disaster are not refundable.

AMENDMENT AND ASSIGNMENT: Modifications or amendments to this Agreement may only be made in writing and must be signed by both Client and LSO management. Neither party may assign or transfer their respective rights or obligations under this Agreement without prior written consent from the other party. It is understood and agreed by both Client and LSO that only the named Client shall be the only contact person for this Agreement and the only person authorized to give instructions to LSO management

FACSIMILE AND COUNTERPARTS: This agreement may be signed in any number of separate copies, each of which shall be effectively an original, but all of which taken together shall constitute a single document. This agreement may be electronically signed and submitted via mail, facsimile, email etc. and shall be deemed an original.

APPLICABLE LAW/ENTIRE AGREEMENT: This agreement shall be governed by the laws of the State of Texas and the venue shall be in the County of Williamson, Texas. The Agreement, including all Exhibits, contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement, whether oral or written. This agreement supersedes all prior agreements, whether written or oral.

NOTICES: All notices or correspondence to LSO shall be mailed or emailed to the following:	
Lone Star Oaks, LLC	
P O Box 755	

Liberty Hill, TX 78642

janna@lonestaroaks.com

mary@lonestaroaks.com

By signing this Venue Rental Agreement, Client acknowledges they have read and agree to the terms of the Agreement, and they and their guests will abide by the rules and regulations set forth.

Williamson County Tax AssessorCollector

Lone Star Oaks

Janua Hender 5-10-2023
TBD

Meeting Date: 05/17/2022

Authorize Issuing Advertisement for RFP #22RFP111 Armored Courier Services for County Treasurer

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

Department: Purchasing **Agenda Category:** Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed proposals for Armored Courier Services for Williamson County Treasurer under RFP #22RFP111.

Background

Williamson County seeks to solicit proposals for armored courier services for the Williamson County Treasurer. The current contract expires on January 02, 2023. Funding is budgeted in the FY22 budget. The expenditures will be charged to line item 0100-0497-004300. Department contact is Scott Heselmeyer.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox Reviewed By Date

Purchasing (Originator)

Joy Simonton

05/12/2022 10:22 AM

County Judge Exec Asst.

Becky Pruitt

05/12/2022 11:16 AM

Form Started By: Misty Brooks Started On: 05/09/2022 11:49 AM

Final Approval Date: 05/12/2022

10.

Meeting Date: 05/17/2022

Hart InterCivic Vehicle Reimbursement Agreement for County Sheriff

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

Department: Sheriff **Agenda Category:** Consent

Information

11.

Agenda Item

Discuss, consider and take appropriate action regarding approval and receipt of Vehicle Reimbursement Agreement regarding off duty contracting of County Sheriff Deputies for Hart InterCivic, Inc.

Background

This agreement gives permission for Hart InterCivic to contract County Sheriff Deputies in a private capacity and the County to invoice them for deputies vehicle usage. (Company located at 3800 Quick Hill Rd. Austin-WILCO Pct #1)

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Hart InterCivic

Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Becky Pruitt 05/11/2022 01:11 PM

Form Started By: Starla Hall Started On: 05/11/2022 11:05 AM

Final Approval Date: 05/11/2022

STATE OF TEXAS	§	VEHICLE REIMBURSEMENT
	§	AGREEMENT WITH
	§	NON-GOVERNMENTAL
	§	ORGANIZATION
	§	REGARDING OFF-DUTY
COUNTY OF WILLIAMSON	Š	CONTRACTING OF COUNTY DEDUTIES

This Vehicle Reimbursement Agreement with Non-Governmental Organization Regarding Off-Duty Contracting of County Deputies (hereinafter, the "AGREEMENT") is entered into by and between the company/organization set forth on the signature page below (hereinafter, "NON-GOVERNMENTAL ORGANIZATION") in the State of Texas, and Williamson County, Texas (hereinafter, "COUNTY") a political subdivision of the State of Texas, and the Williamson County Law Enforcement Agency set forth on the signature page below (hereinafter, "LEA").

For and in consideration of the permission given by COUNTY for the NON-GOVERNMENTAL ORGANIZATION to contract in a private capacity DEPUTIES of the LEA (hereinafter "DEPUTIES"), while DEPUTIES are not on duty with and for the COUNTY, it is hereby agreed as follows:

- 1. It is mutually agreed that while the DEPUTIES are working for the NON-GOVERNMENTAL ORGANIZATION, the DEPUTIES' primary responsibility is the enforcement of Federal and State laws and COUNTY Ordinances or Regulations to protect life and property and to keep the peace. The DEPUTIES are not allowed to enforce NON-GOVERNMENTAL ORGANIZATION policies or rules. DEPUTIES are at all times subject to the rules and policies of the LEA. NON-GOVERNMENTAL ORGANIZATION expressly acknowledges and agrees that such DEPUTIES are at all times independent contractors of the NON-GOVERNMENTAL ORGANIZATION when contracted by the NON-GOVERNMENTAL ORGANIZATION.
- 2. It is understood by the NON-GOVERNMENTAL ORGANIZATION that the COUNTY shall retain the right to withdraw at any time its permission for the DEPUTIES to work in a private capacity (including the right to terminate this agreement at any time). If the permission of the COUNTY is withdrawn, the NON-GOVERNMENTAL ORGANIZATION agrees to terminate its contracting relationships with DEPUTIES. The NON-GOVERNMENTAL ORGANIZATION, as part of this AGREEMENT, binds itself to release and hold harmless the COUNTY from any liability or claim for damages in the event such permission is withdrawn by the COUNTY.
- 3. Prior to the beginning of DEPUTIES contracting with the NON-GOVERNMENTAL ORGANIZATION, the NON-GOVERNMENTAL ORGANIZATION shall obtain a comprehensive general liability insurance policy

from a company authorized to do business in the State of Texas with minimum amounts of Ten Thousand Dollars (\$10,000) per occurrence for property damage, One Hundred Thousand Dollars (\$100,000) per person, and Three Hundred Thousand Dollars (\$300,000) per occurrence for personal injury. COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED UNDER THIS COVERAGE.

- 4. The term of this AGREEMENT shall begin on the May 24

 2022 and shall terminate on September 30, 2022. Any extension of this AGREEMENT must be set forth in writing and signed by both parties.
- 5. State law requires that law enforcement personnel conducting "off-duty" work must be both "full time" and "entitled" to fringe benefits. Tex. Occup. Code Sec. 1702.322(A) & (B)(i). Thus, part-time deputies and "reserve" officers may not conduct "off-duty" work.¹
- 6. The COUNTY agrees that each of the DEPUTIES will be properly insured with automobile liability insurance while operating the patrol vehicle in accordance with Section 612.005(b) of the Texas Government Code, and any other applicable laws.
- 7. COUNTY agrees to invoice NON-GOVERNMENTAL ORGANIZATION for the reimbursement amounts for deputy vehicle usage at the rate of \$12.00 per hour per vehicle (to cover NON-GOVERNMENTAL ORGANIZATION's fair share of costs for fuel, maintenance, and yearly premiums on automobile insurance).
- 8. NON-GOVERNMENTAL ORGANIZATION agrees to log and maintain all times that vehicles are allotted to off-duty work, whether actually used or parked, for each vehicle used by DEPUTIES on a monthly basis. NON-GOVERNMENTAL ORGANIZATION shall provide such vehicle time records to COUNTY and LEA no later than the last day of the end of each month in which vehicle usage occurs. COUNTY will invoice based on the total usage and rate, as set forth in Paragraph 7, and NON-GOVERNMENTAL ORGANIZATION will pay such invoice within ten (10) days of the invoice date. Reporting must be submitted to:

LEA: At the address set forth on signature page below.

COUNTY: <u>Williamson County Auditor's Office</u>

Attn: Finance Director 710 Main Street, Suite 301 Georgetown, Texas 78626

9. NON-GOVERNMENTAL ORGANIZATION agrees that it shall pay deputies directly and file 1099 forms with the Internal Revenue Service.

¹ It is the commissioners court that sets what compensation (and benefits) deputies are entitled to, which affects eligibility for off-duty work. Tex. Local Gov't Code § 152.011.

- 10. 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.
- 11. Nothing in this AGREEMENT shall be deemed to waive, modify or amend any legal defense available at law or in equity to COUNTY, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. COUNTY does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

NON-GOVERNMENTAL ORGANIZATION:

Name of Organization: Hart IntercCivic, Inc.

Signature:

Printed Name: Hollie Osbourn
Title:CFO
Date:May10, 20_22
WILLIAMSON COUNTY LAW ENFORCEMENT AGENCY
Name of Office: Sheriff
Printed Name of Official: Michael T. Glegson
Signature of Official:
Date:
Address of Office: 508 S. Rock St. Georgetown, TX 78626
Georgetown, 1x 78626

COUNTERPART SIGNATURE PAGE REGARDING COUNTY-VEHICLE USE DURING OFF-DUTY SERVICES OF COUNTY DEPTUIES

$\frac{\text{TO BE EXECUTED BY COUNTY COMMISSIONERS COURT FOR}}{\text{CONFIRMATION OF BUDGETARY AUTHORIZATION}} \\ \frac{\text{RELATED TO USE OF}}{\text{VEHICLES FOR OFF-DUTY WORK}^2}$

WILLIAMSON COUNTY COMMISSIONERS COURT:

By:	
Presidi	on County Judge or Officer, Williamson County Commissioners Court
	Street, Suite 105 wn, Texas 78626
Date:	, 20

² Including, but not limited to fuel, insurance, and maintenance of county-owned assets.

Commissioners Court - Regular Session

Meeting Date: 05/17/2022

Blue Bell Ice Cream Donation to the County Sheriff

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

Department: Sheriff **Agenda Category:** Consent

Information

12.

Agenda Item

Discuss, consider and take appropriate action on accepting a donation of (160) Blue Bell Ice Cream gift cards (Free pint of ice cream) in support of the Williamson County Sheriff's Office Community Affairs Unit Cool Sightation youth engagement program (pursuant to Tex. Loc. Gov't Code 81.032).

Background

This Cool Sightation is part of the youth engagement program to reward safe and/or positive behavior in Williamson County that will start on June 1st and end on July 31, 2022. The Blue Bell gift card is good for one pint of Blue Bell Ice Cream (gift cards expire on July 31, 2023). These will be given to the deputies to hand out to the children to reward them for good behavior.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Cool Sightation

Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Becky Pruitt 05/11/2022 02:03 PM

Form Started By: Starla Hall Started On: 05/11/2022 01:31 PM

Final Approval Date: 05/11/2022

WILLIAMSON COUNTY SHERIFF'S OFFICE



Name:		
	(First Name Last Initial)	

(First Name, Last Initial)



Caught wearing a safety helmet while riding a bicycle or ATV.



Caught looking both ways before crossing the street.



Showing kindness to others



Being respectful to others



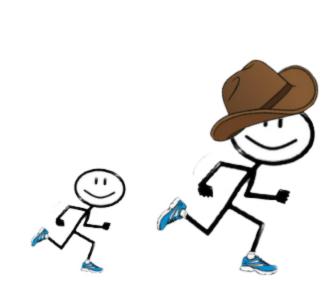
Other: _____

You've been Sighted By: _______

The Sheriff's Office would like to reward you for demonstrating safe and/or positive behavior in your community with a coupon for a FREE:

PINT OF ICE CREAM

For child recognition on social media, please email a photo of your child displaying the Cool Sightation to SO-Community@wilco.org





The only thing being chased this summer, is the ice cream truck!



Partnering with



Commissioners Court - Regular Session

Meeting Date: 05/17/2022

Approval of Agreement with Presidio Networked Solutions Group LLC for Redsky E911 Alerting Information for IT

13.

Department

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

Department: Purchasing **Agenda Category:** Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving the Agreement between Presidio Networked Solutions Group LLC and Williamson County to configure a new Redsky E911 Alerting Information System for a total amount of \$17,545.62, pursuant to the TIPS contract number 210503, and authorizing the execution of this agreement.

Background

The approval of this agreement will benefit the 911 system in Williamson County. When 911 is called, Redsky E911 provides the approximate location from the call as well as alerting local security personnel. This system augments the current Cisco Emergency Response (CER) system. The attached Scope of Work (SOW) explains the detailed information regarding the work to be performed and the equipment to be used. IT, Legal, Budget and Audit have reviewed this agreement. The line item being charged is 01.0100.0503.003011. The department point of contact is Rory Tierney.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Redacted Presidio Redsky Agreement

Form Review

Inbox Reviewed By Date

Purchasing (Originator) Joy Simonton 05/12/2022 10:20 AM County Judge Exec Asst. Becky Pruitt 05/12/2022 11:18 AM

Form Started By: Mary Watson Started On: 05/10/2022 01:50 PM

Final Approval Date: 05/12/2022

PRESIDIO®

RedSky STATEMENT OF WORK

WILLIAMSON COUNTY

10-May-2022

PROPOSAL TEAM

Name	Company/Function	Phone	Email
Daniel Guzman	Presidio Account Manager	512.795.7146	dguzman@presidio.com
Mike Weigel	Presidio Solution Architect	512.795.7113	mweigel@presidio.com

REVISION HISTORY

Revision	Revision Date	Name	Notes
V0.1	29-Mar-2022	Mike Weigel	First Internal Release
V0.2	29-Mar-2022	Mike Weigel	First Client Release
V1.0	07-Apr-2022	Ted Kilgore	RAP Review & Approval
V1.1	10-May-2022	Mike Weigel	Changed to TIPP Pricing, added description to milestones.
V2.0	10-May-2022	Ted Kilgore	RAP Review & Approval

Other product and company names mentioned herein may be the trademarks of their respective owners.

The scope and pricing are valid for 60 days unless otherwise noted.

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1. EXECUTIVE OVERVIEW

1.1. Introduction

Presidio Networked Solutions Group LLC ("Presidio") is pleased to propose the following solution to Williamson County ("Client"). This Statement of Work ("SOW") defines the scope of work to be accomplished by Presidio. The tasks to be performed by Presidio are defined and the responsibilities of Presidio and Client are contained herein as well.

1.2. Solution and Approach Overview

Williamson County would like to engage with Presidio to configure a new Redsky instance to augment the reporting from their current CER.

1.3. Locations

Work will be done at the following locations. All work will be performed remotely unless otherwise specified.

Site Name	Address	City State ZIP	On-Site / Remote Services
Primary	301 SE Inner Loop	Georgetown TX 78626	Remote

2. SCOPE OF WORK

2.1. Project Scope

PLEASE READ CAREFULLY. IT IS THE CUSTOMER'S RESPONSIBILITY TO UNDERSTAND ITS OBLIGATIONS TO ENABLE E911 SERVICE.

- 1. E911 SERVICE. UNDER RULES ADOPTED BY THE FEDERAL COMMUNICATIONS COMMISSION AS WELL AS PURSUANT TO VARIOUS STATE LAWS, CERTAIN MULTI-LINE TELEPHONE SYSTEMS ("SYSTEM") MUST ENABLE E911 SERVICE BY PERMITTING CALLERS TO DIAL 911 AND BY PROVIDING CERTAIN INFORMATION ABOUT THE CALLER'S LOCATION TO EMERGENCY RESPONDERS (COLLECTIVELY, "THE E911 RULES"). CUSTOMER ACKNOWLEDGES AND AGREES THAT THE SALE, INSTALLATION, AND/OR OPERATION OF THE SYSTEM BY PRESIDIO ARE FUNCTIONS PERFORMED BY PRESIDIO UNDER THE CONTROL AND DIRECTION OF THE CUSTOMER. CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT IT CONTROLS AND OVERSEES IMPLEMENTATION OF THE SYSTEM AFTER INSTALLATION AND THAT IT IS RESPONSIBLE FOR COMPLIANCE WITH THE E911 RULES.
- 2. E911 CHARACTERISTICS. CUSTOMER ACKNOWLEDGES THAT THE SYSTEM HAS CERTAIN CHARACTERISTICS THAT DISTINGUISH IT FROM TRADITIONAL, LEGACY, CIRCUIT-SWITCHED SERVICES. THESE CHARACTERISTICS MAY MAKE THE SYSTEM UNSUITABLE FOR SOME CUSTOMERS. CUSTOMER SHOULD CAREFULLY EVALUATE CUSTOMER'S OWN CIRCUMSTANCES WHEN DECIDING WHETHER TO RELY SOLELY UPON THE SYSTEM TO ENABLE E911 SERVICE. CUSTOMER ACKNOWLEDGES THAT IT IS CUSTOMER'S RESPONSIBILITY TO DETERMINE THE TECHNOLOGY OR COMBINATION OF TECHNOLOGIES BEST SUITED TO MEET CUSTOMER'S EMERGENCY CALLING NEEDS, AND TO MAKE THE NECESSARY PROVISIONS FOR ACCESS TO E911 SERVICE (SUCH AS MAINTAINING A CONVENTIONAL LANDLINE PHONE OR WIRELESS PHONE AS A BACKUP MEANS OF COMPLETING EMERGENCY CALLS).
- 3. E911 LIMITATION OF LIABILITY. CUSTOMER ACKNOWLEDGES AND AGREES THAT PRESIDIO WILL HAVE NO LIABILITY WHATSOEVER IN THE EVENT THAT: (A) CUSTOMER OR ANY OTHER CALLER USING THE SYSTEM IS UNABLE TO PLACE, OR COMPLETE, A CALL TO 911 OR ACCESS E911 SERVICE; (B) EMERGENCY RESPONDERS DO NOT RESPOND, OR DO NOT RESPOND TO THE LOCATION AT WHICH THE SYSTEM, CUSTOMER, OR CALLER IS PHYSICALLY PRESENT OR REQUIRE EMERGENCY SERVICES; OR (C) CUSTOMER FAILS TO COMPLY WITH THE E911 RULES. UNDER NO CIRCUMSTANCES WHATSOEVER WILL PRESIDIO HAVE ANY LIABILITY ASSOCIATED WITH E911 SERVICE, INCLUDING, AND WITHOUT LIMITATION, IN THE EVENT OF: (A) LOSS OF ELECTRICAL POWER; (B) LOSS OF INTERNET CONNECTIVITY; (C) DEFECTIVE OR

MISCONFIGURED CUSTOMER PREMISES EQUIPMENT; (D) NETWORK CONGESTION; (E) DELAYS ASSOCIATED WITH THE DELIVERY OF CALLER LOCATION INFORMATION; (F) RESTRICTIONS CREATED BY NON-VOICE EQUIPMENT; (G) RELOCATED EQUIPMENT, INCLUDING OUTSIDE OF THE UNITED STATES; (H) THE SIMULTANEOUS USE OF ONE LINE WITH MULTIPLE PIECES OF EQUIPMENT; (I) FAILURE OF EMERGENCY RESPONSE CENTERS TO ANSWER A 911 CALL; (J) FAILURES OF ANY THIRD PARTIES THAT ARE RESPONSIBLE FOR ROUTING 911 CALLS; (K) THE USE OF NON-NATIVE TELEPHONE NUMBERS; OR (L) ANY FORCE MAJEURE EVENT. CUSTOMER ACKNOWLEDGES AND AGREES THAT THE LIMITATION OF PRESIDIO'S LIABILITY IS A MATERIAL TERM TO THIS AGREEMENT, AND THAT IT WOULD NOT OTHERWISE ENTER INTO THIS AGREEMENT WITHOUT THIS LIMITATION, AND THAT CUSTOMER AGREES THAT THESE LIMITATIONS ARE REASONABLE.

- 4. E911 INDEMNITY. CUSTOMER AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS PRESIDIO, ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES AND AGENTS FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, FINES, PENALTIES, COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES) BY, OR ON BEHALF OF, CUSTOMER OR ANY THIRD PARTY OR ANY CALLER USING THE SYSTEM RELATING TO E911 SERVICE, INCLUDING, AND WITHOUT LIMITATION, THE INABILITY OF A CALLER TO PLACE OR COMPLETE A 911 CALL OR THE FAILURE OF CUSTOMER TO DELIVER CUSTOMER LOCATION INFORMATION AS REQUIRED BY THE E911 RULES.
- 5. RedSky Configuration
 - Discovery Session
 - Current CER and CUCM configuration
 - RedSky Reporting
 - Configure Integration to CUCM
 - o Configure 150 Redsky Sites
 - o Configure 25 Remote Redsky Users
 - o Test 15 Sites
 - o Design Document
 - Mobile Notification testing
 - Reporting and Administering over the shoulder with on prem Engineer

2.2. Project Management

Presidio will provide a Project Manager (PM), who will be single point of contact for all project support issues within the scope of this project. The PM is experienced in project management best practice methodologies and familiar with the technology involved. This Project Manager is responsible for timely completion of the scope, schedule, and budget utilizing Presidio's Project Management Method. Included for our standard Project Management offering for this engagement are the following:

- · Remote kickoff meeting
- Planning and design session facilitation
- Deliverable/milestone tracking (High-Level Plan)
- Resource scheduling and oversight
- Escalation facilitation
- Working calls as required
- · Regularly scheduled status meetings
- Agenda, meeting minutes and risk/issue/action item tracking
- Scope/budget Management
- Project closeout

2.3. Resources

Presidio approaches project execution from a skills-based perspective. Our Execution Team is made up of individuals who have specific skill sets that will be utilized at different times during a given project. This allows us to provide a very specialized workforce to Client and utilize the appropriate resource for the task required.

2.3.1. Presidio Engineering Resources

- **Practice Manager(s)** the technical manager and regional team lead of the field consulting team. The Practice Manager provides resource and technical oversight assistance to the Project Manager and ensures availability of technical resources and escalation paths for field consultants.
- Architect / Senior Engineer(s) the technical escalation points for Engineer(s) and Project Oversight
 teams. An Architect or Senior Engineer is a subject matter expert within a certain technology or field.
 This senior level resource will be the principal technical resource for the engagement and will have
 ownership of the final deliverables.
- Engineer(s) one or more individuals assigned to complete technical project tasks. Assignment of these resources depends upon the skill set of the task(s) and the timeline(s) within which the task(s) must be completed. These individuals report directly to the Project Manager for task assignment updates and to the Practice Manager or Architect/Senior Engineer for technical escalation needs.

The following Presidio resources will be engaged on this project:

Senior Collaboration Engineer

Contact information for the project team personnel will be distributed by the Project Manager.

2.3.2. Client Resources

Throughout the project, Client resources may be required for completion of specific tasks, providing key information or data, oversight, review, and approvals. The responsibilities of Client are outlined in this document.

The following Client resources will be engaged on this project:

Collaboration Engineer - Senior

Contact information for the project team personnel will be distributed by the Project Manager.

2.4. Project Change Request Process

Any items that are determined to be outside of this Scope of Work and deliverables defined must be submitted with a Project Change Request Form. No work outside of this Scope of Work will be undertaken without written approval and processing of a Project Change Request.

In the event that both Presidio and Client agree to a change in this Statement of Work, a written description of the agreed upon change will be prepared using a Project Change Request (PCR) form, which both parties must sign. The PCR form will be used to describe the change, the rationale for the change, and to specify any change in the scope, schedule, or budget. The terms of a mutually agreed upon Change Authorization will prevail over those of this Statement of Work or any previous Change Authorization.

Modifications in project scope including but not limited to the following will require a change order:

- Customer requested changes in outcome, approach, features, or capabilities.
- Additional required tasks discovered through the planning and design review, but not mentioned in this SOW or changes to the design after the Sign-off of the design phase and/or during the implementation phase.
- Upgrade, modification, or repair of equipment or applications to effectively deploy this scope.
- Changes required to existing infrastructure components, not called out in this Statement of Work including patching and/or reconfiguration.
- Remedial work for the resolution of issues which existed prior to the installation (bad cables, lost passwords, third-party solutions, and so forth).
- Defective equipment provided by Client and integrated into the solution requiring additional diagnostic troubleshooting and/or remediation.
- Troubleshooting issues due Client changes to configurations made "after" releasing the system or "after" a specific milestone completion in a multi-site phased deployment
- Delays due to issues relating to site preparation that result in delays to the project.
- Delays in responding to scheduling requests, acceptance requests, and requests for information.
- Insufficient notice of a schedule change. If 24-hour notice is not provided charges may be applied.

PRESIDIO°

3. ASSUMPTIONS

Presidio makes the following assumptions in developing this Statement of Work. These assumptions serve as the foundation to which the project estimate, approach and timeline were developed. By signing this SOW, Client agrees that these assumptions are correct and valid. Any changes to the following assumptions must be processed using the Presidio Change Management Process and may impact the project duration and labor requirements.

3.1. General Assumptions

The following project assumptions are made and will be verified as part of the engagement:

- 1. Client has read and agrees with all items contained or omitted within this Statement of Work.
- 2. This SoW supersedes any previous scope discussion or agreement including "Vision Deck" PowerPoint proposals, emails, or verbal communications.
- 3. All Presidio activities will take place during normal working hours (Monday through Friday, 8:00 a.m. to 5:00 p.m., excluding holidays) unless noted as "Off Hours" in this SOW.
- 4. Any items or tasks not explicitly listed as in-scope within this SOW are considered to be outside of the scope and not associated with this SOW and price.
- 5. If integration of the product is performed at a Presidio facility, then transfer of ownership (acceptance) occurs upon the receipt and integration of goods at Presidio, regardless of shipment, as manufacturers will not accept returns of opened products.
- 6. Presidio will not be held responsible for troubleshooting networks, applications and/or hardware if Client has no formal change management documented processes and policies
- 7. Presidio may engage subcontractors and third parties in performing a portion of this work.
- 8. Presidio will not make changes to the configuration of any network equipment after it has been installed and tested.
- 9. Some activities included in this project may be performed on Presidio's premises.
- 10. Not all features or functions of the installed system are included in the scope of this engagement
- 11. Presidio reserves the right to modify the approach outlined within this SoW if it does not alter the timeline or overall outcome of the engagement.
- 12. Presidio will configure the systems outlined within this Statement of Work, with a unique set of authentication credentials, unless otherwise provided by Client. Upon the completion of the engagement, Presidio will provide Client with all usernames, passwords, and additional authentication information that were implemented during the engagement. Presidio strongly recommends that these credentials be changed upon the completion of the engagement.

3.2. Client Responsibilities

The following items are listed as responsibilities of Client for this engagement. Client is responsible for performing the items and activities listed in this section or arranging for them to be performed by a third-party if appropriate.

- Provide a single Client point of contact with the authority and the responsibility of issue resolution and the identification, coordination, and scheduling of Client personnel to participate in the implementation of the SOW. Without a single Client point of contact, a Project Change Request may be required for the additional effort by Presidio.
- 2. Participate in any required design sessions or workshops.
- 3. Provide or procure all appropriate hardware, software, licensing and media required for implementation of the SOW.
- 4. Supply current equipment configuration for review if applicable.
- 5. Schedule appropriate maintenance windows for system upgrades or installs and notify user community.
- 6. Be responsible for having in place, active manufacturer support contracts on all devices that are the subject of this SOW.

- 7. Dispose all retired equipment as part of this project.
- 8. Provide all required physical access to Client's facility (identification badge, escort, parking decal, etc.), as required by Client's policies; and provide all required functional access (passwords, IP address information, etc.), as required for Presidio to complete the tasks.
- 9. Provide to Presidio all required IP addresses, passwords, system names, and aliases.
- Validate the site readiness prior to the dispatch of Presidio personnel to perform the services being contracted.
- 11. Provide adequate facilities for the installation of the hardware. This includes all necessary peripheral hardware (KVM ports or monitors, keyboards, mice, network access, etc.) as well as electrical and spatial needs and required antivirus software.
- Provide high-speed access to the Internet for verification of device support requirements and for software downloads.
- 13. Verify operation of the installed/upgraded equipment per the predefined Verification Plan.
- 14. Provide Presidio administrator access on appropriate devices for the completion of the engagement.
- 15. Complete all Client installations where required in accordance with Client PC requirements for the new application versions.
- 16. Provide remote access for troubleshooting and configurations related to the project preferably VPN access, as necessary.
- 17. Provide requested documentation or information needed for the project within two (2) business days, unless otherwise agreed to by all parties.
- 18. Transport of equipment from receiving area(s) to the data center(s) and/or equipment rooms where it will be installed.
- 19. Ensure all Cat. 5 (or higher) and fiber cable infrastructure is in place and tested (for all sites).
- 20. Provide patch cables and complete necessary fiber or CAT5 cable terminations to patch panels for new switching and routing infrastructure.

4. PRICING

Presidio is providing a Fixed Fee Price as part of this Statement of Work. Presidio will invoice Client based on the project milestone(s) listed below:

Milestone Name	Amount	
Project Kickoff Complete - Senior Consultant		\$ 1,754.56
Discovery Session Complete - Senior Consultant		\$ 3,509.12
CUCM Configuration Complete - Senior Consultant		\$ 4,386.41
Testing - Senior Consultant		\$ 2,631.84
Design Document - Senior Consultant		\$ 2,631.84
Project Closure - Senior Consultant		\$ 2,631.84
	Total	\$ 17,545.62

Presidio will bill Client upon completion of each Milestone. Invoices may contain multiple Milestones.

If Client requires a change in the scope of work, the parties will negotiate in good faith to generate a written change order documenting the additional labor and requirements that will be mutually agreed upon by the parties prior to onset of the additional work. Payment terms are subject to credit department approval and will be negotiated and documented on a valid purchase order or other financial document. Presidio payment terms are Net-30. If Client fails to provide a notice of acceptance or a statement of issues to be resolved within ten (10) business days of project conclusion, the project will be deemed accepted and Client will be invoiced.

4.1. Expenses

There are no anticipated travel or incidental expenses to be incurred by Presidio in association with the execution of this Statement of Work and therefore no expenses will be billed to Client.

4.2. Travel Time

Travel to and from the work site(s) by Presidio resources in association with the execution of this Statement of Work will not be charged to Client.

5. TERMS AND CONDITIONS

- 1. This SOW is governed by the TIPS Networking Equipment, Software and Services Agreement Number 210503 ("TIPS Agreement") and Terms and Conditions below. In the event of a conflict between the TIPS Agreement and the Terms and Conditions, the Terms and Conditions shall prevail. No Waiver of Sovereign Immunity or Powers: Nothing in this agreement will be deemed to constitute a waiver of sovereign immunity or powers of client, the Williamson County Commissioners Court, or the Williamson County Judge.
- 2. Texas Law Applicable to Indemnification: All indemnifications or limitations of liability or statutes of limitations shall be to the extent authorized under Texas law and shall follow Texas law without modifying the client's rights as a political subdivision of the State of Texas.
- 3. Texas Prompt Payment Act Compliance: Payment for 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 performance of the Service under the agreement is completed; or (2) the date the Williamson County Auditor receives an invoice for the Services. Interest charges for any overdue payments shall be paid by Client in accordance with Texas Government

PRESIDIO°

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 Client'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.

- **4. Mediation**: The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this Agreement. Venue and Governing Law: Venue of this Agreement shall be Williamson County, Texas, and the law of the State of Texas shall govern.
- 5. Right to Audit: Presidio agrees that Client 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 Presidio which are directly pertinent to the Services to be performed under this agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Presidio agrees that Client shall have access during normal working hours to all necessary Presidio facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. Client shall give Presidio reasonable advance notice of intended audits.
- 6. Texas Public Information Act: All material submitted to the client shall presumptively become public property and subject to the Texas Public Information Act upon receipt. If Presidio does not desire proprietary information to be disclosed, each page must be clearly identified and marked proprietary at time of submittal or, more preferably, all proprietary information may be placed in a folder or appendix and be clearly identified and marked as being proprietary. Williamson County will, to the extent allowed by law, endeavor to protect from public disclosure the information that has been identified and marked as proprietary. The final decision as to what information must be disclosed, however, generally lies with the Texas Attorney General as set forth in Ch. 552 of the Texas Government Code.

PRESIDIO°

6. APPROVAL SIGNOFF

The use of signatures on this Statement of Work is to ensure agreement on project objectives and the work to be performed by Presidio.

Presidio signature signifies our commitment to proceed with the project as described in this document. Please review this document thoroughly, as it will be the basis for all work performed by Presidio on this project.

This Statement of Work is valid for a period of sixty (60) days from the date that this Statement of Work is provided by Presidio to Client unless otherwise agreed to by both parties.

Williamson County	
Signature	Date
Printed Name	
Presidio Edward Kilgore (M. 1.2022 12:09 CDT)	5/10/2022
Signature	Date
Edward Kilgore - Director, Professional Services	

Printed Name & Title

Commissioners Court - Regular Session

Meeting Date: 05/17/2022

Approval of Purchase of Electronic Docket Display System from Infax, Inc. for New Courtroom for IT Department

14.

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

Department: Purchasing **Agenda Category:** Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the quote from Infax, Inc. for an Electronic Docket Display System for the new courtroom, including one (1) year of maintenance for \$7,325.00, exempting this purchase from the competitive bidding requirement under Texas Local Government Code 262.024(a)(7)(D) (captive replacement parts or components for equipment) and authorizing the execution of this quote and the attached Addendum. The funding source is P515.

Background

Williamson County has previously purchased an overall electronic docket display system from Infax, Inc. to support courtroom operations. This purchase is for additional equipment for the system required in the new courtroom including a (1) year maintenance plan. Department seeks a one (1) year maintenance plan at this time. Entended maintenance may be requested in the future. Legal and Contract Audit have reviewed this agreement. For FY22. The Department point of contact is Deanna Saucedo.

		-	
From/To	Acct No.	Description	Amount

Attachments

contract & quote

Form Review

Inbox Reviewed By Date

Purchasing (Originator)

Joy Simonton

05/12/2022 11:37 AM

County Judge Exec Asst.

Becky Pruitt

05/12/2022 11:46 AM

Form Started By: Andrew Portillo Started On: 05/10/2022 02:01 PM

Final Approval Date: 05/12/2022

§

COUNTY ADDENDUM FOR ELECTRONIC DOCKET DISPLAY SYSTEM

(Additional Equipment for New Courtroom & Related Items)
(Infax, Inc.)

Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that such procurement is subject to the extent authorized by Texas law, including but not limited to Tex. Const. art. XI, § 7, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, and 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 **Infax**, **Inc.** (hereinafter "Infax, Inc."). Customer agrees to engage Infax, Inc. as an independent contractor, to assist in providing certain operational goods and services pursuant to the following terms, conditions, and restrictions:

I.

<u>Incorporated Documents</u>: 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. Infax, Inc. Quote # _____ Williamson County Court- New Courtroom (dated March 13, 2022); and
- B. This Williamson County Addendum.

Due to the expenditure of public funds and based on public policy, any conflicting terms will be resolved in favor of Williamson County in the discretion of the Williamson County Commissioners Court.

II.

No Agency Relationship: It is understood and agreed that Service Provider shall

not in any sense be considered a partner or joint venturer with The County, nor shall Service Provider hold himself out as an agent or official representative of The County unless expressly authorized to do so by a majority of the Williamson County Commissioners Court. Service Provider shall be considered an independent contractor for the purpose of this agreement and shall in no manner incur any expense or liability on behalf of The County other than what may be expressly allowed under this agreement. The County will not be liable for any loss, cost, expense or damage, whether indirect, incidental, punitive, exemplary, consequential of any kind whatsoever for any acts by Service Provider or failure to act relating to the services being provided.

III.

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.

IV.

<u>Compliance with All Laws</u>: Infax, Inc. agrees and will comply with any and all local, state or federal requirements with respect to the services rendered.

V.

Good Faith: Infax, Inc. agrees to act in good faith in the performance of the contract relevant to this addendum.

VI.

Payment: Infax, Inc. will be compensated based on a fixed sum for the specific project herein. The amount of compensation paid to Infax, Inc. shall be capped and not-to-exceed \$8,325.00 for the specific project. Any changes to this amount must be made by change order or addendum and approved by the Williamson County Commissioners Court.

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

one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

VI.

<u>Termination for Convenience</u>: 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: Infax, Inc. 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 Infax, Inc. which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Infax, Inc. agrees that Customer shall have access during normal working hours to all necessary Infax, Inc. 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 Infax, Inc. reasonable advance notice of intended audits. In no circumstances will Infax, Inc. be required to create or maintain documents not kept in the ordinary course of Infax, Inc.' business operations, nor will Infax, Inc. be required to disclose any information, including but not limited to product cost data, which it considers confidential or proprietary.

VIII.

<u>Mediation</u>: 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.

<u>Texas Law Applicable to Indemnification</u>: 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.

<u>County Judge or Presiding Officer Authorized to Sign Contract</u>: 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:	INFAX, INC.:		
	DI) parlile.		
Authorized Signature	Authorized Signature		
Date:	Date: May 6 , 2022		



March 13, 2022

DeAnna Saucedo
Justice Technology Manager
Williamson County Courts
151 Wilco Way
George Town, TX 78626

RE: Price Quotation for a Infax Digital Signage Software and Services System – New Courtroom

VIA EMAIL: dsaucedo@wilco.org

Dear Mrs. Saucedo

Infax, Inc. is pleased to offer this price quotation for an Infax Electronic Docket Display System for the Williamson County Courts. We appreciate your interest in the Infax Judicial Suite and look forward to working with you on this project.

If you would like to purchase this system as quoted, please provide Infax with a purchase order. Feel free contact me directly if you have any questions or concerns.

Sincerely,

Jana Lattimore

National Director of Sales and Business Development, Judicial

jlattimore@infax.com

Direct:678.533.4035

5900 Windward Parkway Suite 525

Alpharetta, Georgia 30005



- Williamson County Court- New Courtroom

Electronic Docket and Information Display System Scope of Work Infax, Inc. will provide the following equipment and services for this project:

- Provide, configure and install Infax Display license for (1) Display
- Provide, deliver and Install Infax SQL Express Server.
- Provide, deliver (1) 32-inch Commercial flat panel displays
- Provide, deliver (1) Ceiling mount brackets for the 32 -inch display
- Provide, deliver (1) Digital Display controllers for 32-inch displays
- Provide and deliver (1) 3ft. HDMI cables
- Provide and deliver (1) 3ft. Patch cables
- Provide standard ground freight and insurance for product delivery to (1) project site.
- Provide software configuration services for system implementation, page creation and digital display controller configuration
- Provide all Infax labor for On-Site installation supervision
- Provide project management services
- Basic -1 Year support agreement, paid annually. *Included in total base price.

Total Base Price: \$7,325.00

Optional (3) Year Basic Support instead of 1 year-Total Base Price:

\$8,325.00

- Sales Tax is not included in total but will be added to invoice if applicable.
- Infax provided hardware will be covered under the manufacturer's warranty.

CONFIDENTIAL AND PROPRIETARY

The contents of this material are confidential and constitute Infax's trade secrets. Unauthorized use, disclosure, or reproduction is strictly prohibited

Thank you for your business!



Terms and Conditions:

- Quotation valid for 30 days
- Quotation is subject to change based on any modifications to the scope of work
- Payment terms Net 30 days from shipment
- Hardware and software to be invoiced as shipped
- Installation will be invoiced upon completion or monthly
- Purchaser responsible for all shipping costs
- Shipping to one (1) location only
- Hardware availability from suppliers is valid for 60-90 days after receipt of order
- Total base price includes an Infax basic system support agreement, which starts 90 days after system acceptance; first 90 days are provided at no charge
- Content licenses are valid for the duration of the initial system support
- Court is responsible for providing data from the case management system
- Infax System requires each monitor location to have CAT5 or CAT6 network and power connectivity
- Infax requires VPN Access to the court's network to provide support for the Infax system
- Infax Suite system will reside on the courts existing network
- Infax provided hardware will be covered under the manufacturer's standard warranty
- All installations will be scheduled in advance and with consent of client
- Additional trip charges will apply if installation locations are not ready when installer arrives (if applicable)
- It is the client's responsibility to ensure that all client provided hardware meets all Infax hardware requirements.
- Client provided hardware will not be supported by Infax.
- Client provided monitors will require an Infax provided controller.
- Restocking fee equivalent to 25% of purchase price applies to any returned hardware

Exclusions:

- Sales Tax
- Server rack
- Server rack enclosure
- Server
- SQL
- On-site monitor installation (if applicable)
- Monitor hardware
- Monitor brackets
- Monitor enclosures
- Wireless adapters
- Wireless network
- Custom millwork or cabinetry including free standing structure and framework
- Electrical, conduit and data cabling

- Floor fastening, concrete anchors & anchoring bolts
- Payment and Performance Bond
- Removal of any items prohibiting monitor installation
- Union subcontractors
- Fees and Permits if Applicable
- Additional locations other than listed
- Additional content licenses other than listed
- Language translation of external website

Commissioners Court - Regular Session

Meeting Date: 05/17/2022

Approval of Professional Service Agreement for Land Surveying and WA No. #1 with Walker Texas Surveyor, Inc. for

15.

the Parks Department

Submitted For: Joy Simonton Submitted By: Johnny Grimaldo, Purchasing

Department: Purchasing **Agenda Category:** Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the Professional Service Agreement (PSA) in the not-to-exceed amount of \$4,500.00 and Work Authorization No. 1 (WA No. #1) for Land Surveying for the Williamson County Expo Center Fence Project between Walker Land Surveyors, Inc. and Williamson County and execution of the agreement.

Background

This project is for the Williamson County Expo Center. The scope of work is listed in the attached proposal which includes surveying and staking for fence construction. Funding Source: 01.0100.3106.4100. The department point of contact is Jason Brown.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Professional Service Agreement and WA#1

Walker Proposal

WTS Wilco Rate Sheet 2020

Form Review

Inbox Reviewed By Date

Purchasing (Originator) Joy Simonton 05/12/2022 11:28 AM County Judge Exec Asst. Becky Pruitt 05/12/2022 11:29 AM

Form Started By: Johnny Grimaldo Started On: 05/11/2022 02:19 PM

Final Approval Date: 05/12/2022

WILLIAMSON COUNTY CONTRACT FOR SURVEYING SERVICES

FIRM:

Walker Texas Surveyor, Inc. ("Surveyor")

ADDRESS:

P.O. Box 324, Cedar Park, Texas 78630-0324

PROJECT:

Williamson County Expo Center Fence Project ("Project")

THE STATE OF TEXAS

8

COUNTY OF WILLIAMSON

8

THIS CONTRACT FOR SURVEYING SERVICES ("Contract") is made and entered into, effective as the date of the last party's execution hereinbelow, by and between Williamson County, Texas, a political subdivision of the State of Texas, whose offices are located at 710 Main Street, Suite 101, Georgetown, Texas, 78626 (hereinafter referred to as "County"), and Surveyor, and such Contract is for the purpose of contracting for professional surveying services.

RECITALS:

WHEREAS, V.T.C.A., Government Code §2254.002(2)(A)(iv) under Subchapter A entitled "Professional Services Procurement Act" provides for the procurement by counties of services of professional surveyors; and

WHEREAS, County and Surveyor desire to contract for such professional surveying services; and

WHEREAS, County and Surveyor wish to document their agreement concerning the requirements and respective obligations of the parties;

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable considerations, and the covenants and agreements hereinafter contained to be kept and performed by the respective parties hereto, it is agreed as follows:

ARTICLE 1 CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS

- A. Contract Documents. The Contract Documents consist of this Contract, any exhibits attached hereto (which exhibits are hereby incorporated into and made a part of this Contract), any fully executed Work Authorizations; any fully executed Supplemental Work Authorizations and all fully executed Contract Amendments (as defined herein in Article 14) which are subsequently issued. These form the entire contract, and all are as fully a part of this Contract as if attached to this Contract or repeated herein.
- B. Project Documents. In addition to any other pertinent and necessary Project documents, the following documents shall be used in the development of the Project:
 - A. TxDOT 2011 Texas Manual of Uniform Traffic Control Devices for Streets and Highways, including latest revisions
 - B. Texas Department of Transportation's Standard Specifications for Construction of Highways, Streets, and Bridges, 2014 (English units)
 - C. National Environmental Policy Act (NEPA)
 - D. Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Article 9102, Texas Civil Statutes, Effective March 15, 2012, including latest revisions
 - E. Americans with Disabilities Act (ADA) Regulations
 - F. U.S. Army Corps Regulations
 - G. International Building Code, current edition as updated
 - H. Williamson County Design Criteria & Project Development Manual, latest edition
 - I. Williamson County Multi-Corridor Transportation Plan Project Level Environmental Review and Compliance Protocol, latest edition
 - J. Williamson County Protocol for Sustainable Roadsides, latest edition

ARTICLE 2 NON-COLLUSION; DEBARMENT; AND FINANCIAL INTEREST PROHIBITED

- A. Non-collusion. Surveyor warrants that he/she/it has not employed or retained any company or persons, other than a bona fide employee working solely for Surveyor, to solicit or secure this Contract, and that he/she/it has not paid or agreed to pay any company or surveyor any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, County reserves and shall have the right to annul this Contract without liability or, in its discretion and at its sole election, to deduct from the contract price or compensation, or to otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.
- B. Debarment Certification. Surveyor must sign the Debarment Certification enclosed herewith as **Exhibit A**.
 - C. Financial Interest Prohibited. Surveyor covenants and represents that Surveyor,

his/her/its officers, employees, agents, consultants and subcontractors will have no financial interest, direct or indirect, in the purchase or sale of any product, materials or equipment that will be recommended or required for the construction of the Project.

ARTICLE 3 SURVEYING SERVICES

Surveyor shall perform Surveying Services as identified in **Exhibit B** entitled "Surveying Services."

County will prepare and issue Work Authorizations, in substantially the same form identified and attached hereto as **Exhibit C** and entitled "Work Authorization No. _____", to authorize the Surveyor to perform one or more tasks of the Surveying Services. Each Work Authorization will include a description of the work to be performed, a description of the tasks and milestones, a work schedule for the tasks, definite review times by County and Surveyor of all Surveying Services and a fee amount agreed upon by the County and Surveyor. The amount payable for a Work Authorization shall be supported by the estimated cost of each work task as described in the Work Authorization. The Work Authorization will not waive the Surveyor's responsibilities and obligations established in this Contract. The executed Work Authorizations shall become part of this Contract.

All work must be completed on or before the date specified in the Work Authorization. The Surveyor shall promptly notify the County of any event which will affect completion of the Work Authorization, although such notification shall not relieve the Surveyor from costs or liabilities resulting from delays in completion of the Work Authorization. Should the review times or Surveying Services take longer than shown on the Work Authorization, through no fault of Surveyor, Surveyor may submit a timely written request for additional time, which shall be subject to the approval of the County. Any changes in a Work Authorization shall be enacted by a written Supplemental Work Authorization before additional costs may be incurred. Any Supplemental Work Authorization must be executed by both parties within the period specified in the Work Authorization.

ARTICLE 4 CONTRACT TERM

A. Term. The Surveyor is expected to complete the Surveying Services described herein in accordance with the above described Work Authorizations or any Supplemental Work Authorization related thereto. If Surveyor does not perform the Surveying Services in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall have the right to terminate this Contract as set forth below in Article 20. So long as the County elects not to terminate this Contract, it shall continue from day to day until such time as the Surveying Services are completed in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto. Any Surveying Services performed or costs incurred after the date of termination shall not be eligible for reimbursement. Surveyor shall notify County in writing as soon as possible if he/she/it determines, or reasonably anticipates, that

the Surveying Services will not be completed in accordance with an applicable Work Authorization or any Supplemental Work Authorization related thereto.

- B. Work Authorizations. Surveyor acknowledges that each Work Authorization is of critical importance, and agrees to undertake all reasonably necessary efforts to expedite the performance of Surveying Services required herein so that construction of the Project will be commenced and completed as scheduled. In this regard, and subject to adjustments in a particular Work Authorization, as provided in Article 3 herein, Surveyor shall proceed with sufficient qualified personnel and consultants necessary to fully and timely accomplish all Surveying Services required under this Contract in a professional manner.
- C. Commencement of Surveying Services. After execution of this Contract, Surveyor shall not proceed with Surveying Services until Surveyor has been thoroughly briefed on the scope of the Project and has been notified in writing by the County to proceed, as provided in Article 8.

ARTICLE 5 COMPENSATION AND EXPENSES

County shall pay and Surveyor agrees to accept up to the amount shown below as full compensation for the Surveying Services performed and to be performed under this Contract. The basis of compensation for the services of principals and employees engaged in the performance of the Surveying Services shall be based on the Rate Schedule set forth in the attached **Exhibit D**.

The maximum amount payable under this Contract, without modification, is <u>Four Thousand Five Hundred Dollars</u> (\$4,500.00) (the "Compensation Cap"), provided that any amounts paid or payable shall be solely pursuant to a validly issued Work Authorization or any Supplemental Work Authorization related thereto. In no event may the aggregate amount of compensation authorized under Work Authorizations and Supplemental Work Authorizations exceed the Compensation Cap. The Compensation Cap shall be revised equitably only by written Contract Amendments executed by both parties in the event of a change the overall scope of the Surveying Services set forth in **Exhibit B**, as authorized by County.

The Compensation Cap is based upon all labor and non-labor costs estimated to be required in the performance of the Surveying Services provided for under this Contract. Should the actual costs of all labor and non-labor costs rendered under this Contract be less than the above stated Compensation Cap, then Surveyor shall receive compensation for only actual fees and costs of the Surveying Services actually rendered and incurred, which may be less than the above stated Compensation Cap.

The Compensation Cap herein referenced may be adjusted for Additional Surveying Services requested and performed only if approved by a written Contract Amendment signed by both parties.

Surveyor shall prepare and submit to County monthly progress reports in sufficient detail to support the progress of the Surveying Services and to support invoices requesting monthly

payment. The format for such monthly progress reports and invoices must be in a format acceptable to County. Satisfactory progress of Surveying Services shall be an absolute condition of payment.

Surveyor shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Contract in accordance with the Williamson County Vendor Reimbursement Policy set forth under **Exhibit E**. Invoices requesting reimbursement for costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice and comply with the Williamson County Vendor Reimbursement Policy. The copies of the provider's invoice must evidence the actual costs billed to Surveyor without markup.

ARTICLE 6 METHOD OF PAYMENT

Payments to Surveyor shall be made upon completion of the Surveying Services. Surveyor shall prepare and submit one (1) original of a certified invoice to the Director of Parks and Recreation in a form acceptable to the County Auditor. All invoices submitted to County must, at a minimum, be accompanied by an original complete packet of supporting documentation and time sheets detailing hours worked by staff persons with a description of the work performed by such persons. For Additional Surveying Services performed pursuant to this Contract, a separate invoice or itemization of the Additional Surveying Services must be presented with the same aforementioned requirements.

Payments shall be made by County based upon Surveying Services actually provided and performed. Upon timely receipt and approval of each statement, County shall make a good faith effort to pay the amount which is due and payable within thirty (30) days of the County Auditor's receipt. County reserves the right to reasonably withhold payment pending verification of satisfactory Surveying Services performed. Surveyor has the responsibility to submit proof to County, adequate and sufficient in its determination, that tasks of an applicable Work Authorization or any Supplemental Work Authorization related thereto were completed.

The certified statements shall show the total amount earned to the date of submission and shall show the amount due and payable as of the date of the current statement. Final payment does not relieve Surveyor of the responsibility of correcting any errors and/or omissions resulting from his/her/its negligence.

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

ARTICLE 7 PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Surveyor will be made within thirty (30) days of the day on which the performance of services

was complete, or within thirty (30) days of the day on which the County Auditor receives a correct invoice for services, whichever is later.

Surveyor may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply in the event:

- A. There is a bona fide dispute between County and Surveyor concerning the supplies, materials, or equipment delivered or the services performed that causes the payment to be late; or
- **B.** The terms of a federal contract, grant, regulation, or statute prevent County from making a timely payment with federal funds; or
- C. There is a bona fide dispute between Surveyor and a subcontractor/subconsultant or between a subcontractor/subconsultant and its supplier concerning supplies, materials, or equipment delivered or the Surveying Services performed which causes the payment to be late; or
- D. The invoice is not mailed to the Director of Road & Bridge in strict accordance with instructions, if any, on the purchase order, or this Contract or other such contractual agreement.

The County Auditor shall document to Surveyor the issues related to disputed invoices within ten (10) calendar days of receipt of such invoice. Any non-disputed invoices shall be considered correct and payable per the terms of Chapter 2251, V.T.C.A., Texas Government Code.

ARTICLE 8 COMMENCEMENT OF SURVEYING SERVICES

The Surveyor shall not proceed with any task of the Surveying Services until Surveyor has been thoroughly briefed on the scope of the Project and instructed, in writing by the County, to proceed with the applicable Surveying Services. The County shall not be responsible for work performed or costs incurred by Surveyor related to any task for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties. Surveyor shall not be required to perform any work for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties.

ARTICLE 9 PROJECT TEAM

County's Designated Representative for purposes of this Contract is as follows:

Williamson County Parks Department Attn: Russell Fishbeck, Sr. Director 219 Perry Mayfield Leander, TX 78641

County shall have the right, from time to time, to change the County's Designated

Representative by giving Surveyor 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 Surveyor 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 the 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 the County's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the County's Designated Representative shall be binding on County; provided, however, the County's Designated Representative shall not have any right to modify, amend or terminate this Contract, an Executed Work Authorization, an executed Supplemental Work Authorization or executed Contract Amendment. County's Designated Representative shall not have any authority to execute a Contract Amendment, Work Authorization or any Supplemental Work Authorization unless otherwise granted such authority by the Williamson County Commissioners Court.

Surveyor's Designated Representative for purposes of this Contract is as follows:

Walker Texas Surveyor, Inc. Attn: Charles G. Walker P.O. Box 324 Cedar Park, Texas 78630-0324

Surveyor shall have the right, from time to time, to change the Surveyor'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 Surveyor under this Contract, the Surveyor'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 the Surveyor's Designated Representative on behalf of Surveyor 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 the Surveyor's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the Surveyor's Designated Representative shall be binding on Surveyor. Surveyor's Designated Representative shall have the right to modify, amend and execute Work Authorizations, Supplemental Work Authorizations and Contract Amendments on behalf of Surveyor.

ARTICLE 10

INTENTIONALLY DELETED

ARTICLE 11 SUSPENSION

Should County desire to suspend the Surveying Services, but not to terminate this Contract, then such suspension may be effected by County giving Surveyor thirty (30) calendar days' verbal notification followed by written confirmation to that effect. Such thirty-day notice may be waived in writing by agreement and signature of both parties. The Surveying Services may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from County to resume the Surveying Services. Such sixty-day (60) notice may be waived in writing by agreement and signature of both parties. If this Contract is suspended for more than thirty (30) days, Surveyor shall have the option of terminating this Contract and, in the event, Surveyor shall be compensated for all Surveying Services performed and reimbursable expenses incurred, provided such Surveying Services and reimbursable expenses have been previously authorized and approved by County, to the effective date of suspension.

If County suspends the Surveying Services, the contract period as determined in Article 4, and the Work Authorization or any Supplemental Work Authorization related thereto, shall be extended for a time period equal to the suspension period.

County assumes no liability for Surveying Services performed or costs incurred prior to the date authorized by County for Surveyor to begin Surveying Services, and/or during periods when Surveying Services is suspended, and/or subsequent to the completion date.

ARTICLE 12 ADDITIONAL SURVEYING SERVICES

If Surveyor forms a reasonable opinion that any work he/she/it has been directed to perform is beyond the overall scope of this Contract, as set forth in Exhibit B, and as such constitutes extra work ("Additional Surveying Services"), he/she/it shall promptly notify County in writing. In the event County finds that such work does constitute Additional Surveying Services, County shall so advise Surveyor and a written Contract Amendment will be executed between the parties as provided in Article 14. Any increase to the Compensation Cap due to Additional Surveying Services must be set forth in such Contract Amendment. Surveyor shall not perform any proposed Additional Surveying Services nor incur any additional costs prior to the execution, by both parties, of a written Contract Amendment. Following the execution of a Contract Amendment that provides for Additional Surveying Services, a written Work Authorization, which sets forth the Additional Surveying Services to be performed, must be executed by the parties. County shall not be responsible for actions by Surveyor nor for any costs incurred by Surveyor relating to Additional Surveying Services not directly associated with the performance of the Surveying Services authorized in this Contract, by a fully executed Work Authorization or a fully executed Contract Amendment thereto.

ARTICLE 13 CHANGES IN COMPLETED SURVEYING SERVICES

If County deems it necessary to request changes to previously satisfactorily completed

Surveying Services or parts thereof which involve changes to the original Surveying Services or character of Surveying Services under this Contract, then Surveyor shall make such revisions as requested and as directed by County. Such revisions shall be considered as Additional Surveying Services and paid for as specified under Article 12.

Surveyor shall make revisions to Surveying Services authorized hereunder as are necessary to correct errors appearing therein, when required to do so by County. No additional compensation shall be due for such Surveying Services.

ARTICLE 14 CONTRACT AMENDMENTS

The terms set out in this Contract may be modified by a written fully executed Contract Amendment. Changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization. To the extent that such changes or modifications to a Work Authorization do not also require modifications to the terms of this Contract (i.e. changes to the overall scope of Surveying Services set forth in **Exhibit B**, modification of the Compensation Cap, etc.) a Contract Amendment will not be required.

ARTICLE 15 USE OF DOCUMENTS

All documents, including but not limited to data or programs stored electronically, (hereinafter referred to as "Surveying Work Products") prepared by Surveyor and its subcontractors/subconsultants are related exclusively to the services described in this Contract and are intended to be used with respect to this Project. However, it is expressly understood and agreed by and between the parties hereto that all of Surveying Work Products under this Contract Surveying Work Products shall be the property of County to be thereafter used in any lawful manner as County elects. Any such subsequent use made of documents by County shall be at County's sole risk and without liability to Surveyor.

By execution of this Contract and in confirmation of the fee for services to be paid under this Contract, Surveyor hereby conveys, transfers and assigns to County all rights under the Federal Copyright Act of 1976 (or any successor copyright statute), as amended, all common law copyrights and all other intellectual property rights acknowledged by law in the Surveying Work Products developed under this Contract. Copies may be retained by Surveyor. Surveyor shall be liable to County for any loss or damage to any such documents while they are in the possession of or while being worked upon by Surveyor or anyone connected with Surveyor, including agents, employees, Surveyors or subcontractors/subconsultants. All documents so lost or damaged shall be replaced or restored by Surveyor without cost to County.

Upon execution of this Contract, Surveyor grants to County permission to reproduce Surveyor's work and documents for purposes of constructing, using and maintaining the Project, provided that County shall comply with its obligations, including prompt payment of all sums when due, under this Contract. Surveyor shall obtain similar permission from Surveyor's subcontractors/subconsultants consistent with this Contract. If and upon the date Surveyor is

adjudged in default of this Contract, County is permitted to authorize other similarly credentialed surveying professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the work and documents for the purposes of completing, using and maintaining the Project.

County shall not assign, delegate, sublicense, pledge or otherwise transfer any permission granted herein to another party without the prior written consent of Surveyor. However, County shall be permitted to authorize the contractor, subcontractors and material or equipment suppliers to reproduce applicable portions of the Surveying Work Products appropriate to and for use in the execution of the Work. Submission or distribution of Surveying Work Products to meet official regulatory requirements or for similar purposes in connection with the Project is permitted. Any unauthorized use of the Surveying Work Products shall be at County's sole risk and without liability to Surveyor and its Surveyors.

Prior to Surveyor providing to County any Surveying Work Products in electronic form or County providing to Surveyor any electronic data for incorporation into the Surveying Work Products, County and Surveyor shall by separate written contract set forth the specific conditions governing the format of such Surveying Work Products or electronic data, including any special limitations not otherwise provided in this Contract. Any electronic files are provided by Surveyor for the convenience of County, and use of them is at County's sole risk. In the case of any defects in electronic files or any discrepancies between them and any hardcopy of the same documents prepared by Surveyor, the hardcopy shall prevail. Only printed copies of documents conveyed by Surveyor shall be relied upon.

Surveyor shall have no liability for changes made to the Surveying Work Products by other surveyors subsequent to the completion of the Project. Any such change shall be sealed by the surveyor making that change and shall be appropriately marked to reflect what was changed or modified.

ARTICLE 16 PERSONNEL, EQUIPMENT AND MATERIAL

Surveyor shall furnish and maintain, at its own expense, quarters for the performance of all Surveying Services, and adequate and sufficient personnel and equipment to perform the Surveying Services as required. All employees of Surveyor shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Surveyor who, in the reasonable opinion of County, is incompetent or whose conduct becomes detrimental to the Surveying Services shall immediately be removed from association with the Project when so instructed by County. Surveyor certifies that it presently has adequate qualified personnel in its employment for performance of the Surveying Services required under this Contract, or will obtain such personnel from sources other than County. Surveyor may not change the Project Manager without prior written consent of County.

ARTICLE 17 SUBCONTRACTING

Surveyor shall not assign, subcontract or transfer any portion of the Surveying Services under this Contract without prior written approval from County. All subcontracts shall include the provisions required in this Contract. No subcontract shall relieve Surveyor of any responsibilities under this Contract.

ARTICLE 18 REVIEW OF SURVEYING SERVICES

Surveyor's Surveying Services will be reviewed by County under its applicable technical requirements and procedures.

A. Completion. All surveying documents shall be submitted by Surveyor on or before the dates specified in the applicable Work Authorization or Supplemental Work Authorization related thereto. Upon receipt of same, the submission shall be checked for completion. "Completion" or "Complete" shall be defined as all of the required items, as set out in the applicable Work Authorization, have been included in compliance with the requirements of this Contract. The completeness of any Surveying Services submitted to County shall be determined by County within thirty (30) days of such submittal and County shall notify Surveyor in writing within such thirty (30) day period if such Surveying Services have been found to be incomplete. If the submission is Complete, County shall notify Surveyor and County's technical review process will begin.

If the submission is not Complete, County shall notify Surveyor, who shall perform such professional services as are required to complete the Surveying Services and resubmit it to County. This process shall be repeated until a submission is Complete.

- **B.** Acceptance. County shall review the completed Surveying Services for compliance with this Contract. If necessary, the completed Surveying Services shall be returned to Surveyor, who shall perform any required Surveying Services and resubmit it to County. This process shall be repeated until the Surveying Services are Accepted. "Acceptance" or "Accepted" shall mean that in the County's reasonable opinion, substantial compliance with the requirements of this Contract has been achieved.
- C. Final Approval. After Acceptance, Surveyor shall perform any required modifications, changes, alterations, corrections, redesigns, and additional work necessary to receive Final Approval by the County. "Final Approval" in this sense shall mean formal recognition that the Surveying Services have been fully carried out.
- **D.** Errors and Omissions. After Final Approval, Surveyor shall, without additional compensation, perform any work required as a result of Surveyor's development of the work which is found to be in error or omission due to Surveyor's negligence. However, any work required or occasioned for the convenience of County after Final Approval shall be paid for as Additional Surveying Services.

- E. Disputes Over Classifications. In the event of any dispute over the classification of Surveyor's Surveying Services as Complete, Accepted, or having attained Final Approved under this Contract, the decision of the County shall be final and binding on Surveyor, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.
- F. County's Reliance on Surveyor. Surveyor's duties as set forth herein shall at no time be in any way diminished by reason of any review, evaluation or approval by the County or its authorized representative nor shall the Surveyor be released from any liability by reason of such review, evaluation or approval by the County, it being understood that the County at all times is ultimately relying upon the Surveyor's skill, ability and knowledge in performing the Surveying Services required hereunder.

ARTICLE 19 VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT

Violation of contract terms or breach of contract by Surveyor shall be grounds for termination of this Contract, and any increased costs arising from Surveyor's default, breach of contract, or violation of contract terms shall be paid by Surveyor.

ARTICLE 20 TERMINATION

This Contract may be terminated as set forth below.

- A. By mutual agreement and consent, in writing, of both parties.
- B. By County, by notice in writing to Surveyor, as a consequence of failure by Surveyor to perform the Surveying Services set forth herein in a satisfactory manner.
- C. By either party, upon the failure of the other party to fulfill its obligations as set forth herein.
- **D.** By County, for reasons of its own and not subject to the mutual consent of Surveyor, upon not less than thirty (30) days' written notice to Surveyor.
- E. By satisfactory completion of all Surveying Services and obligations described herein.

Should County terminate this Contract as herein provided, no fees other than fees due and payable at the time of termination plus reimbursable expenses incurred shall thereafter be paid to Surveyor. In determining the value of the Surveying Services performed by Surveyor prior to termination, County shall be the sole judge. Compensation for Surveying Services at termination will be based on a percentage of the Surveying Services completed at that time. Should County terminate this Contract under Subsection (D) immediately above, then the amount charged during the thirty-day notice period shall not exceed the amount charged during the preceding thirty (30) days.

If Surveyor defaults in the performance of this Contract or if County terminates this Contract for fault on the part of Surveyor, then County shall give consideration to the actual costs incurred by Surveyor in performing the Surveying Services to the date of default, the amount of Surveying Services required which was satisfactorily completed to date of default, the value of the Surveying Services which are usable to County, the cost to County of employing another firm to complete the Surveying Services required and the time required to do so, and other factors which affect the value to County of the Surveying Services performed at the time of default.

The termination of this Contract and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of County under this Contract. If the termination of this Contract is due to the failure of Surveyor to fulfill his/her/its contractual obligations, then County may take over the Project and prosecute the Surveying Services to completion. In such case, Surveyor shall be liable to County for any additional and reasonable costs incurred by County.

Surveyor shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by Surveyor in support of the Surveying Services under this Contract.

ARTICLE 21 COMPLIANCE WITH LAWS

A. Compliance. Surveyor shall comply with all applicable federal, state and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Contract, including without limitation, minimum/maximum salary and wage statutes and regulations, and licensing laws and regulations. Surveyor shall furnish County with satisfactory proof of his/her/its compliance.

Surveyor shall further obtain all permits and licenses required in the performance of the Surveying Services contracted for herein.

B. Taxes. Surveyor will pay all taxes, if any, required by law arising by virtue of the Surveying Services performed hereunder. County is qualified for exemption pursuant to the provisions of Section 151.309 of the Texas Limited Sales, Excise, and Use Tax Act.

ARTICLE 22 INDEMNIFICATION

SURVEYOR AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM A NEGLIGENT ACT OR OMISSION, NEGLIGENCE, OR INTENTIONAL TORT COMMITTED BY SURVEYOR, SURVEYOR'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH

SURVEYOR INCLUDING, WITHOUT LIMITATION, SURVEYOR'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH SURVEYOR EXERCISES CONTROL.

SURVEYOR FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM SURVEYOR'S FAILURE TO PAY SURVEYOR'S EMPLOYEES, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS CONTRACT BY SURVEYOR.

SURVEYOR FURTHER AGREES TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM THE INFRINGEMENT OF ANY INTELLECTUAL PROPERTY ARISING OUT OF THE USE OF ANY PLANS, DESIGN, DRAWINGS, OR SPECIFICATIONS FURNISHED BY SURVEYOR IN THE PERFORMANCE OF THIS CONTRACT.

THE LIMITS OF INSURANCE REQUIRED IN THIS CONTRACT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT SURVEYOR'S OBLIGATIONS UNDER THIS SECTION. THE TERMS AND CONDITIONS CONTAINED IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THE CONTRACT AND/OR CONTRACT DOCUMENTS OR THE SUSPENSION OF THE WORK HEREUNDER. TO THE EXTENT THAT ANY LIABILITIES, PENALTIES, DEMANDS, CLAIMS, LAWSUITS, LOSSES, DAMAGES, COSTS AND EXPENSES ARE CAUSED IN PART BY THE ACTS OF THE COUNTY OR THIRD PARTIES FOR WHOM SURVEYOR IS NOT LEGALLY LIABLE, SURVEYOR'S OBLIGATIONS SHALL BE IN PROPORTION TO SURVEYOR'S FAULT. THE OBLIGATIONS HEREIN SHALL ALSO EXTEND TO ANY ACTIONS BY THE COUNTY TO ENFORCE THIS INDEMNITY OBLIGATION.

IN THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST THE COUNTY IN WHICH THE CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY NEGLIGENT ACTS, ERRORS OR OMISSIONS OF SURVEYOR, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH SURVEYOR EXERCISES CONTROL, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS, THEN THE COUNTY SHALL HAVE THE RIGHT TO JOIN SURVEYOR IN ANY SUCH PROCEEDINGS AT THE COUNTY'S COST. SURVEYOR SHALL ALSO HOLD THE COUNTY HARMLESS AND INDEMNIFY THE COUNTY TO THE EXTENT THAT SURVEYOR, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH SURVEYOR EXERCISES CONTROL, CAUSED SUCH DAMAGES TO CONTRACTOR, INCLUDING ANY AND ALL COSTS AND ATTORNEYS' FEES INCURRED BY THE COUNTY IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS WHERE SURVEYOR, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH SURVEYOR EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

ARTICLE 23 SURVEYOR'S RESPONSIBILITIES

Surveyor shall be responsible for the accuracy of his/her/its Surveying Services and shall

promptly make necessary revisions or corrections to its work product resulting from errors, omissions, or negligent acts, and same shall be done without compensation. County shall determine Surveyor's responsibilities for all questions arising from surveying errors and/or omissions, subject to the dispute resolution provisions of Article 33. Surveyor shall not be relieved of responsibility for subsequent correction of any such errors or omissions in its work product, or for clarification of any ambiguities until after the construction phase of the Project has been completed.

ARTICLE 24 SURVEYOR'S SEAL

The responsible surveyor shall sign, seal and date all appropriate surveying submissions to County in accordance with the Texas Professional Land Surveying Practices Act and the rules of the Texas Board of Professional Land Surveying.

ARTICLE 25 INSURANCE

Surveyor must comply with the following insurance requirements at all times during this Contract:

- **A.** Coverage Limits. Surveyor, at Surveyor's sole cost, shall purchase and maintain during the entire term while this Contract is in effect the following insurance:
 - 1. Worker's Compensation in accordance with statutory requirements.
 - 2. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate.
 - 3. Business Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage limits of \$500,000.00 per occurrence and \$1,000,000.00 in the aggregate.
 - **4.** Professional Liability Errors and Omissions Insurance in the amount of \$2,000,000.00 per claim.
 - 5.
- B. Additional Insureds; Waiver of Subrogation. County, its directors, officers and employees shall be added as additional insureds under policies listed under (2) and (3) above, and on those policies where County, its directors, officers and employees are additional insureds, such insurance shall be primary and any insurance maintained by County shall be excess and not contribute with it. Such policies shall also include waivers of subrogation in favor of County.
- C. Premiums and Deductible. Surveyor shall be responsible for payment of premiums for all of the insurance coverages required under this section. Surveyor further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Surveyor is responsible hereunder, Surveyor shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over \$200,000 in the Surveyor's insurance must be declared and approved in writing by County in advance.

- D. Commencement of Work. Surveyor shall not commence any field work under this Contract until he/she/it has obtained all required insurance and such insurance has been approved by County. As further set out below, Surveyor shall not allow any subcontractor/subconsultant(s) to commence work to be performed in connection with this Contract until all required insurance has been obtained and approved and such approval shall not be unreasonably withheld. Approval of the insurance by County shall not relieve or decrease the liability of Surveyor hereunder.
- E. Insurance Company Rating. The required insurance must be written by a company approved to do business in the State or Texas with a financial standing of at least an Arating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued.
- F. Certification of Coverage. Surveyor shall furnish County with a certification of coverage issued by the insurer. Surveyor shall not cause any insurance to be canceled nor permit any insurance to lapse. In addition to any other notification requires set forth hereunder, Surveyor shall also notify County, within twenty-four (24) hours of receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.
- G. No Arbitration. It is the intention of the County and agreed to and hereby acknowledged by the Surveyor, that no provision of this Contract shall be construed to require the County to submit to mandatory arbitration in the settlement of any claim, cause of action or dispute, except as specifically required in direct connection with an insurance claim or threat of claim under an insurance policy required hereunder or as may be required by law or a court of law with jurisdiction over the provisions of this Contract.
- H. Subcontractor/Subconsultant's Insurance. Without limiting any of the other obligations or liabilities of Surveyor, Surveyor shall require each subcontractor/subconsultant performing work under this Contract (to the extent a subcontractor/subconsultant is allowed by County) to maintain during the term of this Contract, at the subcontractor/subconsultant's own expense, the same stipulated minimum insurance required in this Article above, including the required provisions and additional policy conditions as shown below in this Article.

Surveyor shall obtain and monitor the certificates of insurance from each subcontractor/subconsultant in order to assure compliance with the insurance requirements. Surveyor must retain the certificates of insurance for the duration of this Contract, and shall have the responsibility of enforcing these insurance requirements among its subcontractor/subconsultants. County shall be entitled, upon request and without expense, to receive copies of these certificates of insurance.

- I. Insurance Policy Endorsements. Each insurance policy shall include the following conditions by endorsement to the policy:
 - 1. County shall be notified thirty (30) days prior to the expiration, cancellation, non-renewal or any material change in coverage, and such notice thereof shall be given

to County by certified mail to:

Williamson County Auditor c/o: Pam Navarrette 710 Main Street, Suite 301 Georgetown, Texas 78626

With copy to:

Williamson County Parks Department

Attn: Russell Fishbeck, Sr. Director

219 Perry Mayfield Leander, TX 78641

2. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County, to any such future coverage, or to County's Self-Insured Retentions of whatever nature.

J. Cost of Insurance. The cost of all insurance required herein to be secured and maintained by Surveyor shall be borne solely by Surveyor, with certificates of insurance evidencing such minimum coverage in force to be filed with County. Such Certificates of Insurance are evidenced as Exhibit F herein entitled "Certificates of Insurance."

ARTICLE 26 COPYRIGHTS

County shall have the royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, any reports developed by Surveyor for governmental purposes.

ARTICLE 27 SUCCESSORS AND ASSIGNS

This Contract shall be binding upon and inure to the benefit of the parties hereto, their successors, lawful assigns, and legal representatives. Surveyor may not assign, sublet or transfer any interest in this Contract, in whole or in part, by operation of law or otherwise, without obtaining the prior written consent of County.

ARTICLE 28 SEVERABILITY

In the event 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, then such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

ARTICLE 29 PRIOR AGREEMENTS SUPERSEDED

This Contract constitutes the sole agreement of the parties hereto, and supersedes any prior understandings or written or oral contracts between the parties respecting the subject matter defined herein. This Contract may only be amended or supplemented by mutual agreement of the parties hereto in writing.

ARTICLE 30 SURVEYOR'S ACCOUNTING RECORDS

Surveyor agrees to maintain, for a period of three (3) years after final payment under this Contract, detailed records identifying each individual performing the Surveying Services, the date or dates the services were performed, the applicable hourly rates, the total amount billed for each individual and the total amount billed for all persons, records of reimbursable costs and expenses of other providers and provide such other details as may be requested by the County Auditor for verification purposes. Surveyor agrees that County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of Surveyor which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Surveyor further agrees that County shall have access during normal working hours to all necessary Surveyor facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. County shall give Surveyor reasonable advance notice of intended audits.

ARTICLE 31 NOTICES

All notices to either party by the other required under this Contract shall be personally delivered or mailed to such party at the following respective addresses:

County:

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

With copy to:

Williamson County Parks Department

Attn: Russell Fishbeck, Sr. Director

219 Perry Mayfield Leander, TX 78641

and to:

Office of General Counsel

Williamson County

710 Main Street, Suite 102

Georgetown, Texas 78626

Surveyor:

Walker Texas Surveyor, Inc. Attn: Charles G. Walker P.O. Box 324

Cedar Park, Texas 78630-0324

ARTICLE 32 GENERAL PROVISIONS

- A. Time is of the Essence. Subject to Article 3 hereof, Surveyor understands and agrees that time is of the essence and that any failure of Surveyor to complete the Surveying Services for each phase of this Contract within the agreed work schedule set out in the applicable Work Authorization may constitute a material breach of this Contract. Surveyor shall be fully responsible for his/her/its delays or for failures to use his/her/its reasonable efforts in accordance with the terms of this Contract and the Surveyor's standard of performance as defined herein. Where damage is caused to County due to Surveyor's negligent failure to perform County may accordingly withhold, to the extent of such damage, Surveyor's payments hereunder without waiver of any of County's additional legal rights or remedies.
- B. Force Majeure. Neither County nor Surveyor shall be deemed in violation of this Contract if prevented from performing any of their obligations hereunder by reasons for which they are not responsible or circumstances beyond their control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.
- C. Enforcement and Venue. This Contract shall be enforceable in Georgetown, Williamson County, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Contract shall be governed by and construed in accordance with the laws and court decisions of the State of Texas excluding, however, its choice of law rules.
- **D.** Standard of Performance. The standard of care for all professional surveying, consulting and related services performed or furnished by Surveyor and its employees under this Contract will be the care and skill ordinarily used by members of Surveyor's profession practicing under the same or similar circumstances at the same time and in the same locality.
- E. Opinion of Probable Cost. Any opinions of probable Project cost or probable construction cost provided by Surveyor are made on the basis of information available to Surveyor and on the basis of Surveyor's experience and qualifications and represents its judgment as an experienced and qualified professional surveyor. However, since Surveyor has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s') methods of determining prices, or over competitive bidding or market conditions, Surveyor does not guarantee that proposals, bids or actual Project or construction cost will not vary from opinions of probable cost Surveyor prepares.

- **F.** Opinions and Determinations. Where the terms of this Contract provide for action to be based upon opinion, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.
- G. Reports of Accidents. Within 24 hours after Surveyor becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the Surveyor), whether or not it results from or involves any action or failure to act by the Surveyor or any employee or agent of the Surveyor and which arises in any manner from the performance of this Contract, the Surveyor shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts pertaining thereto. The Surveyor shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Surveyor, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the Surveyor's performance of work under this Contract.
- H. Gender, Number and Headings. 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, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Contract.
- I. Construction. Each party hereto acknowledges that it and its counsel have reviewed this Contract 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 Contract.
- J. Independent Contractor Relationship. Both parties hereto, in the performance of this Contract, 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.
- K. No Waiver of Immunities. Nothing in this Contract shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.
- L. Texas Public Information Act. To the extent, if any, that any provision in this Contract 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 County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to County as to whether or not the same are available to the public. It is further understood that County's officers and employees shall have the right to rely on the advice,

decisions and opinions of the Attorney General, and that County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

- M. Governing Terms and Conditions. If there is an irreconcilable conflict between the terms and conditions set forth in this Contract or any Contract Amendment and the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract, the terms and conditions set forth in this Contract or any Contract Amendment shall control over the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract.
- N. Meaning of Day. For purposes of this Contract, all references to a "day" or "days" shall mean a calendar day or calendar days.
- O. Appropriation of Funds by County. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Contract. Surveyor understands and agrees that County's payment of amounts under this Contract is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Surveyor that County shall have the right to terminate this Contract 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 Surveyor.
- P. Termination of Work Authorization. Should it be determined that the progress in the production of Engineer's services and work does not satisfy the requirements of the approved Work Authorization as provided by Exhibit "C", attached hereto, the County shall review the approved Work Authorization with the Engineer to determine the corrective action needed, including potential termination of such Work Authorization by Williamson County. Additionally, if an approved Work Authorization has not been completed by the end of the applicable County fiscal year under this contract and the Williamson County Commissioners Court does not provide for funding through its budgetary oversight for the subsequent County fiscal year, Williamson County reserves the right to terminate such Work Authorization at its discretion.

ARTICLE 33 DISPUTE RESOLUTION

Except as otherwise specifically set forth herein, County and Surveyor shall work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this Contract, whether stated in tort, contract, statute, claim for benefits, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within thirty (30) days following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation. A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Contract, shall be selected by agreement of the parties and serve as the mediator.

Any mediation under this Contract shall be conducted in Williamson County, Texas. The mediator's fees shall be borne equally between the parties. Such non-binding mediation is a condition precedent to seeking redress in a court of competent jurisdiction, but this provision shall not preclude either party from filing a lawsuit in a court of competent jurisdiction prior to completing a mediation if necessary to preserve the statute of limitations, in which case such lawsuit shall be stayed pending completion of the mediation process contemplated herein. This provision shall survive the termination of the Contract.

ARTICLE 34 EQUAL OPPORTUNITY IN EMPLOYMENT

During the performance of this Contract and to the extent the Project is a federally funded project, Surveyor, for itself, its assignees and successors in interest agrees as follows:

- A. Compliance with Regulations. The Surveyor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.
- **B.** Nondiscrimination. The Surveyor, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors/subconsultants, including procurements of materials and leases of equipment. The Surveyor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Surveyor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor/subconsultant or supplier shall be notified by the Surveyor of the Surveyor's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- **D.** Information and Reports. The Surveyor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County (referred to in this Article as the "Recipient") or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the Surveyor shall so certify to the Recipient, or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance. In the event of the Surveyor's noncompliance with the nondiscrimination provisions of this contract, the Recipient shall impose such contract

sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:

- 1. withholding of payments to the Surveyor under the contract until the Surveyor complies, and/or;
- 2. cancellation, termination or suspension of the Contract, in whole or in part.
- F. Incorporation of Provisions. The Surveyor shall include the provisions of Subsections (A) through (F) above in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Surveyor shall take such action with respect to any subcontract or procurement as the Recipient or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor/subconsultant or supplier as a result of such direction, the Surveyor may request the Recipient to enter into such litigation to protect the interests of the United States.

SIGNATORY WARRANTY

The undersigned signatory for Surveyor 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 firm. 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, as has Surveyor, signing by and through its duly authorized representative(s), thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof, to be effective as of the date of the last party's execution below. 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.

COUNTY

WILLIAMSON CO	JUNIY, IEXAS
By: Bill Gravell, Jr	., County Judge
Date:	, 20

SURVEYOR

WALKER TEXAS SURVEYOR, INC.	
By Kan Wall	
Printed Name: Faren Walker	
Title: Vrsident	
Date: $5/5/3$, 2022	
SUBSCRIBED and sworn to before me the unders	igned authority by Karen Walker
the president	_ of SURVEYOR, on behalf of said firm.
,	Notary Public in and for the
STEPHANIE ROMAN	
A Solvey Public. State of leas Q	State of Texas
My Comm. Exp. 08-24-2025 ID No. 12493180-5	My commission expires: <u>§-24-25</u>

LIST OF EXHIBITS ATTACHED

(1) Exhibit A Debarment Certification

(2) Exhibit B Surveying Services

(3) **Exhibit C** Work Authorization

(4) **Exhibit D** Rate Schedule

(5) Exhibit E Williamson County Vendor Reimbursement Policy

(6) Exhibit F Certificates of Insurance

EXHIBIT A DEBARMENT CERTIFICATION

STATE OF TEXAS	8
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COUNTY OF WILLIAMSON	{

I, the undersigned, being duly sworn or under penalty of perjury under the laws of the United States and the State of Texas, certifies that Surveyor and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency:

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public* transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity* with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions* terminated for cause or default; and

(e) Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

Walker Texas Surveying, Inc.
Name of Firm
Kan Walker
Signature of Certifying Official
Karen Walker
Printed Name of Certifying Official
President
Title of Certifying Official
5/5/ ,2022
Date

(2) Where the PROVIDER is unable to certify to any of the statements in this certification, such PROVIDER shall attach an explanation to this certification.

^{*} federal, state, or local

SUBSCRIBED and	sworn to before me the	undersigned authority by _	Karen Wa	lkel	_
said firm.	president	of Welker Tyas	Surveyer, on	behalf	of
		01-0	1 1 0		



Notary Public in and for the State of Texas

My commission expires: 8.14-15

EXHIBIT B

SURVEYING SERVICES

Surveyor shall provide the following Surveying Services:

• Research and recover previous survey control along Westside ROW.

• Land Surveying calculations, Field ops and using 4-Wheeler for one-time stake of Westside

Project every 100' plus PI's as well as every 25' along curves.

• Continued same process for one-time staking of Eastside Project however, Eastside depends on records research and that existing monumentation recovered is sufficient to establish requested fence construction.

EXHIBIT C

WORK AUTHORIZATION

(To Be Completed and Executed After Contract Execution)

WORK AUTHORIZATION NO PROJECT:
This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Surveying Services, being dated, 20 and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and (the "Surveyor").
Part1. The Surveyor will provide the following Surveying Services set forth in Attachment "B" of this Work Authorization.
Part 2. The maximum amount payable for services under this Work Authorization without modification is
Part 3. Payment to the Surveyor for the services established under this Work Authorization shall be made in accordance with the Contract.
Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on
Part 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.
Part 6. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Work Authorization. Surveyor understands and agrees that County's payment of amounts under this 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 this Contract. It is further understood and agreed by Surveyor that County shall have the right to terminate this Contract 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 Surveyor.

Part 7. This Work Authorization is hereby accepted and acknowledged below.

EXECUTED this day of	, 20	
SURVEYOR:	COU	NTY:
[Insert Company Name HERE]	Willi	amson County, Texas
By:	By:	
By:Signature	• —	Signature
Printed Name	-	Printed Name
	_	mu
Title		Title
LIST OF ATTACHMENTS		
Attachment A - Services to be Provided by Co	unty	
Attachment B - Services to be Provided by Sur	rveyor	

Attachment C - Work Schedule

Attachment D - Fee Schedule

EXHIBIT D

RATE SCHEDULE

ATTACHED BEHIND THIS PAGE

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

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

The rate adjustment will be determined by multiplying the Initial Base Rates by a fraction, the numerator of which is the index number for most recently released index before each annual anniversary date of the Contract and the denominator of which is the index number for the first month of the Contract (the index number for the month in which the Contract was originally executed). If the products are greater than the Initial Base Rates, County will pay the greater amounts as the rates during the successive year until the next rate adjustment. Rates for each successive year will never be less than the Initial Base Rates.

EXHIBIT E

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 the County.

1. Invoices and Affidavits

- 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 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 the County shall control as to the required actions of vendor and when such invoice must be paid by the 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 the County or whether they are the basis of invoices from subcontractors for which the vendor seeks reimbursement from the 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 the 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 The County will only cover costs associated with travel on vendors outside a 50 mile radius from Williamson County, Texas.
- 2.2 The 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 should 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 The County will not be responsible for, nor will the County reimburse additional charges due to personal preference or personal convenience of individual traveling.
- 2.7 The 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 The 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 the County.

3. Meals

- 3.1 Meal reimbursements are limited to a maximum of \$50.00 per day on overnight travel. On day travel (travel that does not require an overnight stay), meal reimbursements are limited to a maximum of \$20.00 per day. The travel must be outside the Williamson County, Texas line by a 50 mile radius.
- 3.2 Receipts are required on meal reimbursement amounts up to the maximum per day amount stated for overnight or day travel. If receipts are not presented, the vendor can request per diem (per diem limits refer to 3.2). However, a vendor cannot combine per diem and meal receipts. Only one method shall be allowed.
- 3.3 Meals are reimbursable only for vendors who do not have the necessary personnel located within a 50 mile radius of Williamson County, Texas that are capable of carrying the vendor's obligations to County. Meals will not be reimbursed to vendors who are located within a 50 mile radius of Williamson County, Texas.
- 3.4 County will not reimburse for alcoholic beverages.
- 3.5 Tips are reimbursable but must be reasonable to limitation of meal allowance
- 3.6 No meals purchased for entertainment purposes will be allowed.
- 3.7 Meal reimbursement must be substantiated with a hotel receipt.

4. Lodging

- 4.1 Hotel accommodations require an itemized hotel folio as a receipt. The lodging receipt should 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 The County will only reimburse up to a coach price fare for air travel.
- 5.2 The 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.

- Cancellation and/or change flight fees may be reimbursed by the 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 The County will not reimburse vendor for tickets purchased with frequent flyer miles.

6. Car Rental

- 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.
- 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.
- 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.
- 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:
 - 7.2.1.1 Date
 - 7.2.1.2 Destination
 - 7.2.1.3 Purpose
 - 7.2.1.4 Name of traveler(s)
 - 7.2.1.5 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 should be calculated from employee's regular place of work or their residence, whichever is the shorter distance when traveling to a meeting or traveling to Williamson County, Texas for vendors who are located outside of Williamson County, Texas by at least a 50 mile radius.

When more than one person travels in same vehicle, only one person may claim 7.8

mileage reimbursement.

Tolls, if reasonable, are reimbursable. Receipts are required for reimbursement. 7.9 If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement (administrative fees on Tolls will not be reimbursed).

- Parking fees, if reasonable are reimbursable for meetings and hotel stays. For 7.10 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.
- Operating and maintenance expenses as well as other personal expenses, such as 7.11 parking tickets, traffic violations, and car repairs and collision damage are not reimbursable.

8. Other Expenses

Taxi fare, bus tickets, conference registrations, parking, etc. must have a proper 8.1 original receipt.

9. Repayment of Nonreimbursable Expense.

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:

- Alcoholic beverages/tobacco products 10.1
- Personal phone calls 10.2
- Laundry service 10.3
- Valet service (excludes hotel valet) 10.4
- 10.5 Movie rentals
- Damage to personal items 10.6
- Flowers/plants 10.7
- 10.8 Greeting cards
- Fines and/or penalties 10.9
- 10.10 Entertainment, personal clothing, personal sundries and services
- Transportation/mileage to places of entertainment or similar personal activities 10.11
- 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
- 10.29 Any other expenses which Williamson County deems, in its sole discretion, to be inappropriate or unnecessary expenditures.

EXHIBIT F CERTIFICATES OF INSURANCE ATTACHED BEHIND THIS PAGE

WORK AUTHORIZATION

WORK AUTHORIZATION NO. 1

PROJECT: WILLIAMSON COUNTY EXPO FENCE PROJECT

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Surveying Services entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Walker Texas Surveyor, Inc. (the "Surveyor") for Surveying Services for the Williamson County Expo Center Fence Project.

- Part1. The Surveyor will provide the following Surveying Services set forth in Attachment A of this Work Authorization.
- Part 2. The maximum amount payable for services under this Work Authorization without modification is \$4,500.00.
- Part 3. Payment to the Surveyor for the services established under this Work Authorization shall be made in accordance with the Contract.
- Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and the Surveying Services set out under Attachment A shall be completed within **ten (10) weeks** of the said effective date, unless extended by a Supplemental Work Authorization.
- Part 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.
- Part 6. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Work Authorization. Surveyor understands and agrees that County's payment of amounts under this 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 this Contract. It is further understood and agreed by Surveyor that County shall have the right to terminate this Contract 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 Surveyor.
- Part 7. This Work Authorization is hereby accepted and acknowledged below.

Attachment A

Services to be Provided by Surveyor

Surveyor shall provide the following Surveying Services:

• Research and recover previous survey control along Westside ROW.

• Land Surveying calculations, Field ops and using 4-Wheeler for one-time stake of Westside Project every 100' plus PI's as well as every 25' along curves.

• Continued same process for one-time staking of Eastside Project however, Eastside depends on records research and that existing monumentation recovered is sufficient to establish requested fence construction.

EXECUTED this day of	, 20
SURVEYOR:	COUNTY:
Walker Texas Surveyor, Inc.	Williamson County, Texas
By: Karon Walker	By:
Signature	Signature
Faren Walter	D' (121
Printed Name	Printed Name
Title	Title
Title	Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by Surveyor



P. O. Box 324 Cedar Park, Texas 78630-0324 (512) 259-3361 Phone TBPLS Firm No. 10103800

April 26, 2022

Mr. Jason Brown, General Manager Williamson County Expo Center. Taylor, Texas

Survey Task Proposed- WTS Project # Stake for fence construction per attached maps.

Surveying Services:

- Research and recover previous survey control along Westside ROW.
- Land Surveying calculations, Field ops and using 4 Wheeler for one-time stake of Westside Project every 100' plus PI's as well as every 25' along curves.
- Continued same process for one-time staking of Eastside Project however, Eastside depends on records
 research and that existing monumentation recovered is sufficient to establish requested fence construction.

Cost:

- Above surveying services will not exceed \$4,500.00 without further written permission. However, not expected.
- In the case of unexpected challenges, further research and/or field work is required, WTS will coordinate
 possible solutions with Mr. Brown for further authorization.
- All costs are based on current hourly rates per Walker Texas Surveyors Wilco Survey Contract.
- All tasks are for one time staking of needed construction points including for fence construction.

Time Frame:

- WTS will begin within 2 weeks of authorization and expected to be complete within 8 to 10 weeks
 after.(above time frames may be adjusted to best fit the needs of the project upon agreement with Walker
 Texas Surveyors, Inc.)
- WTS will update Mr. Brown via email, as project progresses.

Thanks again for choosing us to serve your land surveying needs. Please don't hesitate to contact us with any questions or comments about this proposal.

Charles G. Walker,
Registered Professional Land Surveyor

Approved By:	
Approved by	

Exhibit D - Rate Schedule

Walker Texas Surveyors, Inc.

STANDARD RATE SCHEDULE

Effective January 1, 2020, the following rates apply for work performed on an hourly-charge basis.

DIRECT LABOR

BIRLOT LABOR	
Classification	Rates
RPLS	\$150.00 per hour
Project Manager	\$175.00 per hour
Senior Survey Technician	\$120.00 per hour
CAD Draftsman	\$90.00 per hour
Administrative/Research	\$75.00 per hour
One (1) Person Field Crew	\$130.00 per hour
Two (2) Person Field Crew	\$175.00 per hour
Additional Crewmember	\$45.00 per hour
Extra Vehicle – ATV/4 Wheeler, Flat Bottom Boat	\$150.00 per day
DIRECT EXPENSES	
Transportation:	Current IRS Rate
By Firm's Passenger Vehicles (Note 1)	
By Firm's Survey Trucks (Notes 1, 2, 3, & 4)	

Notes:

- 1. A mileage charge will be billed for projects exceeding a 50-mile radius of the base office only.
- Field Party rates include conventional equipment, supplies and survey vehicles. Abnormal use of stakes, lathes, etc., used such as during the construction phase of a project will be charged as indicated.
- 3. A minimum of two hours field party time charge will be made for show-up time and return to office, resulting from inclement weather conditions, etc.
- 4. Field Crew stand-by time will be charged for at the above-shown appropriate rates.

my

Commissioners Court - Regular Session

Meeting Date: 05/17/2022

Authorize Issuing RFP #22RFP112 Tennis Pro Manager at Southwest Williamson County Regional Park for Parks

16.

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 proposals for Tennis Pro Manager at Southwest Williamson County Regional Park under RFP #22RFP112.

Background

Williamson County is seeking qualified proposals from individual or firm experienced in tennis pro services. This is a revenue contract. Revenue line: Funding source 01.0100.0000.347001. Russell Fishbeck is the point of contact.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox Reviewed By Date

Purchasing (Originator) Joy Simonton 05/12/2022 11:22 AM
County Judge Exec Asst. Becky Pruitt 05/12/2022 11:24 AM

Form Started By: Gretchen Glenn Started On: 05/11/2022 04:40 PM

Final Approval Date: 05/12/2022

17.

Meeting Date: 05/17/2022

Expo Roof Repairs (P566) - Chasco Change Order 1

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

Department: Facilities Management

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Chasco Constructors, Change Order No. 1 for the Williamson County Expo Roof Repairs (P566) This change order is for additional scope items not included in the original lump sum price. This is a No-Cost change order with funding from "Scope Remaining to Procure."

Background

This change order is for additional services added to the original scope of work. There is no additional cost nor additional days added to substantial completion. Department point of contact is Angel Gomez. On July 20, 2021, the Williamson County Commissioners Court granted Angel Gomez, Williamson County Facilities Senior Project Manager, with general authority to approve change orders up to \$50,000 in relation the Williamson County Expo Center, pursuant to Local Government Code 262.031. This report is being provided for purposes of notifying the court of such change order and to place it in the minutes of the Commissioners Court.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

CO1-Chasco

Final Approval Date: 05/12/2022

Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Becky Pruitt 05/12/2022 11:27 AM

Form Started By: Wendy Danzoy Started On: 05/12/2022 10:26 AM



Change Order

Distribut	ion to:

OWNER	X
ARCHITECT	X
CONTRACTOR	X
FIELD	
OTHER	

			9.11.2A
PROJECT:	Wilco Expo GMP 2	CHANGE ORDER NO:	1
TO OWNER:	Williamson County	DATE: CHASCO PROJECT NO:	3/29/2022 21165
	3101 SE Inner Loop Georgetown, TX 78626	CONTRACT DATE:	6/8/2021
The Contract is ch	nanged as follows:	CONTRACT FOR:	Main Arena and Collapsed Canopy
2) Increa	use Building concrete line item, add 12 LF of concrete wall use Misc. Steel line item, add 12 LF of steel railing the Remaining work to be procured line item to offset above it	1,640 5,929 tems (7,569 TOTAL: 0)
	ed by the Owner, Architect and Contractor. htractor indicates his agreement herewith, including any adjustment		
Net change by pre The Guaranteed I	uranteed Maximum Price was eviously authorized Change Orders Maximum Price prior to this Change Order was Maximum Price will be increased	2,009,747 0 2,009,747	
by this Change Or		2,009,747	
	The Date of Substantial Completion as of the date of this Completion as of the date of this Contractor	Change Order isOWNER	
Address: Parkhi	ill, Smith & Cooper Address: Chasco Constructors Center St., STE 200 ton, TX 76011 Po Box 1057 Round Rock, TX 78680	Address: Williamson Cou 3101 SE Inner L Georgetown, TX	оор
By: Charle	es Shaw By: Bill Bambrick	By: Angel Gomez	
DATE: <u>4/5/</u> 2	2022 DATE: <u>3/29/2022</u>	DATE:	

Commissioners Court - Regular Session

Meeting Date: 05/17/2022

Authorize Issuing IFB #22IFB113 Brushy Creek and Fern Bluff Intersections Milling for Road and Bridge Department

18.

Submitted For: Joy Simonton Submitted By: Johnny Grimaldo, Purchasing

Department: Purchasing **Agenda Category:** Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for Brushy Creek and Fern Bluff Intersections Milling, under IFB #22IFB113.

Background

Williamson County is seeking qualified contractors to provide materials, experienced milling, prime/tack coating, inlay, and striping crews and equipment to resurface intersections in Brushy Creek and Fern Bluff. Estimated amount: \$969,355.00. Funding source: 01.0200.0210.003599. Kon Kwon is the department point of contact.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox Reviewed By Date

Purchasing (Originator) Joy Simonton 05/12/2022 10:51 AM County Judge Exec Asst. Becky Pruitt 05/12/2022 11:18 AM

Form Started By: Johnny Grimaldo Started On: 05/11/2022 02:19 PM

Final Approval Date: 05/12/2022

Commissioners Court - Regular Session

Meeting Date: 05/17/2022
Diamond 2586 WA4 SA1 CR 201
Submitted For: Terron Evertson

Department: Infrastructure

Submitted By: Vicky Edwards, Infrastructure

19.

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Supplemental Work Authorization No 1 to Work Authorization No 4 under Williamson County Contract between Diamond Surveying and Williamson County dated May 19, 2020 for CR 201 From CR 200 to Approximately 1,100 Feet North of Umbrella Sky. This supplemental is to decrease the maximum amount payable to \$60,460.00. Funding source: P499.

Background

Fiscal Impact

From/To	Acct No	Description	Amount
11011//10	ACCUNO.	Description	Amount

Attachments

Diamond 2586 WA4 SA1 CR 201

Form Review

Inbox Reviewed By Date

 Hal Hawes
 Hal Hawes
 05/12/2022 09:00 AM

 County Judge Exec Asst.
 Becky Pruitt
 05/12/2022 09:25 AM

Form Started By: Vicky Edwards Started On: 05/10/2022 01:33 PM Final Approval Date: 05/12/2022

SUPPLEMENTAL WORK AUTHORIZATION NO. _1__ TO WORK AUTHORIZATION NO. 4

PROJECT: CR 201 From CR 200 to Approximately 1,100 Feet North of Umbrella Sky

This Supplemental Work Authorization No. _1_ to Work Authorization No. _4_ 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 **Diamond Surveying** (the "Firm").

WHEREAS, the County and the Firm executed Work Authorization No. _4__ dated effective May 25, 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 maximum amount payable for services under the Work Authorization is hereby decreased from \$110,460.00 to \$60,460.00.

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: Should be a second of the	By:
Signature V	Signature
Shane Shafer	Bill Gravell, Jr.
Printed Name	Printed Name
President	Williamson County Judge
Title	Title
May 10, 2022	
Date	Date

Commissioners Court - Regular Session

Meeting Date: 05/17/2022 Diamond 2586 WA5 SA3 CR307 **Submitted For:**

Terron Evertson

Department: Infrastructure Agenda Category: Consent

Information

Submitted By: Vicky Edwards, Infrastructure

20.

Agenda Item

Discuss, consider and take appropriate action on Supplemental Work Authorization No 3 to Work Authorization No 5 under Williamson County Contract between Diamond Surveying and Williamson County dated May 19, 2020 for CR 307 North of CR 305 Jarrell. This supplemental is to decrease the maximum amount payable to \$52,375.00. Funding source: P394.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Diamond 2586 WA5 SA3 CR307

Form Review

Inbox **Reviewed By Date**

Hal Hawes Hal Hawes 05/12/2022 09:00 AM County Judge Exec Asst. **Becky Pruitt** 05/12/2022 09:25 AM

Form Started By: Vicky Edwards Started On: 05/10/2022 01:40 PM Final Approval Date: 05/12/2022

SUPPLEMENTAL WORK AUTHORIZATION NO. _3__ TO WORK AUTHORIZATION NO. 5

WILLIAMSON COUNTY ROAD AND BRIDGE PROJECT: CR 307 North of CR 305 Jarrell

This Supplemental Work Authorization No. _3_ to Work Authorization No. _5_ 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 Diamond Surveying, Inc. (the "Firm").

WHEREAS, the County and the Firm executed Work Authorization No. _5__ dated effective **April 27, 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 maximum amount payable for services under the Work Authorization is hereby decreased from \$61,800.00 to \$52,375.00.

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: Diamond Surveying, Inc.	COUNTY: Williamson County
By: Show Show	By:
Signature	Signature
Shane Shafer	Bill Gravell, Jr.
Printed Name	Printed Name
President	Williamson County Judge
Title	Title
May 10, 2022	
Date	Date

Meeting Date: 05/17/2022

Final plat for the Lopez Tract subdivision - Pct 4

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

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

Agenda Category: Consent

Information

Agenda Item

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

Background

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

Timeline

2021-09-30 - initial submittal of the final plat

2021-10-29 - 1st review complete with comments

2022-03-24 - 2nd submittal of final plat

2022-04-08 – 2nd review complete with comments

2022-04-11 - 3rd submittal of final plat

2022-04-26 - 3rd review complete with comments

2022-04-27 - 4th submittal of final plat

2022-05-02 - 4th review complete with comments clear

2022-05-09 - receipt of final plat with signatures

2022-05-12 - final plat placed on the May 17, 2022 Commissioners Court agenda for consideration

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

final plat - Lopez Tract

Form Review

Inbox **Reviewed By Date**

County Judge Exec Asst. **Becky Pruitt** 05/12/2022 12:17 PM

Form Started By: Adam Boatright Final Approval Date: 05/12/2022

Started On: 05/12/2022 11:16 AM

MINOR PLAT OF LOPEZ TRACT

A PRIVATE SUBDIVISION

BEING 1.343 ACRES TO CREATE ONE LOT, PART OF AND OUT OF THE PARTHINIA COURSEY SURVEY, ABSTRACT NO. 131, LOCATED IN THE EXTRA TERRITORIAL JURISDICTION OF COUPLAND, TEXAS IN WILLIAMSON COUNTY, TEXAS, CONVEYED IN A WARRANTY DEED FROM DARLENE KAYE KONARIK AND DANIEL KONARIK, WIFE AND HUSBAND TO MISSAEL PADILLA LOPEZ DATED 02/28/2020, RECORDED IN DOCUMENT NO. 2020020701, OFFICIAL

PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (OPRWCT) APPROXIMATE LOCATION (NOT TO SCALE) TO THE NW CORNER J. REINHARD SURVEY, I. & M. CO. SURVEY, ABSTRACT NO. 538 0.62. ABSTRACT NO. 153 -N80°35'24"W 1286.17 CR 453 S07°05'59"W 49.98' (APPROXIMATE R.O.W. 50') APPROX. CROP MAINTENANCE LINE LOCATION OF SURVEY LINE EDGE OF ASPHALT EDGE OF ASPHAL N80°59'14"W 152,23 SEE DETAIL S82°54'01"E 126.05 BUILDING "5.156 ACRES" DEED D CH œ SETBACK GENERAL WARRANTY DEED WITH 20' PROPOSED MANVILLE VENDOR'S LIEN EASEMENT HEREBY DARLENE KAYE KONARIK AND DEDICATED BY PLAT HERE ATED DANIEL A. KONARIK 1.343 ACRES JUAN JOSE MARTINEZ, A SINGLE MAN AND (58,491 SQ. FT.) SYLVIA KARINA CASTORENA, A SINGLE WOMAN LOT 1 11-26-2019 BLOCK A DOC NO. 2019114941 OPRWC 0 "1.604 ACRES" GENERAL WARRANTY DEED WITH VENDOR'S LIEN IN FAVOR TBM SET IN OF THIRD PARTY POWER POLE CHRISTOPHER COSTILLA AND 15' WIDE ONCOR ELECTRIC ELEV= 546.61 ERIN CAMILLE KONARIK DELIVERY COMPANY EASEMENT (APPROX. LOCATION) WILLIAM EDMONDS AND DOC NO. 2012009431 SIERRAH/EDMONDS, HUSBAND AND WIFE OPRWC Or J. REINHARD SURVEY, DOC NO. 2019038142 OPRWC ABSTRACT NO. 538 N82'35'28"W "1.343 ACRES" DARLENE KAYE KONARIK "37.269 ACRES" LEGEND: GENERAL WARRANTY DEED MISSAEL PADILLA DARLENE KAYE KONARIK AND LOPEZ 1/2" IRON ROD SET DANIEL A. KONARIK 02-28-2020 IRON ROD FOUND DOC NO.

BOUNDARY SURVEY NOTES
250 COUNTY ROAD 453, TAYLOR TX 76574; 1.343 Acres

SCALE: 1"=100"

2020020701

OPRWC

THESE NOTES DESCRIBE THAT CERTAIN TRACT OF LAND SITUATED IN THE JACOB REINHARD SURVEY. ABSTRACT NO. 538, LOCATED IN WILLIAMSON COUNTY, TEXAS; SUBJECT TRACT BEING PART OF AND OUT OF A CALLED "47.00 ACRES" (RESIDUAL PORTION) CONVEYED IN A DEED OF GIFT FROM ARNOLD CHALUPA, ET UX TO DARLENE KAYE KONARIK, DATED 5-14-1985 AND RECORDED IN VOLUME 1197, PAGE 219 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY (ORWC), BEING SURVEYED ON THE GROUND UNDER THE DIRECT SUPERVISION OF BRUCE LANE BRYAN, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4249, DURING THE MONTH OF NOVEMBER, 2019; SUBJECT TRACT BEING MORE FULLY DESCRIBED AS FOLLOWS:

LLOYD E. HEBBE AND PAMELA HEBBE,

HUSBAND AND WIFE

12-9-2014 DOC NO. 2014098617 OPRWC POWER POLE

OVERHEAD ELECTRIC

BEGINNING AT A 1/2" IRON ROD FOUND (CAPPED 'BLB 4249") IN THE SOUTH LINE OF WILLIAMSON COUNTY ROAD NO. 453, BEING IN THE NORTH LINE OF SAID "47.00 ACRES" (RESIDUAL PORTION), ALSO BEING THE NORTHEAST CORNER OF A CALLED "1.604 ACRES" CONVEYED IN A GENERAL WARRANTY DEED WITH VENDOR'S LIEN IN FAVOR OF THIRD PARTY FROM CHRISTOPHER COSTILLA AND ERIN CAMILLE KONARIK TO WILLIAM EDMONDS AND SIERRAH EDMONDS, HUSBAND AND WIFE DATED 5-3-2019 AND RECORDED IN DOCUMENT NO. 2019038142 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY (OPRWC), BEING THE NORTHWEST CORNER OF HEREIN DESCRIBED TRACT, FROM WHICH A 1-1/4" IRON PIPE FOUND AT THE NORTHWEST CORNER OF SAID "47.00 ACRES" BEARS NORTH 80° 59' 14" WEST A DISTANCE OF 152.23 FEET,

THENCE SOUTH 82° 54° 01" EAST WITH THE SOUTH LINE OF SAID "WILLIAMSON COUNTY ROAD NO. 453" AND THE NORTH LINE OF SAID "47.00 ACRES" (RESIDUAL PORTION), A DISTANCE OF 126.05 FEET TO A CALCULATED CORNER, BEING THE NORTHWEST CORNER OF A CALLED "5.156 ACRES" CONVEYED IN A GENERAL WARRANTY DEED WITH VENDOR'S LIEN FROM DARLENE KAYE KONARIK AND DANIEL A. KONARIK TO JUAN JOSE MARTINEZ, A SINGLE MAN AND SYLVIA KARINA CASTORENA, A SINGLE WOMAN, DATED 11-26-2019 AND RECORDED IN DOCUMENT NO. 2019114941 OPRWC, SAME BEING THE NORTHEAST CORNER OF HEREIN DESCRIBED TRACT;

THENCE SOUTH 07° 31' 58" WEST, OVER AND ACROSS SAID "47.00 ACRES" (RESIDUAL PORTION), WITH THE WEST LINE OF SAID "5.156 ACRES" PASSING A 1/2" IRON ROD FOUND (NOT HONORED) AT 0.62 FEET, CONTINUING FOR A TOTAL DISTANCE OF 466.32 FEET TO A 1/2" IRON ROD FOUND (CAPPED 'BRYAN TECHNICAL SERVICES"), BEING IN THE LOWER NORTH LINE OF A CALLED "37.269 ACRES" CONVEYED IN A GENERAL WARRANTY DEED FROM DARLENE KAYE KONARIK AND DANIEL A. KONARIK TO LLOYD E. HEBBE AND PAMELA HEBBE, HUSBAND AND WIFE DATED 12-9-2014 AND RECORDED IN DOCUMENT NO. 2014098617 OPRWC, BEING THE SOUTHWEST CORNER OF SAID "5.156 ACRES" AND ALSO BEING THE SOUTHEAST CORNER HEREIN DESCRIBED TRACT, FROM WHICH A 1/2" IRON ROD FOUND, (CAPPED 'BTS", 6" BELOW SURFACE) IN THE WEST LINE OF A CALLED "3.00 ACRES" CONVEYED IN A GENERAL WARRANTY DEED FROM DARLENE KAYE KONARIK, AS HER SOLE AND SEPARATE PROPERTY TO ERIN C. KONARIK COSTILLA, AS HER SOLE AND SEPARATE PROPERTY, DATED 9-3-2015 AND RECORDED IN DOCUMENT NO. 2015079427 OPRWC, SAME BEING AN INTERIOR CORNER OF A SAID "37.269 ACRES", AND ALSO BEING THE LOWER SOUTHEAST CORNER OF SAID "5.156 ACRES" BEARS SOUTH 82° 35' 28" EAST A DISTANCE OF 362,00 FEET;

THENCE NORTH 82° 35' 28" WEST, OVER AND ACROSS SAID "47.00 ACRES" (RESIDUAL PORTION), WITH THE LOWER NORTH LINE OF SAID "37.269 ACRES" A DISTANCE OF 124.99 FEET, TO A 1/2" IRON ROD FOUND, (CAPPED "BTS", 6" BELOW SURFACE), BEING THE SOUTHEAST CORNER OF SAID "1.604 ACRES", SAME BEING THE SOUTHWEST CORNER OF HEREIN DESCRIBED TRACT;

THENCE NORTH 07° 24' 10" EAST, OVER AND ACROSS SAID "47.00 ACRES" (RESIDUAL PORTION), WITH THE EAST LINE OF SAID "1.604 ACRES", A DISTANCE OF 465.64 FEET TO THE PLACE OF BEGINNING, CONTAINING ACCORDING TO THE DIMENSIONS HEREIN STATED, AN AREA OF 1.343 ACRES.

GENERAL NOTES:

- 1. IMPROVEMENTS WITHIN THE COUNTY ROAD RIGHT-OF-WAY INCLUDING, BUT NOT LIMITED TO, LANDSCAPING, IRRIGATION LIGHTING, CUSTOM SIGNS, IS PROHIBITED WITHOUT FIRST OBTAINING AN EXECUTED LICENSE AGREEMENT WITH WILLIAMSON COUNTY.
- 2. WATER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY MANVILLE WATER SUPPLY CORPORATION.
- 3. SEWER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY ON-SITE SEWAGE FACILITIES
- 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 IMPROVEMENTS MAY BE REMOVED BY THE COUNTY AND THAT THE OWNER OF THE IMPROVEMENT SHALL BE RESPONSIBLE FOR THE RELOCATION AND/OR REPLACEMENT OF THE IMPROVEMENT.
- 6. ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS.
- 7. 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.
- 8. 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.
- 9. 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.
- 10. EXCEPT IN AREAS REQUIRED TO MEET LEGAL ACCESSIBILITY REQUIREMENTS, THE MINIMUM FINISHED FLOOR ELEVATION SHALL BE ONE FOOT HIGHER THAN THE HIGHEST SPOT ELEVATION THAT IS LOCATED WITHIN FIVE FEET OUTSIDE THE PERIMETER OF THE BUILDING, OR AT LEAST ONE FOOT ABOVE THE BFE. WHICHEVER IS HIGHER.
- 11. NO STRUCTURE OR LAND IN THIS PLAT SHALL HEREAFTER BE LOCATED OR ALTERED WITHOUT FIRST OBTAINING A CERTIFICATE OF COMPLIANCE FROM THE WILLIAMSON COUNTY FLOODPLAIN ADMINSTRATOR.
- 12. THIS DEVELOPMENT IS CONSIDERED EXEMPT FROM ON—SITE STORMWATER DETENTION CONTROLS BASED ON WILLIAMSON COUNTY SUBDIVISION REGULATION B11.1.2, WHICH STATES THAT A PROPOSED DEVELOPMENT MAY BE CONSIDERED EXEMPT FROM PROVIDING ON—SITE STORMWATER DETENTION IF THE PLAT HAS THREE OR LESS LOTS FOR SINGLE FAMILY RESIDENTIAL USE, WITH LESS THAN 20% IMPERVIOUS COVER PER LOT.
- 13. MAXIMUM OF 2 0 % IMPERVIOUS COVER PER LOT, OTHERWISE STORMWATER MANAGEMENT CONTROLS SHALL BE DESIGNED, CONSTRUCTED AND MAINTAINED BY OWNER. IF IMPERVIOUS COVER IS PROPOSED TO EXCEED MAXIMUM PERCENTAGE ALLOWED, CONTACT WILLIAMSON COUNTY FLOODPLAIN ADMINISTRATION TO REVIEW THE STORMWATER MANAGEMENT CONTROLS PROPOSED ON LOT.
- 14. DRIVEWAY MAINTENANCE WILL BE THE RESPONSIBILITY OF THE PROPERTY OWNER. IF OBSTRUCTIONS OCCUR WITHIN THE DRIVEWAY CULVERT, THE COUNTY RESERVES THE RIGHT TO CLEAR OBSTRUCTIONS THAT ARE CAUSING ADVERSE IMPACTS TO THE ROADWAY.
- 15. NO LOT IN THIS SUBDIVISION IS ENCROACHED BY A SPECIAL FLOOD HAZARD AREA(S) INUNDATED BY THE 100-YEAR (1% CHANCE) FLOOD AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 48491C0700F, EFFECTIVE DATE DEC 20, 2019, FOR WILLIAMSON COUNTY, TEXAS.
- 16. 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.
- 17. THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOODPLAIN DATA, IN PARTICULAR, WILL CHANGE OVER TIME AND THE CURRENT EFFECTIVE FLOODPLAIN DATA TAKES PRECEDENCE OVER FLOODPLAIN DATA REPRESENTED ON THIS PLAT.
- 18. ALL SIDEWALKS SHALL BE MAINTAINED BY EACH OF THE ADJACENT PROPERTY OWNERS.

ABBREVIATIONS

R.O.W. — RIGHT-OF-WAY

DRWC — DEED RECORDS OF WILLIAMSON COUNTY, TEXAS

ORWC — OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS

OPRWC — OFFICIAL PUBLIC RECORDS

OF WLLIAMSON COUNTY, TEXAS P.O.B. — POINT OF BEGINNING

WCINITY MAP

Lov Field

Battreground Cross

653

PROJECT
LOCATION

AND

Open 195

WE
County Road 454

Reserved

County Road 454

Reserved

County Road 454

SCALE: 1"=2000'

NOTE: BEARINGS SHOWN HEREON BASED ON TEXAS STATE PLANE COORDINATE SYSTEM (CENTRAL ZONE) NAD 83, 93 ADJUSTMENT.

NUMBER OF BLOCKS: ONE NUMBER OF LOTS: ONE LINEAR FEET OF NEW STREET: N/A

SURVEYOR: BRYAN TECHNICAL SERVICES, INC. PHONE: 512–352–9090

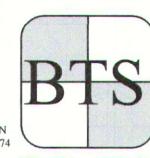
ENGINEER: LINA CHTAY
BELTON ENGINEERING, INC.
106 N. EAST STREET
BELTON, TEXAS 76513
PHONE: 254.289.7273
EMAIL: LCHTAY@BELTONENGINEERS.COM

NO.	DATE	REVISIONS	
1	3/10/22	REVISE PER WILCO COMMENTS	TLR
2	4/11/22	REVISE PER WILCO COMMENTS	TLR
3	4/27/22	REVISE PER WILCO COMMENTS	TLR

SHEET 1 OF 2

PHONE: (512) 352-9090

BRYAN TECHNICAL SERVICES, INC.



911 NORTH MAIN TAYLOR, TX 76574

FIRM No. 10128500 www.bryantechnicalservices.com

DRAWN BY: TLR

CHECKED BY: BLB

SCALE: 1" = 100'

APPROVED BY: BLB

PROJECT NO. 21-304

DATE: SEPTEMBER 30, 2021

OWNERS CERTIFICATION

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

THAT, MISSAEL PADILLA LOPEZ, OWNER OF THE CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN DOCUMENT NO. 2020020701, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS AND DO HEREBY SUBDIVIDE SAID TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE. THIS SUBDIVISION IS TO BE KNOWN AS LOPEZ SUBDIVISION, LOCATED IN WILLIAMSON COUNTY, TEXAS.

THERE ARE NO LIEN(S) THAT EXIST ON THIS PROPERTY

TO CERTIFY WHICH, WITNESS BY MY HAND THIS ______

_AUTHORIZED PERSON

THE STATE OF TEXAS COUNTY OF WILLIAMSON

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE DAY OF -----, 2021. acpa. @

NOTARY PUBLIC, STATE OF TEXAS

PRINTED NAME MY COMMISSION EXPIRES: __



TERRIK, ARCHER Notary Public, State of Texas Notary ID# 12395118-0 My Commission Expires AUGUST 9, 2025

WILLIAMSON COUNTY - ON-SITE SEWAGE FACILITIES

STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF WILLIAMSON §

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

FOR J. TERRON EVERTSON, PE, BR, CFM

SOL J. TERRON EVERTSON, PE, DR, CEM

SOLUTION ENGINEER (SIGNATURE) COUNTY ENGINEER (PRINTED)

COUNTY ENGINEER (SIGNATURE)

SURVEYOR'S CERTIFICATION

I, BRUCE LANE BRYAN, REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS A TRUE AND CORRECTLY MADE FROM AN ACTUAL SURVEY MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON, AND THAT THERE ARE NO APPARENT DISCREPANCIES, CONFLICTS, OVERLAPPING OF IMPROVEMENTS, VISIBLE UTILITY LINES OR ROADS PLACED, EXCEPT AS SHOWN ON THE ACCOMPANYING PLAT, AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY SUPERVISION IN ACCORDANCE WITH THE WILLIAMSON COUNTY SUBDIVISION REGULATIONS.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT TAYLOR, WILLIAMSON

COUNTY, TEXAS, THIS 2 DAY OF MAY

"THIS TRACT IS NOT LOCATED IN THE EDWARD AQUIFER RECHARGE ZONE"

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



ROAD NAME AND 911 ADDRESSING APPROVAL

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE DAY OF

ENGINEER'S CERTIFICATION

I, LINA CHTAY, REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS SUBDIVISION, PARCEL IS NOT ENCROACHED BY A 100 YEAR STORM EVENT, AS DENOTED HEREIN, AND AS DEFINED BY FEDERAL EMERGENCY MANAGEMENT ADMINISTRATION FLOOD HAZARD BOUNDARY MAP, COMMUNITY PANEL NUMBER 48491C0534F. EFFECTIVE DATE 12/20/2019 AND THAT THIS LOT CONFORMS TO THE WILLIAMSON COUNTY SUBDIVISION REGULATIONS. TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT, BELTON, BELL COUNTY, TEXAS.

LINA CHTAY REGISTERED PROFESSIONAL ENGINEER NO. 107211 STATE OF TEXAS TBPE FIRM NO. 13392



WILLIAMSON COUNTY JUDGE

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS;

COUNTY OF WILLIAMSON §

I, BILL GRAVELL JR., COUNTY JUDGE OF WILLIAMSON COUNTY, TEXAS, DO HEREBY CERTIFY THAT THIS MAP OR PLAT, WITH FIELD NOTES HEREON. 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.

BILL GRAVELL JR., COUNTY JUDGE WILLIAMSON COUNTY, TEXAS

DATE

COUNTY OF WILLIAMSON I, NANCY RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO

KNOW ALL MEN BY THESE PRESENTS;

STATE OF TEXAS

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 DOCUMENT NO._____

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

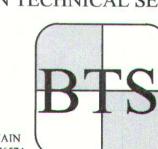
NANCY RISTER, CLERK COUNTY COURT OF WILLIAMSON COUNTY, TEXAS BY:

MINOR PLAT OF LOPEZ TRACT A PRIVATE SUBDIVISION

SHEET 2 OF 2

PHONE: (512) 352-9090

BRYAN TECHNICAL SERVICES, INC.



911 NORTH MAIN TAYLOR, TX 76574

FIRM No. 10128500

www.bryantechnicalservices.com

NO.	DATE	RI	EVISIONS	
1	3/10/22	REVISE PER WILCO	COMMENTS	TLR
2	4/11/22	REVISE PER WILCO	COMMENTS	TLR
3	4/27/22	REVISE PER WILCO	COMMENTS	TLR
DRA	AWN BY:	TLR	CHECKED BY: BLB	
SCA	ALE: =	N/A	APPROVED BY: BLB	
PRO	DJECT NO	. 21-304	DATE: JANUARY 20, 202	22

X:\SUBDIVISION REGULATIONS (ALL JURISDICTIONS)\subdivision correspondence\2021\21-304_LOPEZ PLAT\BTS CAD\21-304_MINOR PLAT_4 11 22.dwg

4/27/2022 9:04 AM

Commissioners Court - Regular Session

Meeting Date: 05/17/2022

Final plat for the Santa Rita Ranch Phase 1 Section 7 subdivision – Pct 2

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

Department: Infrastructure Division: Road & Bridge

Agenda Category: Consent

Information

22.

Agenda Item

Discuss, consider and take appropriate action on approval of the final plat for the Santa Rita Ranch Phase 1 Section 7 subdivision – Precinct 2.

Background

This is the next section of the Santa Rita Ranch Phase 1 development. It consists of 43 single family lots, 3 open space/drainage lots and 1,044 feet of new public roads. Roadway and drainage construction are not yet complete but a financial security in the amount of \$309,592.30 has been posted with the County to cover the cost of the remaining construction.

Timeline

2022-03-15 - initial submittal of the final plat

2022-03-15 - receipt of financial security for the remaining construction

2022-04-14 - 1st review complete with comments

2022-05-06 - 2nd submittal of final plat

2022-05-11 - 2nd review complete with comments clear

2022-05-12 - final plat placed on the May 17, 2022 Commissioners Court agenda for consideration

Fiscal Impact

From/To Acct No. Description	Amount

Attachments

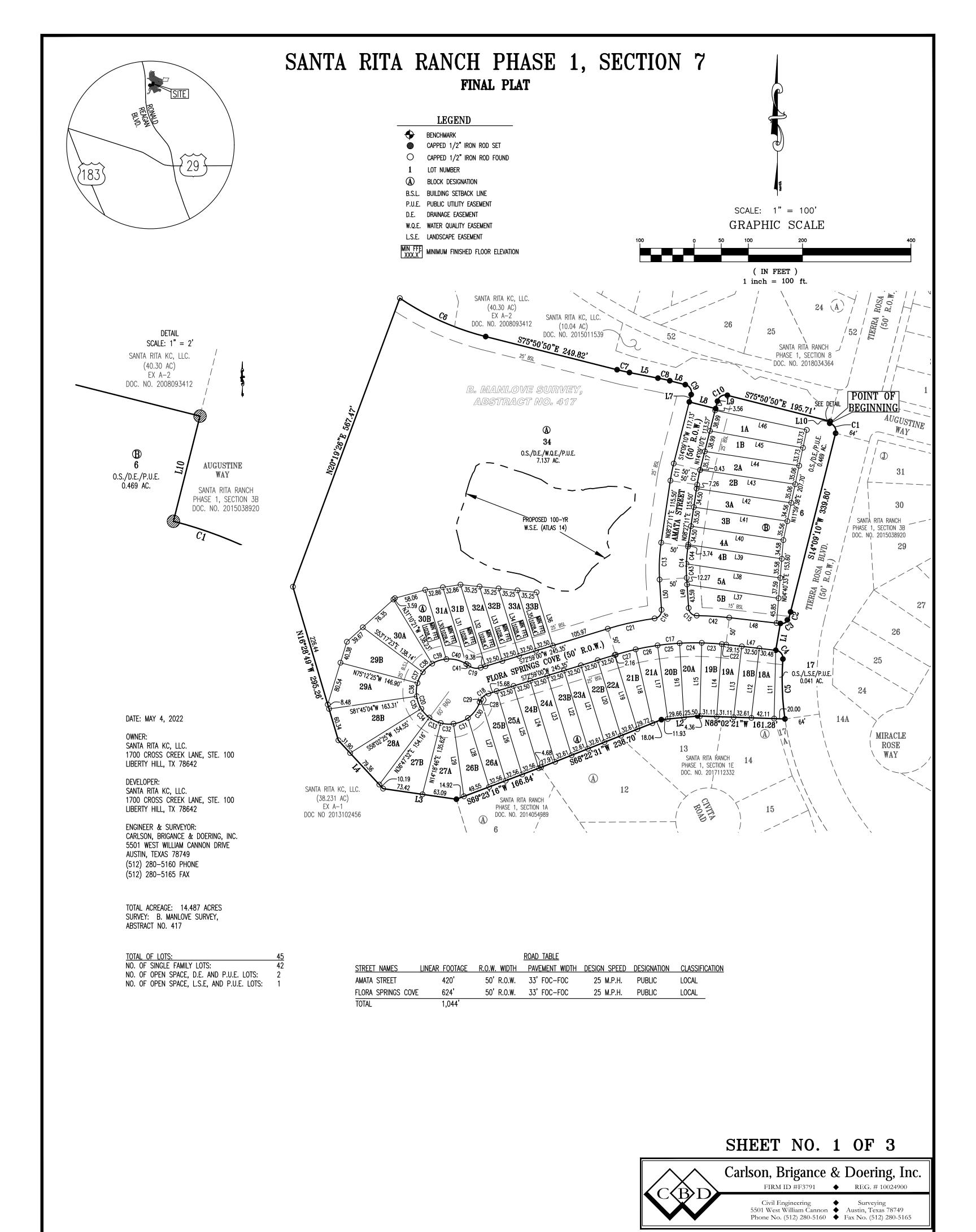
final plat - Santa Rita Ranch Ph 1 Section 7

Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Becky Pruitt 05/12/2022 12:17 PM

Form Started By: Adam Boatright Started On: 05/12/2022 11:43 AM Final Approval Date: 05/12/2022



SANTA RITA RANCH PHASE 1, SECTION 7

FINAL PLAT

GENERAL:

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

DRAINAGE AND FLOODPLAIN:

- 1. EXCEPT IN CERTAIN ISOLATED AREAS REQUIRED TO MEET ACCESSIBILITY REQUIREMENTS, THE MINIMUM LOWEST FINISHED FLOOR ELEVATION SHALL BE ONE FOOT HIGHER THAN THE HIGHEST SPOT ELEVATION THAT IS LOCATED WITHIN FIVE FEET OUTSIDE THE PERIMETER OF THE BUILDING, OR ONE FOOT ABOVE THE BFE, WHICHEVER IS HIGHER.
- 2. A DE FACTO CERTIFICATE OF COMPLIANCE IS HEREBY ISSUED FOR ALL LOTS WITHIN THIS SUBDIVISION EXCEPT LOT 30B-33B, BLOCK A. THIS CERTIFICATE IS VALID UNTIL SUCH TIME AS FEMA REVISES OR NEWLY ADOPTS FLOODPLAIN BOUNDARIES IN THIS AREA.
- 3. THE PROPOSED 100-YR WATER SURFACE ELEVATION PER ATLAS 14 SHOWN ON THE PLAT WAS DETERMINED BY A STUDY PREPARED BY CALRSON, BRIGANCE & DOERING, INC., DATED DECEMBER 9, 2021. THE MINIMUM FINISHED FLOOR ELEVATIONS SHOWN ON THE PLAT WERE DETERMINED BY ADDING ONE (1) FOOT TO THE PROPOSED 100-YR WATER SURFACE ELEVATION PER ATLAS 14.
- 4. THIS SUBDIVISION IS SUBJECT TO STORM-WATER MANAGEMENT CONTROLS AS REQUIRED BY WILLIAMSON COUNTY SUBDIVISION REGULATIONS, SECTION B11.1, ON NEW DEVELOPMENT THAT WOULD EVOKE SUCH CONTROLS BEYOND EXISTING CONDITIONS.
- 5. MAINTENANCE RESPONSIBILITY FOR DRAINAGE WILL NOT BE ACCEPTED BY THE COUNTY OTHER THAN THAT ACCEPTED IN CONNECTION WITH DRAINING OR PROTECTING THE ROAD SYSTEM. MAINTENANCE RESPONSIBILITY FOR STORM WATER MANAGEMENT CONTROLS WILL REMAIN WITH THE OWNER.

WATER AND WASTEWATER:

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

ROADWAY AND RIGHT-OF-WAY:

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

FIELD NOTES

BEING ALL OF THAT CERTAIN 14.487 ACRE TRACT OF LAND SITUATED IN THE B. MANLOVE SURVEY, ABSTRACT NUMBER 417, SITUATED IN WILLIAMSON COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED AS BEING A PORTION OF A CALLED 40.30 ACRE TRACT OF LAND (EXHIBIT A-2) CONVEYED TO SANTA RITA KC, LLC., IN DOCUMENT NUMBER 2008093412 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (0.P.R.W.C.TX.), A PORTION OF A CALLED 38.231 ACRE TRACT OF LAND CONVEYED TO SANTA RITA KC, LLC., IN DOCUMENT NUMBER 2013102456 (O.P.R.W.C.TX.), AND BEING ALSO A PORTION OF A CALLED 8.814 ACRE TRACT (TRACT TWO) OF LAND CONVEYED TO SANTA RITA KC, LLC., IN DOCUMENT NUMBER 2013102457 (O.P.R.W.C.TX.), SAID 14.487 ACRE TRACT OF LAND BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING. AT A CAPPED 1/2 INCH IRON ROD FOUND. AT A POINT OF CURVATURE, FOR A CURVE TO THE RIGHT, BEING A POINT ON A WESTERN RIGHT-OF-WAY LINE OF TIERRA ROSA BOULEVARD (50' R.O.W.), AND BEING ALSO A POINT ON A SOUTHERN RIGHT-OF-WAY LINE OF AUGUSTINE WAY (64' R.O.W.), FOR THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT,

THENCE, CROSSING SAID 40.30 ACRE TRACT AND WITH THE WESTERN RIGHT-OF-WAY LINE OF SAID TIERRA ROSA BOULEVARD, THE FOLLOWING SEVEN (7) COURSES AND DISTANCES, NUMBERED 1 THROUGH 7,

- 1) ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 15.00 FEET, AN ARC LENGTH OF 23.56 FEET, AND WHOSE CHORD BEARS S30°50'50"E, A DISTANCE OF 21.21 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND,
- 2) S14'09'10"W, A DISTANCE OF 339.80 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND, AT A POINT OF CURVATURE, FOR A CURVE TO THE LEFT,
- 3) ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 510.00 FEET, AN ARC LENGTH OF 10.20 FEET, AND WHOSE CHORD BEARS S13'34'48"W, A DISTANCE OF 10.20 FEET, AT A POINT OF CURVATURE, FOR A CURVE TO THE RIGHT,
- 4) ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 15.00 FEET, AN ARC LENGTH OF 21.88 FEET, AND WHOSE CHORD BEARS S54*47'24"W, A DISTANCE OF 19.99 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND,
- 5) S09'52'10"W, A DISTANCE OF 50.08 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND, AT A POINT OF CURVATURE, FOR A CURVE TO THE RIGHT,
- 6) ALONG SAID CURVE TO THE RIGHT, 15.00 FEET, AN ARC LENGTH OF 22.96 FEET, AND WHOSE CHORD BEARS S39°34'57"E, A DISTANCE OF 20.78 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND, AT A POINT OF CURVATURE, FOR A CURVE TO THE LEFT, AND
- 7) ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 510.00 FEET, AN ARC LENGTH OF 110.90 FEET, AND WHOSE CHORD BEARS S01°58'02"E, A DISTANCE OF 110.68 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND, BEING A POINT ON A WESTERN RIGHT-OF-WAY LINE OF SAID TIERRA ROSA BOULEVARD AND BEING ALSO A NORTHEASTERN CORNER OF LOT 17A, BLOCK A OF SANTA RITA RANCH, PHASE 1, SECTION 1E, A SUBDIVISION RECORDED IN DOCUMENT NUMBER 2017112332 (O.P.R.W.C.TX.), FOR THE SOUTHEASTERN CORNER OF THE HEREIN DESCRIBED TRACT.

THENCE, CONTINUING ACROSS SAID 10.30 ACRE TRACT, WITH THE NORTHERN BOUNDARY LINE OF SAID SANTA RITA PHASE 1, SECTION 1E, AND CROSSING SAID 8.814 ACRE TRACT, THE FOLLOWING THREE (3) COURSES AND DISTANCES, NUMBERED 1 THROUGH 3,

- 1) N88°02'21"W, A DISTANCE OF 161.28 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND,
- 2) S84°14'41"W, A DISTANCE OF 67.09 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND, AND
- 3) S68'22'31"W, A DISTANCE OF 238.70 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND, BEING A NORTHWESTERN CORNER OF LOT 12, BLOCK A OF SAID SANTA RITA RANCH, PHASE 1, SECTION 1E AND BEING ALSO THE NORTHERNMOST CORNER OF LOT 6, BLOCK A, SANTA RITA RANCH, PHASE 1, SECTION 1A, A SUBDIVISION RECORDED IN DOCUMENT NUMBER 2014054989 (O.P.R.W.C.TX.),

THENCE, CONTINUING ACROSS SAID 8.814 ACRE TRACT AND WITH THE NORTHERN BOUNDARY LINE OF SAID SANTA RITA RANCH, PHASE 1, SECTION 1A, S69°23'16"W, A DISTANCE OF 166.84 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND, BEING A WESTERN CORNER OF SAID 8.814 ACRE TRACT, SAME BEING A NORTHWESTERN CORNER OF SAID LOT 6, BLOCK A, AND BEING ALSO AN EASTERN CORNER OF SAID 38.231 ACRE TRACT,

THENCE, WITH THE COMMON BOUNDARY LINE OF SAID 8.814 ACRE TRACT AND SAID 38.231 ACRE TRACT, AND CROSSING SAID 40.30 ACRE TRACT, THE FOLLOWING FOUR (4) COURSES AND DISTANCES, NUMBERED 1 THROUGH 4,

- 1) N81°47'19"W, A DISTANCE OF 136.50 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE",
- 2) N42'49'05"W, A DISTANCE OF 121.45 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE",
- 3) N16'28'49"W, A DISTANCE OF 295.26 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE",
- 4) N20°19'26"E, A DISTANCE OF 567.47 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND, BEING IN THE SOUTH LINE OF SAID AUGUSTINE WAY, AND BEING AT THE BEGINNING OF A CURVE TO THE LEFT,

THENCE, CONTINUING ACROSS SAID 40.30 ACRE TRACT, AND THE SOUTH LINE OF SAID AUGUSTINE WAY, THE FOLLOWING SIX (6) COURSES AND DISTANCES, NUMBERED 1 THROUGH 6,

- 1) ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 502.00 FEET, AN ARC LENGTH OF 174.36 FEET, AND A CHORD THAT BEARS S65'53'49"E, A DISTANCE OF 173.49 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND FOR CORNER.
- 2) S75'50'50"E, A DISTANCE OF 249.82 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND FOR CORNER AT THE BEGINNING OF A CURVE TO THE LEFT,
- 3) ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 449.00 FEET, AN ARC LENGTH OF 23.51 FEET, AND A CHORD THAT BEARS S77"20'51"E, A DISTANCE OF 23.51 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND FOR CORNER,
- 4) S78'50'52"E, A DISTANCE OF 53.42 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND FOR CORNER AT THE BEGINNING OF A CURVE TO THE RIGHT, 5) ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 429.00 FEET, AN ARC LENGTH OF 22.47 FEET, AND A CHORD THAT BEARS S77*20'51"E, A DISTANCE
- OF 22.46 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND FOR CORNER, AND
- 6) S75'50'50'E, A DISTANCE OF 29.45 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND FOR CORNER AT THE BEGINNING OF A CURVE TO THE RIGHT, BEING AT THE INTERSECTION OF THE SOUTH LINE OF SAID AUGUSTINE WAY AND THE WEST RIGHT-OF-WAY LINE OF AMATA STREET (50' R.O.W.),

THENCE, WITH THE LINE OF SAID AMATA STREET, THE FOLLOWING FIVE (5) COURSES AND DISTANCES, NUMBERED 1 THROUGH 5,

- 1) ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 15.00 FEET, AN ARC LENGTH OF 23.56 FEET, AND A CHORD THAT BEARS \$30.50.50. A DISTANCE OF 21.21 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND FOR CORNER,
- 2) S14'09'10"W, A DISTANCE OF 14.00 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND FOR CORNER AT THE WEST TERMINUS OF SAID AMATA STREET,
- 3) S75'50'50"E, A DISTANCE OF 50.00 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND FOR CORNER AT THE EAST TERMINUS OF SAID AMATA STREET,
- 4) N14*09'10"E, A DISTANCE OF 14.00 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND FOR CORNER AT THE BEGINNING OF A CURVE TO THE RIGHT, AND 5) ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 15.00 FEET, AN ARC LENGTH OF 23.56 FEET, AND A CHORD THAT BEARS N59°09'10"E, A DISTANCE
- OF 21.21 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND FOR CORNER AT THE INTERSECTION OF SAID AMATA STREET AND SAID AUGUSTINE WAY,

THENCE, S75°50'50"E, A DISTANCE OF 195.71 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND FOR CORNER,

THENCE, S14*09'10"W, A DISTANCE OF 4.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 14.487 ACRES OF LAND.

Line Table

			Curve Ta	ble		
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
C1	23.56	15.00	S30°50'50"E	21.21	15.00	90'00'00"
C2	10.20	510.00	S13°34'48"W	10.20	5.10	1*08'44"
C3	21.88	15.00	S54°47'24"W	19.99	13.40	83°33'57"
C4	22.96	15.00	S39°34'57"E	20.78	14.41	87*41'21"
C5	110.90	510.00	S01°58'02"E	110.68	55.67	12°27'31"
C6	174.36	502.00	S65°53'49"E	173.49	88.07	19*54'03"
C7	23.51	449.00	S77*20'51"E	23.51	11.76	3*00'02"
C8	22.47	429.00	S77°20'51"E	22.46	11.24	3'00'02"
C9	23.56	15.00	S30°50'50"E	21.21	15.00	89*59'59"
C10	23.56	15.00	N59°09'10"E	21.21	15.00	90°00'00"
C11	32.33	325.00	S11°18'10"W	32.32	16.18	5*41'59"
C12	27.36	275.00	S11°18'10"W	27.34	13.69	5*41'59"
C13	68.28	325.00	S02°26'03"W	68.16	34.27	12°02'16"
C14	57.71	275.00	S02°26'31"W	57.61	28.96	12'01'29"
C15	22.50	15.00	S46°43'19"E	20.45	13.97	85*56'25"
C16	22.50	15.00	N39°13'06"E	20.45	13.97	85*56'25"
C17	205.86	500.00	S84°46'42"W	204.41	104.41	23°35'22"
C18	23.55	25.00	S45°59'58"W	22.69	12.73	53*58'05"
C19	23.55	25.00	S80°01'57"E	22.69	12.73	53*58'05"
C20	301.53	60.00	S17*01'00"E	70.59	43.64	287°56'10"
C21	88.36	550.00	S77°35'10"W	88.27	44.28	9*12'18"
C22	7.98	500.00	N83°53'03"W	7.98	3.99	0°54'51"

Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
C23	37.10	500.00	N86°28'01"W	37.09	18.56	4°15'04"
C24	40.89	500.00	S89°03'53"W	40.88	20.46	4°41'08"
C25	40.86	500.00	S84°22'51"W	40.85	20.44	4°40'56"
C26	40.89	500.00	S79°41'49"W	40.88	20.46	4*41'08"
C27	38.14	500.00	S75*10'08"W	38.13	19.08	4°22'15"
C28	18.44	25.00	S51°50'56"W	18.03	9.66	42*16'08"
C29	5.10	25.00	S24°51'54"W	5.10	2.56	11°41'57"
C30	36.74	60.00	S36°33'19"W	36.16	18.96	35*04'48"
C31	29.05	60.00	S67°57'51"W	28.76	14.81	27°44'16"
C32	23.86	60.00	N86°46'21"W	23.71	12.09	22°47'19"
C33	23.22	60.00	N64°17'35"W	23.07	11.76	22°10'14"
C34	22.57	60.00	N42°25'45"W	22.44	11.42	21°33'26"
C35	24.51	60.00	N19°56'59"W	24.34	12.43	23°24'06"
C36	24.45	60.00	N03°25'36"E	24.28	12.40	23°21'03"
C37	22.63	60.00	N25°54'22"E	22.49	11.45	21°36'29"
C38	23.48	60.00	N47°55'24"E	23.34	11.89	22°25'35"
C39	27.73	60.00	N72°22'29"E	27.48	14.12	26*28'35"
C40	38.60	60.00	S75°57'21"E	37.94	20.00	36°51'44"
C41	4.69	60.00	S55°17'12"E	4.69	2.35	4*28'35"
C42	60.14	550.00	N86°33'34"W	60.11	30.10	6°15'54"
C43	25.88	275.00	S00°52'28"E	25.87	12.95	5*23'30"
C44	31.84	275.00	S05°08'16"W	31.82	15.94	6°37'59"

Line lable		
Line #	Length	Direction
L1	50.08	S09*52'10"W
L2	67.09	S84°14'41"W
L3	136.50	N81°47'19"W
L4	121.45	N42*49'05"W
L5	53.42	S78*50'52"E
L6	29.45	S75°50'50"E
L7	14.00	S14°09'10"W
L8	50.00	S75°50'50"E
L9	14.00	N14°09'10"E
L10	4.00	S14°09'10"W
L11	125.98	N01°20'27"E
L12	128.84	N06°34'23"E
L13	131.46	N06°34'23"E
L14	134.04	N03°57'22"E
L15	134.98	N01°24'27"E
L16	136.91	N03*16'35"W
L17	136.98	N07°57'37"W

	Line Table			
Line #	Length	Direction		
L18	139.58	N12°38'39"W		
L19	143.01	N17*01'00"W		
L20	145.63	N17*01'00"W		
L21	148.25	N17*01'00"W		
L22	150.87	N17*01'00"W		
L23	153.49	N17*01'00"W		
L24	156.11	N17*01'00"W		
L25	158.65	N17*01'00"W		
L26	160.69	N17*01'00"W		
L27	156.23	N17*01'00"W		
L28	133.00	N17*01'00"W		
L29	135.20	N08°10'01"W		
L30	133.44	S17°01'00"E		
L31	148.17	N17*01'00"W		
L32	157.28	S17*01'00"E		
L33	143.64	S17*01'00"E		
L34	130.00	S17°01'00"E		

Line Table			
Line #	Length	Direction	
L35	116.36	N17*01'00"\	
L36	102.72	S17"01'00"i	
L37	170.70	S81°24'50"i	
L38	175.01	N81°24'50"\	
L39	174.50	N81°24'50"\	
L40	172.22	N81°24'50"\	
L41	174.42	S81°24'50"i	
L42	176.55	N81°24'50"\	
L43	177.32	S81°24'50"i	
L44	175.99	N81°24'50"\	
L45	174.29	S79°43'33"I	
L46	172.74	N78*00'22"\	
L47	92.13	N83°25'37"\	
L48	87.88	S83°25'37"i	
L49	55.85	N03°45'01"\	
L50	55.93	S03°45'01"E	

SHEET NO. 2 OF 3



SANTA RITA RANCH PHASE 1, SECTION 7 FINAL PLAT

STATE OF TEXAS \$ \$ KNOW ALL MEN BY THESE PRESENTS; COUNTY OF WILLIAMSON \$	THIS FLOOD STATEMENT, AS DETERMINED BY A H.U.DF.I.A. FLOOD INSURANCE RATE MAP, DOES NOT IMPLY THAT THE PROPERTY OR THE IMPROVEMENTS THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. ON RARE OCCASIONS, GREATER FLOODS CAN AND WILL OCCUR, AND FLOOD HEIGHTS MAY INCREASE BY MAN-MADE OR NATURAL CAUSES.
I, JAMES EDWARD HORNE, VICE PRESIDENT, SANTA RITA KC, LLC, OWNER OF THE CERTAIN CALLED 40.30 ACRE TRACT OF LAND CONVEYED IN DOCUMENT	THIS STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF ENGINEER OR SURVEYOR.
NUMBER 2008093412, A CALLED 38.231 ACRE TRACT CONVEYED IN DOCUMENT NUMBER 2013102456, AND A CALLED 8.814 ACRE TRACT OF LAND CONVEYED IN DOCUMENT NUMBER 2013102457, ALL OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY TEXAS OUT OF AND A PART OF THE B. MANLOVE SURVEY, ABSTRACT 417, SITUATED IN 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	STATE OF TEXAS: COUNTY OF WILLIAMSON:
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:	NO PORTION OF THIS TRACT IS WITHIN THE 100 YEAR FLOOD PLAIN AS SHOWN ON FLOOD INSURANCE RATE COMMUNITY PANEL
"SANTA RITA RANCH PHASE 1, SECTION 7"	#48491C0275E, EFFECTIVE SEPTEMBER 26, 2008 FOR WILLIAMSON COUNTY, TEXAS.
TO CERTIFY WHICH, WITNESS BY MY HAND THIS 5th DAY OF May , 20 22	I, STEVEN P. CATES, P.E., AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS, TO PRACTICE THE PROFESSION OF ENGINEERING, AND HEREBY CERTIFY THAT THIS SUBDIVISION PLAT COMPLIES WITH THE REQUIREMENTS OF WILLIAMSON COUNTY.
SANTA RITA KC, LLC, A TEXAS LIMITED LIABILITY COMPANY	ENGINEFRING BY: Study Cate 5/4/2022
BY: MREM TEXAS MANAGER, LLC, A DELAWARE LIMITED LIABILITY COMPANY, ITS MANAGER	ENGINEERING BY: STEVEN P. CATES, P.E. NO. 93648 CARLSON, BRIGANCE & DOERING, INC. 5501 WEST WILLIAM CANNON DRIVE,
	AUSTIN, TEXAS 78749 STEVEN P. CATES
JAMES EDWARD HORNE VICE PRESIDENT 1700 CROSS CREEK LANE, STE. 100 LIBERTY HILL, TX 78642	CARLSON, BRIGANCE, & DOERING, INC.
STATE OF TEXAS:	ID # F3791
COUNTY OF WILLIAMSON:	STATE OF TEXAS:
BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED <u>JAMES EDWARD HORNE</u> , KNOWN TO ME TO BE THE PERSON WHOSE NAME IS	COUNTY OF WILLIAMSON:
SUBSCRIBED TO THE FOREGOING INSTRUMENT OF WRITING, AND HE ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.	I, AARON V. THOMASON, R.P.L.S., AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS, TO PRACTICE THE PROFESSION OF SURVEYING AND HEREBY CERTIFY THAT THIS SUBDIVISION PLAT COMPLIES WITH THE WILLIAMSON COUNTY SUBDIVISION ORDINANCE. ALL EASEMENTS OF RECOF ARE SHOWN OR NOTED ON THE PLAT.
WITNESS MY HAND AND SEAL OF OFFICE, THIS THE DAY OF MAY, 2027 A.D.	THE SHOW ON HOLES ON THE TEN.
X O IMa.A.	FIE. OF STEET
NOTARY PUBLIC IN AND FOR WILLIAMSON COUNTY, TEXAS SUSAN O MARTIN Notary Public, State of Texas	SURVEYED BY:
NOTARY PUBLIC IN AND FOR WILLIAMSON COUNTY, TEXAS SUSAN O MARTIN Notary Public, State of Texas My Commission Expires November 07, 2023 NOTARY ID 1042593-4	AARON V. THOMASON, R.P.L.S. NO. 6214 CARLSON, BRIGANCE & DOERING, INC. 5501 WEST WILLIAM CANNON DRIVE. DATE AARON V. THOMASON 6214 6214 6214
	AUSTIN, TEXAS 78749 agron@cbdeng.com
CONICENT OF MODIONOFF	SURVE
CONSENT OF MORTGAGEE	
THE UNDERSIGNED, BEING THE HOLDER OF TWO DEED OF TRUST LIENS SECURED BY THE PROPERTY, THE FIRST DATED OCTOBER 31, 2013 RECORDED AS DOCUMENT NO. 2013103003 IN THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SECURING A NOTE OF EVEN DATE THEREWITH, AND THE	
SECOND DATED JANUARY 31, 2018 RECORDED AS DOCUMENT NO. 2018009177, SECURING A NOTE OF EVEN DATE THEREWITH, EXECUTES THIS DECLARATION SOLELY FOR THE PURPOSES OF EVIDENCING ITS CONSENT TO THE TERMS AND PROVISIONS HEREOF.	THE CITY OF LIBERTY HILL, TEXAS ACKNOWLEDGES RECEIPT OF THIS PLAT FOR REVIEW AND/OR APPROVAL IN CONJUNCTION WITH PLANNING
	PURPOSES AND PAYMENT OF APPLICABLE FEES FOR THE PROVISION OF WATER AND/OR WASTEWATER SERVICES.
INTERNATIONAL BANK OF COMMERCE, A TEXAS BANKING ASSOCIATION	5-5-22
	JERRY MILLARD, JR., INTERIM DIRECTOR OF PLANNING DATE CITY OF LIBERTY HILL, TEXAS
PRINTED NAME: Deinne sha Johnson	CIT OF LIBERT FILL, TEXAS
MILE: Assistant Vice President	ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE 4 DAY OF May, 2020A.D.
STATE OF TEXAS	
COUNTY OF Travis	WILLIAMSON COUNTY ADDRESSING COORDINATOR
BEFORE ME ON THIS DAY PERSONALLY APPEARED DENTILES A JOHNSON KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.	WILLIAMSON COUNTY, TEXAS
GIVEN UNDER, MY HAND AND SEAL OF OFFICE THIS THE 4th DAY OF May, A.D., 2022.	PRINTED NAME
BY: Macel Herranda	
NOTARY PUBLIC, STATE OF TEXAS ARACELI HERNANDEZ	STATE OF TEXAS §
PRINTED NAME: Avaceli Hernandez Notary Public, State of Texas Notary ID 126285198	\$ KNOW ALL MEN BY THESE PRESENTS; COUNTY OF WILLIAMSON \$
MY COMMISSION EXPIRES 6-2-2024	
	I, BILL GRAVELL, JR., COUNTY JUDGE OF WILLIAMSON COUNTY, TEXAS, DO HEREBY CERTIFY THAT THIS MAP OR PLAT, WITH FIELD NOTES HEREON, FOR A SUBDIVISION HAVING BEEN FULLY PRESENTED TO THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS, AND BY
	THE SAID COURT DULY CONSIDERED, WERE ON THIS DAY APPROVED AND THAT THIS PLAT IS AUTHORIZED TO BE REGISTERED AND RECORDED IN THE PROPER RECORDS OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.
	BILL GRAVELL, JR., COUNTY JUDGE DATE WILLIAMSON COUNTY, TEXAS
	STATE OF TEXAS
	\$ KNOW ALL MEN BY THESE PRESENTS; COUNTY OF WILLIAMSON \$
	I, NANCY RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THEDAY OF
	——————————————————————————————————————
	INSTRUMENT NO
	TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT THE COUNTY COURT OF SAID COUNTY, AT MY OFFICE IN GEORGETOWN, TEXAS, THE
	DATE LAST SHOWN ABOVE WRITTEN.

NANCY RISTER, CLERK COUNTY COURT OF WILLIAMSON COUNTY, TEXAS

BY: _____ DEPUTY

SHEET NO. 3 OF 3



Meeting Date: 05/17/2022

Amended plat for Lots 35-37 & 42-44 Blk A Lot 46 Blk B and Lot 24 Blk C of the Santa Rita Ranch Ph 3 Sec 2

subdivision - Pct 2

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

Department: Infrastructure **Agenda Category:** Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approval of the amended plat for Lots 35-37 & 42-44, Blk A, Lot 46, Blk B, and Lot 24, Blk C, of the Santa Rita Ranch Ph 3 Sec 2 subdivision – Precinct 2.

Background

This is an amended plat for Lots 35-37 & 42-44, Blk A, Lot 46, Blk B, and Lot 24, Blk C, of the Santa Rita Ranch Ph 3 Sec 2 subdivision. It consists of 8 single family lots and no new roads. The purpose of this amended plat is to correct the scrivener error that called out a 25' public utility easement on Lot 46, Blk B, & Lot 24 Blk C that should have been called as 25' building setback lines and to correct an error on the sideline distances of Lots 35-37 and 42-44 Block A.

Timeline

2022-03-24 - initial submittal of the amended plat

2022-04-24 - 1st review complete with minor comments

2022-05-05 - 2nd submittal of the amended plat with signatures

2022-05-10 - 2nd review complete with comments clear

2022-05-12 – amended plat placed on the May 17, 2022 Commissioners Court agenda for consideration

Fiscal Impact

From/To	Acct No.	Description	Amount
1101111110	710011101	20001111011	7 1110 1111

Attachments

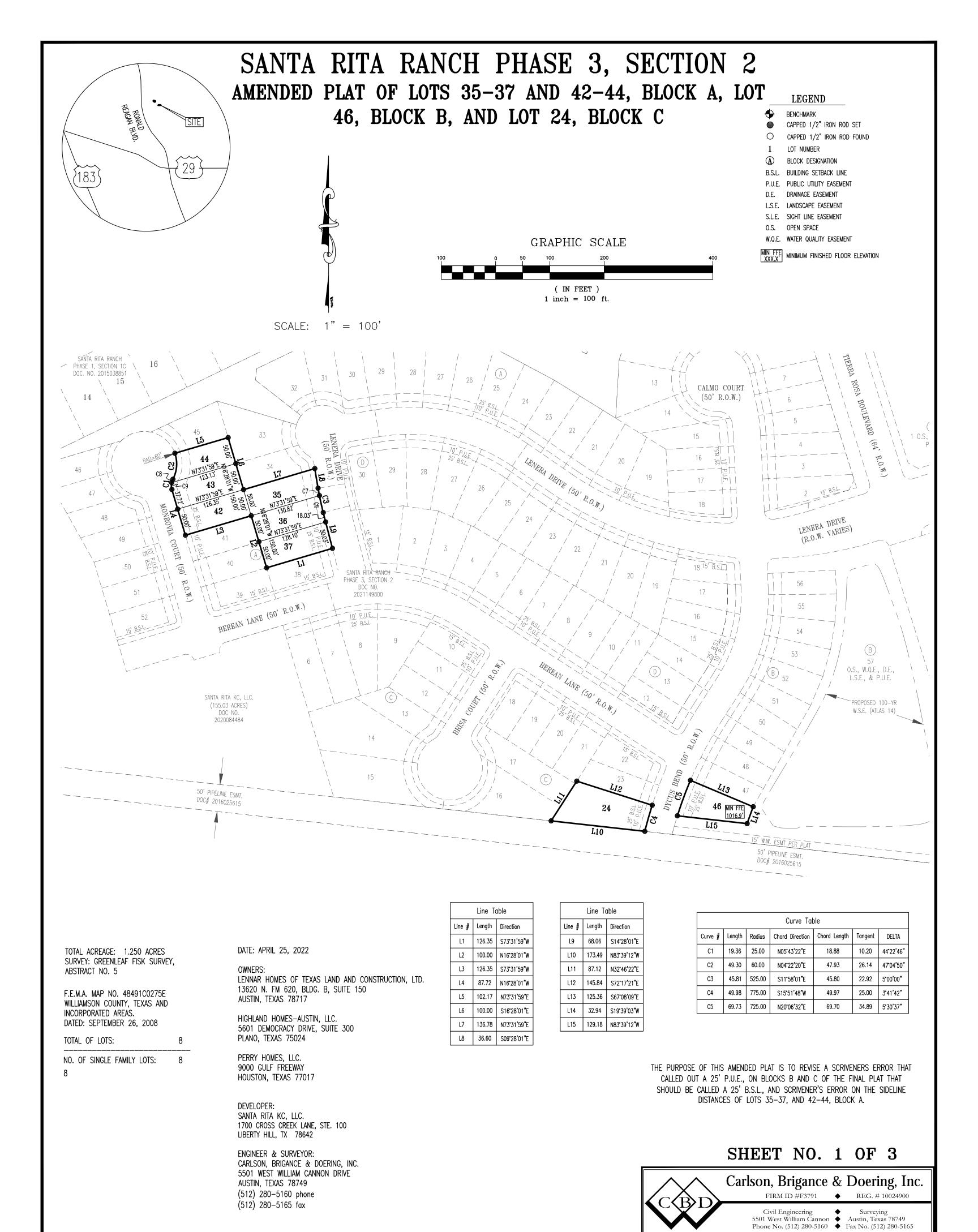
amended plat - Lots 35-37 & 42-44 Blk A Lot 46 Blk B and Lot 24 Blk C SRR Ph 3 Sec 2

Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Becky Pruitt 05/12/2022 12:17 PM

Form Started By: Adam Boatright Started On: 05/12/2022 11:52 AM Final Approval Date: 05/12/2022



J:\AC3D\5266\Survey\AMENDED PLAT - SANTA RITA SECTION 3, PHASE 2

SANTA RITA RANCH PHASE 3, SECTION 2 AMENDED PLAT OF LOTS 35-37 AND 42-44, BLOCK A, LOT 46, BLOCK B, AND LOT 24, BLOCK C

BEING ALL OF THAT CERTAIN 1.250 ACRE TRACT OF LAND SITUATED IN THE GREENLEAF FISK SURVEY, ABSTRACT NUMBER 5, SITUATED IN WILLIAMSON COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED AS BEING LOTS 35-37 AND 42-44, BLOCK A, LOT 46, BLOCK B, AND LOT 24, BLOCK C, SANTA RITA RANCH PHASE 3, SECTION 2, A SUBDIVISION RECORDED IN DOCUMENT NUMBER 2021149800, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 1.250 ACRE TRACT OF LAND BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, AT A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE" AT THE SOUTHEAST CORNER OF SAID LOT 37, BLOCK A, BEING A THE NORTHEAST CORNER OF LOT 38, BLOCK A, SAID SANTA RITA RANCH SECTION 3, PHASE 2, SAME BEING IN THE WEST RIGHT-OF-WAY LINE OF LENERA DRIVE (50' R.O.W.), FOR THE SOUTHEAST CORNER AND THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT,

THENCE, S73'31'59"W, WITH THE COMMON LINE OF SAID LOT 38, AND SAID LOT 37, A DISTANCE OF 126.35 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE" AT THE SOUTHWEST CORNER OF SAID LOT 37, BEING A THE NORTHWEST CORNER OF SAID LOT 38, SAME BEING A THE SOUTHEAST CORNER OF LOT 40, BLOCK A, SAID SANTA RITA RANCH SECTION 3, PHASE 2, ALSO BEING AT THE NORTHEAST CORNER OF LOT 39, BLOCK A, SAID SANTA RITA RANCH SECTION 3, PHASE 2, FOR THE SOUTHERNMOST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND,

THENCE, N16°28'01"W, WITH THE WEST LINE OF SAID LOT 37 AND LOT 36, THE EAST LINE OF SAID LOT 40, AND THE EAST LINE OF LOT 41, BLOCK A. SAID SANTA RITA RANCH SECTION 3. PHASE 2. A DISTANCE OF 100.00 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE" AT THE SOUTHWEST CORNER OF SAID LOT 35. BEING AT THE NORTHWEST CORNER OF SAID LOT 36. SAME BEING A THE SOUTHEAST CORNER OF SAID LOT 42, BLOCK A, ALSO BEING AT THE NORTHEAST CORNER OF LOT 41, FOR AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT OF LAND,

THENCE, \$73'31'59"W, WITH THE COMMON LINE OF SAID LOTS 41 AND LOT 42, A DISTANCE OF 126.35 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE" AT THE SOUTHWEST CORNER OF SAID LOT 42, BEING AT THE NORTHWEST CORNER OF SAID LOT 41, SAME BEING IN THE EAST RIGHT-OF-WAY LINE OF MOROVIA COURT (50' R.O.W.) FOR A SOUTHWESTERN CORNER OF THE HEREIN DESCRIBED TRACT OF LAND,

THENCE, ALONG THE EAST LINE OF SAID MOROVIA COURT, AND THE WESTERN LINES OF SAID LOT 42, 43, AND 44, BLOCK A, THE FOLLOWING THREE (3) COURSES AND DISTANCES, NUMBERED 1 THROUGH 3,

- N16'28'01"W, A DISTANCE OF 87.72 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE" FOR CORNER AT THE BEGINNING OF A CURVE TO THE RIGHT,
- ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, AN ARC LENGTH OF 19.36 FEET, AND A CHORD THAT BEARS NO5°43'22"E, A DISTANCE OF 18.88 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE" FOR CORNER AT THE BEGINNING OF A CURVE TO THE LEFT, AND
- ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 30.00 FEET, AN ARC LENGTH OF 49.30 FEET, AND A CHORD THAT BEARS NO4'22'20"E, A DISTANCE OF 47.93 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE" AT THE NORTHWEST CORNER OF SAID LOT 44, BEING A THE SOUTHWEST CORNER OF LOT 45, BLOCK A, SAID SANTA RITA RANCH SECTION 3, PHASE 2, FOR THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND,

THENCE, N73'31'59"E, WITH THE COMMON LINE OF SAID LOT 44, AND SAID LOT 45, A DISTANCE OF 102.17 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE" AT THE SOUTHEAST CORNER OF SAID LOT 45, BEING A THE NORTHEAST CORNER OF SAID LOT 44, SAME BEING IN THE SOUTHWEST LINE OF LOT 33, BLOCK A, SAID SANTA RITA RANCH SECTION 3, PHASE 2, FOR THE NORTHERNMOST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND.

THENCE, S16°28'01"E, WITH THE WEST LINE OF SAID LOT 33, THE WEST LINE OF LOT 34, SAID SANTA RITA RANCH SECTION 3, PHASE 2, AND THE EASTERN LINE OF SAID LOTS 44 AND 43, A DISTANCE OF 100.00 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE" AT THE SOUTHEAST CORNER OF SAID LOT 43, BEING A THE SOUTHWEST CORNER OF SAID LOT 34, SAME BEING AT THE NORTHWEST CORNER OF SAID LOT 35, ALSO BEING AT THE NORTHEAST CORNER OF SAID LOT 42, FOR AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT OF LAND,

THENCE, N73°31'59"E, WITH THE COMMON LINE OF SAID LOTS 34 AND LOT 35, A DISTANCE OF 136.78 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE" AT THE SOUTHEAST CORNER OF SAID LOT 34, BEING AT THE NORTHEAST CORNER OF SAID LOT 35, SAME BEING IN THE WEST RIGHT-OF-WAY LINE OF SAID LENERA DRIVE, FOR A NORTHEASTERN CORNER OF THE HEREIN DESCRIBED TRACT OF LAND,

THENCE, ALONG THE WEST LINE OF SAID LENERA DRIVE, AND THE EASTERN LINES OF SAID LOT 35, 36, AND 37, BLOCK A, THE FOLLOWING THREE (3) COURSES AND DISTANCES, NUMBERED 1 THROUGH 3,

- SO9°28'01"E, A DISTANCE OF 36.60 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE" FOR CORNER AT THE BEGINNING OF A CURVE TO THE LEFT,
- ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 525.00 FEET, AN ARC LENGTH OF 45.81 FEET, AND A CHORD THAT BEARS
- S11*58'01"E. A DISTANCE OF 45.80 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE" FOR CORNER, AND 3) S14'28'01"E, A DISTANCE OF 38.06 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.862 ACRES OF LAND.

BEGINNING. AT A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE" AT THE SOUTHEAST CORNER OF SAID LOT 24. BLOCK C. BEING IN THE WEST RIGHT-OF-WAY LINE OF DYCUS BEND (50' R.O.W.), FOR THE SOUTHEAST CORNER AND THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT,

THENCE, N83'39'12"W, WITH THE SOUTH LINE OF SAID LOT 24, AND OVER AND ACROSS A CALLED 155.03 ACRE TRACT OF LAND CONVEYED TO SANTA RITA KC, LLC. IN DOCUMENT NUMBER 2020084484, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, A DISTANCE OF 173.49 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE" AT THE SOUTHWEST CORNER OF SAID LOT 24, BEING AT THE SOUTHEAST CORNER OF LOT 16, BLOCK C, SAID SANTA RITA RANCH SECTION 3, PHASE 2, FOR THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND,

THENCE, N32'46'22"E, WITH THE WEST LINE OF SAID LOT 24, THE EAST LINE OF SAID LOT 16, THE EAST LINE OF LOT 17, BLOCK C, AND THE EAST LINE OF LOT 21, BLOCK C, SAID SANTA RITA RANCH SECTION 3, PHASE 2, A DISTANCE OF 87.12 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE" AT THE SOUTHWEST CORNER OF SAID LOT 23, BEING AT THE NORTHWEST CORNER OF SAID LOT 24, SAME BEING IN THE EAST LINE OF SAID LOT 21, BLOCK A, FOR THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND,

THENCE, S72°17'21"E, WITH THE COMMON LINE OF SAID LOTS 23 AND LOT 24, A DISTANCE OF 145.84 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE" AT THE SOUTHEAST CORNER OF SAID LOT 23, BEING AT THE NORTHEAST CORNER OF SAID LOT 24, SAME BEING IN THE WEST RIGHT-OF-WAY LINE OF SAID DYCUS BEND, SAME BEING A THE BEGINNING OF A CURVE TO THE LEFT, FOR THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND,

THENCE, ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 775.00 FEET, AN ARC LENGTH OF 49.98 FEET, AND A CHORD THAT BEARS S15'51'48"W, A DISTANCE OF 49.97 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.239 ACRES OF LAND.

0.149 ACRES

BEGINNING, AT A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE" AT THE SOUTHWEST CORNER OF SAID LOT 46, BLOCK B, BEING IN THE EAST RIGHT-OF-WAY LINE OF DYCUS BEND (50' R.O.W.), SAME BEING AT THE BEGINNING OF A CURVE TO THE RIGHT, ALSO BEING AT A WESTERN CORNER OF LOT 57, BLOCK A, SAID SANTA RITA RANCH SECTION 3, PHASE 2, FOR THE SOUTHWEST CORNER AND THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT,

THENCE, ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 725.00 FEET, AN ARC LENGTH OF 39.73 FEET, AND A CHORD THAT BEARS N20°06'32"E, A DISTANCE OF 39.70 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE" AT THE NORTHWEST CORNER OF SAID LOT 46, BEING AT THE SOUTHWEST CORNER OF LOT 47, BLOCK B, SAID SANTA RITA RANCH SECTION 3, PHASE 2, FOR THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND,

THENCE, S67'08'09"E, WITH THE COMMON LINE OF SAID LOT 46 AND SAID LOT 47, A DISTANCE OF 125.36 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE" AT THE SOUTHEAST CORNER OF SAID LOT 47, BEING AT THE NORTHEAST CORNER OF SAID LOT 46, SAME BEING IN THE WEST LINE OF SAID LOT 57, BLOCK B, SAID SANTA RITA RANCH SECTION 3, PHASE 2, FOR THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND,

THENCE, WITH THE COMMON LINE OF SAID LOT 46, AND SAID LOT 57, THE FOLLOWING TWO (2) COURSES AND DISTANCES, NUMBERED 1 AND 2,

- S19'39'03"W, A DISTANCE OF 32.94 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE" AT THE SOUTHEAST CORNER
- OF SAID LOT 46, FOR THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND, AND N83'39'12"W, A DISTANCE OF 129.18 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.149 ACRES OF LAND.

TRACT 1 - 0.862 ACRES TRACT 2 - 0.239 ACRES TRACT 3 - 0.149 ACRES TOTAL = 1.250 ACRES

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

DRAINAGE AND FLOODPLAIN:

- 1. EXCEPT IN CERTAIN ISOLATED AREAS REQUIRED TO MEET ACCESSIBILITY REQUIREMENTS, THE MINIMUM LOWEST FINISHED FLOOR ELEVATION SHALL BE ONE FOOT HIGHER THAN THE HIGHEST SPOT ELEVATION THAT IS LOCATED WITHIN FIVE FEET OUTSIDE THE PERIMETER OF THE BUILDING, OR ONE FOOT ABOVE THE BFE, WHICHEVER IS HIGHER.
- 2. A DE FACTO CERTIFICATE OF COMPLIANCE IS HEREBY ISSUED FOR ALL LOT 46, BLOCK B, WITHIN THIS SUBDIVISION. THIS CERTIFICATE IS VALID UNTIL SUCH TIME AS FEMA REVISES OR NEWLY ADOPTS FLOODPLAIN BOUNDARIES IN THIS AREA.
- 3. THE PROPOSED 100-YR FLOODPLAIN BOUNDARY PER ATLAS 14 SHOWN ON THE PLAT WAS DETERMINED BY A STUDY PREPARED BY CALRSON, BRIGANCE & DOERING, INC., DATED JANUARY 20, 2021. THE FEMA 100-YR FLOODPLAIN SHOWN ON THE PLAT WAS TAKEN FROM THE FEMA FIRM No. 48491C0275E, EFFECTIVE SEPTEMBER 26, 2008, AND THE FEMA L.O.M.R. No 16-06-0501P, EFFECTIVE MARCH 2, 2017. THE MINIMUM FINISHED FLOOR ELEVATIONS SHOWN ON THE PLAT WERE DETERMINED BY ADDING ONE (1) FOOT TO EITHER THE BASE FLOOD ELEVATION OF THE PROPOSED 100-YR FLOODPLAIN BOUNDARY PER ATLAS 14, OR BY ADDING ONE (1) FOOT TO THE 100-YR WATER SURFACE ELEVATION OF THE WATER QUALITY/DETENTION POND DETERMINED BY A STUDY PREPARED BY CARLSON, BRIGANCE & DOERING, INC. DATED JANUARY 20, 2021.
- 4. THIS SUBDIVISION IS SUBJECT TO STORM-WATER MANAGEMENT CONTROLS AS REQUIRED BY WILLIAMSON COUNTY SUBDIVISION REGULATIONS, SECTION B11.1, ON NEW DEVELOPMENT THAT WOULD EVOKE SUCH CONTROLS BEYOND EXISTING CONDITIONS.
- 5. MAINTENANCE RESPONSIBILITY FOR DRAINAGE WILL NOT BE ACCEPTED BY THE COUNTY OTHER THAN THAT ACCEPTED IN CONNECTION WITH DRAINING OR PROTECTING THE ROAD SYSTEM. MAINTENANCE RESPONSIBILITY FOR STORM WATER MANAGEMENT CONTROLS WILL REMAIN WITH THE OWNER.

WATER AND WASTEWATER:

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

ROADWAY AND RIGHT-OF-WAY:

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

SHEET NO. 2 OF 3



Carlson, Brigance & Doering, Inc. FIRM ID #F3791 REG. # 10024900

> Civil Engineering 5501 West William Cannon Austin, Texas 78749

Surveying

SANTA RITA RANCH PHASE 3, SECTION 2 AMENDED PLAT OF LOTS 35-37 AND 42-44, BLOCK A, LOT 46, BLOCK B, AND LOT 24, BLOCK C

STATE OF TEXAS

PRINTED NAME: Teresa Baker

KNOW ALL MEN BY THESE PRESENTS;

I, KENNETH BAKER, VICE PRESIDNET OF LAND ACQUISITIONS, LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD. OWNER OF LOT 35, BLOCK A, SANTA RITA RANCH PHASE 3, SECTION 2, CONVEYED IN DOCUMENT NUMBER 2022003006, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, I, JEFF STINSON, HIGHLAND HOMES—AUSTIN, LLC., OWNER OF LOT 46, BLOCK B, SAID SANTA RITA RANCH PHASE 3, SECTION 2, CONVEYED IN DOCUMENT NUMBER 2021197941, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, I, NICK McINTYRE, PERRY HOMES, LLC., OWNER OF LOTS 36, 37, 42, 43, AND 44, BLOCK A, SAID SANTA RITA RANCH PHASE 3, SECTION 2, CONVEYED IN DOCUMENT NUMBER 2022004211, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, AND OWNER OF LOT 24, BLOCK C, SANTA RITA RANCH PHASE 3, SECTION 2, CONVEYED IN DOCUMENT NUMBER 2022004478, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, SAID SANTA RITA RANCH PHASE 3, SECTION 2, BEING A SUBDIVISION RECORDED IN DOCUMENT NUMBER 2021149800, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY CERTIFY THAT ALL PUBLIC RECORDS, AND EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE. THIS SUBDIVISION IS TO BE KNOWN AS: **SANTA RITA RANCH PHASE 3, SECTION 2 AMENDED PLAT OF LOTS 35—37 AND 42—44, BLOCK A, LOT 46, BLOCK B, AND LOT 24, BLOCK C**	THIS FLOOD STATEMENT, AS DETERMINED BY A H.U.D.—F.I.A. FLOOD INSURANCE RATE MAP, DOES NOT IMPLY THAT THE PROPERTY OR THE IMPROVEMENTS THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. ON RARE OCCASIONS, GREATER FLOODS CAN AND WILL OCCUR, AND FLOOD HEIGHTS MAY INCREASE BY MAN—MADE OR NATURAL CAUSES. THIS STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF ENGINEER OR SURVEYOR. STATE OF TEXAS: COUNTY OF WILLIAMSON: NO PORTION OF THIS TRACT IS WITHIN THE 100 YEAR FLOOD PLAIN AS SHOWN ON FLOOD INSURANCE RATE COMMUNITY PANEL #48491C0275E, EFFECTIVE SEPTEMBER 26, 2008 FOR WILLIAMSON COUNTY, TEXAS. I, STEVEN P. CATES, P.E., AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS, TO PRACTICE THE PROFESSION OF ENGINEERING, AND HEREBY CERTIFY THAT THIS SUBDIVISION PLAT COMPLIES WITH THE REQUIREMENTS OF WILLIAMSON COUNTY.
TO CERTIFY WHICH, WITNESS BY MY HAND THIS 27th DAY OF April , 20 72.	CERTIFIT THAT THIS SUBDIVISION FEAT COMFELES WITH THE REQUIREMENTS OF WILLIAMSON COUNTY.
KENNETH BAKER, VICE PRESIDENT OF LAND ACQUISITIONS LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD 13620 N. FM 620, BLDG. B, SUITE 150 AUSTIN, TEXAS 78717	ENGINEERING BY: STEVEN P. CATES, P.E. NO. 93648 CARLSON, BRIGANCE & DOERING, INC. 5501 WEST WILLIAM CANNON DRIVE, AUSTIN, TEXAS 78749 STEVEN P. CATES 93648 93648
\$ KNOW ALL MEN BY THESE PRESENTS;	CAPI CON PRICANCE & POEDING INC
COUNTY OF WILLIAMSON § Kenneth Blaker BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED KEN BAKER, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS	CARLSON, BRIGANCE, & DOERING, INC. ID # F3791 STATE OF TEXAS:
SUBSCRIBED TO THE FOREGOING INSTRUMENT OF WRITING, AND HE ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.	COUNTY OF WILLIAMSON:
WITNESS MY HAND AND SEAL OF OFFICE, THIS THE 27th DAY OF April , 2022, A.D. SAMANTHA ILACQUA NOTARY PUBLIC IN AND FOR WILLIAMSON COUNTY, TEXAS TO CERTIFY WHICH, WITNESS BY MY HAND THIS 29 DAY OF April 20 20 20 20 20 20 20 20 20 20 20 20 20	I, AARON V. THOMASON, R.P.L.S., AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS, TO PRACTICE THE PROFESSION OF SURVEYING, AND HEREBY CERTIFY THAT THIS SUBDIVISION PLAT COMPLIES WITH THE WILLIAMSON COUNTY SUBDIVISION ORDINANCE. ALL EASEMENTS OF RECORD ARE SHOWN OR NOTED ON THE PLAT. SURVEYED BY: AARON V. THOMASON, R.P.L.S. NO. 6214 DATE CARLSON, BRIGANCE & DOERING, INC. 5501 WEST WILLIAM CANNON DRIVE, AUSTIN, TEXAS 78749
HIGHLAND HOMES—AUSTIN, LLC 5601 DEMOCRACY DRIVE, SUITE 300 PLANO, TEXAS 75024	agron@cbdeng.com
STATE OF TEXAS \$ Co/lin \$ KNOW ALL MEN BY THESE PRESENTS; COUNTY OF WILLIAMSON \$	
BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED JEFF STINSON, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT OF WRITING, AND HE ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.	
WITNESS MY HAND AND SEAL OF OFFICE, THIS THE Z9 DAY OF AMI, 2022, A.D. SUSAN L. JACKSON NOTARY PUBLIC IN AND FOR WILLIAMSON COUNTY, TEXAS NOTARY PUBLIC IN AND FOR WILLIAMSON COUNTY, TEXAS	
TO CERTIFY WHICH, WITNESS BY MY HAND THIS 28 DAY OF APPLL, 20 22.	STATE OF TEXAS \$ \$ KNOW ALL MEN BY THESE PRESENTS; COUNTY OF WILLIAMSON \$
NICK McINTYRE PERRY HOMES, LLC. 9000 GULF FREEWAY HOUSTON, TEXAS 77017	I, BILL GRAVELL, JR., COUNTY JUDGE OF WILLIAMSON COUNTY, TEXAS, DO HEREBY CERTIFY THAT THIS MAP OR PLAT, WITH FIELD NOTES HEREON, FOR A SUBDIVISION HAVING BEEN FULLY PRESENTED TO THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS, AND BY THE SAID COURT DULY CONSIDERED, WERE ON THIS DAY APPROVED AND THAT THIS PLAT IS AUTHORIZED TO BE REGISTERED AND RECORDED IN THE PROPER RECORDS OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.
STATE OF TEXAS \$ \$ KNOW ALL MEN BY THESE PRESENTS;	BILL GRAVELL, JR., COUNTY JUDGE DATE WILLIAMSON COUNTY, TEXAS
COUNTY OF WILLIAMSON §	CTATE OF TEVAC
BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED NICK MCINTYRE, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT OF WRITING, AND HE ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.	STATE OF TEXAS \$ \$ KNOW ALL MEN BY THESE PRESENTS; COUNTY OF WILLIAMSON \$
WITNESS MY HAND AND SEAL OF OFFICE, THIS THE 28th DAY OF ADDRESS MY HAND AND SEAL OF OFFICE, THE 28th DAY OF ADDRESS MY HAND AND SEAL OF OFFICE, THE 28th DAY OF ADDRESS MY HAND AND SEAL OF OFFICE, THE 28th DAY OF ADDRESS MY HAND AND SEAL OF OFFICE, THE 28th DAY OFFICE MY HAND AND SEAL OF OFFICE MY HAND AND SEAL OFFICE MY HAND AN	I, NANCY RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THEDAY OF
NOTARY PUBLIC IN AND FOR WILLIAMSON COUNTY, TEXAS SUSAN O MARTIN Notary Public, State of Texas My Commission Expires November 07, 2023 NOTARY ID 1042593-4	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.
CITY OF LIBERTY HILL APPROVAL THE CITY OF LIBERTY HILL, TEXAS ACKNOWLEDGES RECEIPT OF THIS PLAT FOR REVIEW AND/OR APPROVAL IN CONJUNCTION WITH PLANNING	NANCY RISTER, CLERK COUNTY COURT OF WILLIAMSON COUNTY, TEXAS
PURPOSES AND PAYMENT OF APPLICABLE FEES FOR THE PROVISION OF WATER AND/OR WASTEWATER SERVICES. JERRY MILLARD, JR. INTERIM DIRECTOR OF PLANNING CITY OF LIBERTY HILL, TEXAS	BY: DEPUTY
ROAD NAME & 911 ADDRESSING APPROVAL	
ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE 26th DAY OF ADVIL , 2022 A.D.	SHEET NO. 3 OF 3
WILLIAMSON COUNTY ADDRESSING COORDINATOR	Carlson, Brigance & Doering, Inc. FIRM ID #F3791 REG. # 10024900
WILLIAMSON COUNTY, TEXAS	

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

Meeting Date: 05/17/2022

EMS Week Recognition

Submitted By: Michael Knipstein, EMS

Department: EMS

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving the resolution for Williamson County EMS proclaiming May 15-21, 2022 as Emergency Medical Services Week.

Background

Consider approving the WCEMS resolution recognizing May 15-21, 2022 as Emergency Medical Services Week. EMS is a vital public service. The WCEMS System is ready to provide lifesaving care to those in need 24-hours a day, seven days a week; and access to quality emergency care improves the survival and recovery rate of those experiencing sudden illness or injury.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

EMS Resolution

Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Becky Pruitt 05/09/2022 08:22 AM

Form Started By: Michael Knipstein Final Approval Date: 05/09/2022

Started On: 05/09/2022 07:45 AM

24.



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



THAT ON THIS, the 17th day of May 2022, the Commissioners' Court of Williamson County, Texas, met in duly called session at the Courthouse in Georgetown, with the following members present;

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

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

RESOLUTION

WHEREAS, emergency medical services is a vital public service; and

WHEREAS, the members of the Williamson County EMS system are ready to provide lifesaving care to those in need 24 hours a day, seven days a week; and

WHEREAS, the Williamson County Emergency Communications 911 telecommunicators and their peers throughout the county ensure lifesaving help is a phone call away; and

WHEREAS, access to quality emergency care dramatically improves the survival and recovery rate of those who experience sudden illness or injury; and

WHEREAS, the emergency medical services system consists of emergency medical technicians at Williamson County EMS and its partner first responder organizations; and

WHEREAS, the members of emergency medical services teams, whether career or volunteer, engage in thousands of hours of specialized training and continuing education to enhance their lifesaving skills; and

WHEREAS, it is appropriate to recognize the value and the accomplishments of emergency medical services providers by designating Emergency Medical Services Week; now

THEREFORE, Be It Resolved that the Williamson County Commissioners Court declares the week of May 15-21, 2022, as

EMERGENCY MEDICAL SERVICES WEEK

We encourage the community to get to know their EMS providers.

RESOLVED THIS 17th DAY OF MAY 2022

Attest:		
	Bill Gravell, Jr.	
	Williamson County Judge	

Commissioners Court - Regular Session

Meeting Date: 05/17/2022

Proclamation-National Police Week for County Sheriff

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

Department: Sheriff

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Proclamation recognizing May 11-17, 2022 as National Police Week.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

National Police Week

Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Becky Pruitt 05/12/2022 08:03 AM

Form Started By: Starla Hall Started On: 05/12/2022 07:43 AM

Final Approval Date: 05/12/2022

25.

To recognize National Police Week 2022 and to honor the service and sacrifice of these law enforcement officers killed in the line of duty while protecting our communities and safeguarding our democracy.

WHEREAS, The Congress of the United States of America has designated the week of May 11th-17th 2022 to be dedicated as "NATIONAL POLICE WEEK" and May 15th of each year to be "POLICE OFFICERS MEMORIAL DAY", AND

WHEREAS, The law enforcement officers are our guardians of life and property, defenders of the individual right to be free, warriors in the war against crime and dedicated to the preservation of life, liberty and the pursuit of happiness, and

WHEREAS, Williamson County desires to honor the valor, service and dedication of its own deputies, and

WHEREAS, since the first recorded death in 1786, more than 23,000 law enforcement officers in the United States have made the ultimate sacrifice and been killed in the line of duty, and

WHEREAS, new names of these dedicated public servants are engraved on the walls of the National Law Enforcement Officers Memorial in Washington, D.C.

NOW THEREFORE, BE IT PROCLAIMED that the Commissioners Court of Williamson County, State of Texas, hereby proclaims May 11-17, 2022 as National Police Week in Williamson County, Texas and publicly salutes the service of law enforcement officers in our community and in communities across the nation.

Datea tillo 11	day of may 2022	
	Judge Bill Gravell	-

Dated this 17th day of May 2022

Commissioners Court - Regular Session

Meeting Date: 05/17/2022 Homestead Exemption Review

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

26.

Department: Commissioner Pct. #2 **Agenda Category:** Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action on increasing the homestead property tax exemptions for persons sixty-five (65) years of age or older from \$90,000 to {NOT TO EXCEED \$115,000} as authorized by Section 11.13(d) of the Property Tax Code, to be effective for the tax year beginning on January 1, 2022.

Background

The last review of the homestead exemption was on May 25, 2021.

Fiscal Impact

From/10 Acct No. Description Amount	From/1	To Acct No	. Description	Amount
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Attachments

No file(s) attached.

Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Becky Pruitt 05/12/2022 11:27 AM

Form Started By: Kathy Pierce Started On: 05/12/2022 10:32 AM

Final Approval Date: 05/12/2022

27.

Meeting Date: 05/17/2022 Homestead Exemption Review

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

Department: Commissioner Pct. #2 **Agenda Category:** Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action on increasing the homestead property tax exemptions for disabled persons from \$75,000 to {NOT TO EXCEED \$100,000} dollars as authorized by Section 11.13(d) of the Property Tax Code, to be effective for the tax year beginning on January 1, 2022.

Background

The last review of the homestead exemption was on May 25, 2021.

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 05/12/2022 11:27 AM

Form Started By: Kathy Pierce Started On: 05/12/2022 10:36 AM

Final Approval Date: 05/12/2022

Commissioners Court - Regular Session

Meeting Date: 05/17/2022 Homestead Exemption Review

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

28.

Department: Commissioner Pct. #2 **Agenda Category:** Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action on authorizing a percentage-based exemption from ad valorem taxes on the appraised value of the residence homestead in the amount of {NOT TO EXCEED 2.25 percent} of the appraised value of the individual's residence homestead or a minimum of \$5,000 as authorized by Section 11.13(n) of the Property Tax Code, to be effective for the tax year beginning on January 1, 2022.

Background

The last review of homestead exemptions was on May 25, 2021.

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 05/12/2022 11:28 AM

Form Started By: Kathy Pierce Started On: 05/12/2022 10:38 AM Final Approval Date: 05/12/2022

Commissioners Court - Regular Session

Meeting Date: 05/17/2022

Canvass of election returns for the Constitutional Amendment Special Election held on May 7, 2022

Submitted For: Chris Davis Submitted By: Jenifer Favreau, Elections

Department: Elections

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action to conduct local canvass of election returns for the Constitutional Amendment and Special Elections held on May 7, 2022 and to approve all documents related to the canvass of election returns.

Background

The canvass may not be conducted until the early voting ballot board has verified and counted all provisional ballots and counted all timely received ballots cast by mail. The post-election early voting ballot board will meet on Saturday, May 14, 2022 at 11:00am. After the board completes work, the canvass reports - including precinct by precinct report and summary report - will be electronically submitted to the Court.

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 05/11/2022 01:08 PM

Form Started By: Jenifer Favreau Final Approval Date: 05/11/2022

Started On: 05/09/2022 11:57 AM

29.

Meeting Date: 05/17/2022 CATRAC Whole Blood MOU

Submitted By: Michael Knipstein, EMS

Department: EMS

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving a memorandum of understanding between Capital Area of Texas Regional Advisory Council (CATRAC) and Williamson County related to the regional whole blood program.

Background

CATRAC leads a regional process improvement initiative to make whole blood available for EMS providers throughout the region. This memorandum of understanding outlines the agreement for various stakeholders to work collaboratively through development, operations, and sustainment of a prehospital whole blood program. This MOU is the first step in allowing Williamson County EMS to utilize whole blood to treat patients.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

MOU

Form Review

Inbox Reviewed By Date

 Hal Hawes
 Hal Hawes
 05/10/2022 11:41 AM

 County Judge Exec Asst.
 Becky Pruitt
 05/11/2022 01:09 PM

Form Started By: Michael Knipstein Started On: 05/10/2022 10:23 AM Final Approval Date: 05/11/2022



CATRAC REGIONAL WHOLE BLOOD* PROGRAM MEMORANDUM OF UNDERSTANDING

*Whole Blood refers to Low Titer O-Positive Whole Blood

Regional Strategy to Improve Care of the Hemorrhaging Patient

Capital Area of Texas Regional Advisory Council (CATRAC) leads a regional process improvement initiative to make low titer type O whole blood (LTOWB) available for Emergency Medical Services providers throughout the continuum of care from point of injury to definitive care. This regional Low Titer Type O Whole Blood (LTOWB) program is in collaboration with regional trauma centers and the systems that support the traumatically injured patients in the region. The overall strategy is to save lives while being excellent stewards of this precious resource and managing this gift of life, including managing the regional resources, supply (donors) and demand (patients) without intentionally creating excess waste.

The purpose of this Memorandum of Understanding (MOU) is to outline the agreement for identified stakeholders to collaboratively work through the development, operation, and sustainment of a prehospital whole blood program. All stakeholders as identified recognize the complexity of a regional LTOWB initiative and its potential impact to quality patient care if all parties do not develop, implement, and follow the MOU that guides each organization's behavior. Participating agencies and facilities are identifying strategies to ensure that LTOWB is consistently available and that waste is minimized by rotating products between ground/air transport organizations and participating trauma hospitals. Key stakeholders are identified in Appendix A. For the purposes of this program:

- A prehospital service provider may contract with WrB to obtain LTOWB. Unused LTOWB may be returned to WrB, who will redistribute the products to participating trauma hospitals. Alternatively, a prehospital service provider may contract with a trauma hospital directly and rotate products for use within the trauma hospital.
- Participating trauma hospitals may receive LTOWB that has already been cycled through the prehospital setting.
 Depending on utilization and product availability, hospitals may receive LTOWB that has not been cycled through prehospital agencies.
- All participating organizations will make best efforts to collabratively evaluate need, inventory and utilization of LTOWB in a manner that maximizes utility and minimizes product wastage across the region.
- All participating organizations will support a regional LTOWB donor recruitment to ensure adequate blood supply resources.

This MOU is a living document and will be evaluated annually. The signatories are attesting to the commitment of their organization to follow and enforce the practices, roles, and responsibilities for their organizations as delineated in this MOU.

PROGRAM TENETS

All Participating Agencies and Facilities Agree to the Following

- 1. This is a regional process improvement program. All data and information shared will be used solely for the improvement of the delivery of care in the Central Texas region.
- 2. The CATRAC Regional Whole Blood sub-Committee will serve as the guiding body for the regional LTOWB program. Meetings will be conducted on a regular basis in conjunction with the CATRAC committees and meetings. Participation is strongly encouraged as key decisions with regard to program execution and operation will be determined by consensus with those in attendance.
- 3. Clinical and administrative support to ensure program development, tracking, and sustainment is successful will include:
 - a. Support and training on ordering, management, and storage requirements for LTOWB at participating sites will be provided by We Are Blood (WrB).
 - b. Clinical support provided by WrB and CATRAC.
- 4. Each agency and facility will have a primary point of contact that is authorized to address questions and concerns, participate in discussions and facilitate decision making.
- 5. WrB will be the single supplier of LTOWB.

- 6. Agencies and facilities will provide clinical and administrative performance improvement information as requested by CATRAC.
- 7. Documentation of prehospital LTOWB transfusions will occur on the CATRAC Prehospital Blood Product Transfusion Record (Appendix B). The transfusion record is not a substitute for the agencies electronic patient care record (EPCR). It provides real-time communication between prehospital agencies, the receiving emergency department, and receiving facility blood bank/transfusion services. It is imperative that hospital blood banks/transfusion services receive real-time notification through the use of the prehospital blood product transfusion record that emergency released uncross-matched blood has been administered in the prehospital setting.
- 8. The CATRAC will maintain regional program records using information from prehospital providers, WrB and receiving facilities.
 - a. A copy of the completed CATRAC Regional Prehospital Blood Product Transfusion Record for each patient transfused with LTOWB in the prehospital setting will be sent via secure email to blood@catrac.org.
 - b. The CATRAC Regional Whole Blood workgroup will maintain the database of records and information utilized by member agencies.

Participating Air Medical Providers:

- 1. Air Medical Providers: the CATRAC committees and its invited stakeholders will be the primary method which communication is shared and will assist with conflict resolution and system review. Any issues that cannot be resolved in committee will be routed to the CATRAC Whole Blood workgroup for further assistance.
- 2. Air Medical providers will include a queryable field for LTOWB, as an intervention, in their electronic healthcare record.
- 3. Requests for resupply shall be coordinated through WrB or contracted hospital supplier.
- 4. Any change in program status, will be reported through committee to the CATRAC Whole Blood workgroup.

Participating Ground EMS:

- 1. Ground EMS: the CATRAC committees and its invited stakeholders will be the primary committee method which communication is shared and will assist with conflict resolution and system review. Any issues that cannot be resolved in the CATRAC committees will be routed to the CATRAC Whole Blood workgroup for further assistance.
- 2. Ground EMS agencies will include a queryable field for LTOWB, as an intervention, in their electronic healthcare record.
- 3. Any change in program status, will be reported through the CATRAC committees to the CATRAC Whole Blood workgroup.

Participating Designated Trauma Centers:

- 1. Trauma Centers will include "low titer o-positive whole blood" documentation field(s) in their trauma registry to assist with future tracking and collecting of data.
- 2. The CATRAC committees and its invited stakeholders will be the primary committee method which communication is shared and will assist with conflict resolution and system review.
- 3. Any issues that cannot be resolved in the CATRAC committees will be routed to the CATRAC Board for further assistance.
- 4. Any change in program status, will be reported through the CATRAC committees to the CATRAC Whole Blood workgroup.

Participating Other Regional Hospitals:

- 1. The CATRAC committees and its invited stakeholders will be the primary committee method which communication is shared and will assist with conflict resolution and system review. Any issues that cannot be resolved in the CATRAC committees will be routed to the CATRAC Regional Whole Blood workgroup for further assistance.
- 2. Regional hospitals will include "low titer o-positive whole blood" fields in their trauma registry to assist with future tracking and collecting of data.
- 3. An internal system must be identified to track patients receiving LTOWB that do not meet inclusion criteria in the trauma registry or are not transferred to a higher level of care. Example: gastrointestinal bleeding patient.
- 4. Identify a point of contact for CATRAC committees.
- 5. Any change in program status, will be reported through the CATRAC committees to the CATRAC Whole Blood workgroup.

TERM

This Memorandum of Understanding is in effect on the date on which it is signed and remains in effect until written withdrawal from CATRAC Whole Blood Program. All parties reserve the right to terminate this MOU at any time, with or without cause. Thirty (30) day written notification is required for termination of the MOU.

The undersigned evidences its agreement with and entry as a party into the CATRAC Regional Whole Blood Program Memorandum of Understanding.

Agency/Facility:
Name:
Title:
Date: April, 2022
Signature:
Capital Area of Texas Regional Advisory Council (CATRAC)
Name: Douglas Havron
Title: Executive Director / CEO
Date: April 29, 2022
Signature:

APPENDIX A Participating Stakeholders in Trauma Service Area-O

- A. Air Medical Providers
 - 1. tbd
- B. Ground EMS Providers
 - 1. tbd
- C. Verified Trauma Centers
 - 1. tbd
- **D.** We Are Blood (pending signature)





Prehospital Blood Product Transfusion Record Transporting Agency Run/ Case #: Receiving Facili Record#

		Transporting Agen Case #:	ransporting Agency Run/ Case #:		Receiving Facility Medical Record#:	
Product Unit Number (Affix sticker below or write unit number)	Produ Type (Chec One)	Date & Start k Time	Transfusion Complete* (Check One)		Transporting Medic/RN Initials	
Africa Sacks of Hear or Write Unit h	☐ PRBC☐ Plasn☐ LTOV	na	☐ Yes ☐ Ongoing	☐ Yes		
Affik Sticker Merc or Write Lint #	☐ PRBC☐ Plasn☐ LTOV	na	☐ Yes ☐ Ongoing	☐ Yes		
Affin Sticker Here or Witter 1911	☐ PRBC☐ Plasn☐ LTOV	na	☐ Yes ☐ Ongoing	☐ Yes		
4. Afna Speker there or Write Unit #	☐ PRBC☐ Plasn☐ LTOV	na	☐ Yes ☐ Ongoing	☐ Yes		
Name of Air Medical or Ground Agency:		Receiving Faci DSMCUT SAMC Other:	SAMC		Type of Call (Check One): Scene Call Interfacility Transfer	
Aircraft ID / Medic Unit		Comm	50000 - 1,000,00000 (0-10)			
*If blood product transfusion is ongoing at time of patient transfer to hospital, document "Ongoing." **Document actions taken in 'Comments' Section at the time of patient dropoff at receiving hospital. Mandatory Blood Product & Blood Form Tracking: Transporting crew keep White Copy; give the yellow and pink copies AND the blood bag to the Emergency/Trauma Team. Emergency Department keep Yellow Copy; give the Pink Copy AND the blood bag to the Blood Bank/Transfusion Services. Blood Bag & Form given to: Printed Name			normal saline ✓ Keep line ope saline ✓ Re-initiate ne	etion: USION ubing from flush site with en with normal w transfusion if eally essential tions taken in		

Transporting Crew: Please send a copy of image via email to blood@catrac.org or FAX: (512) 926-2777

APPENDIX C



Record of changes.

Date	Purpose		
September 2020	Initial document		
December 2021	Alignment of committee names		
April 2022	Addition of participating agencies, formatting of signature page		

Meeting Date: 05/17/2022 Acceptance of Whole Blood Items

Submitted By: Michael Knipstein, EMS

Department: EMS

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding acceptance of donation(s) and transfer of medical equipment from the Capital Area of Texas Regional Advisory Council (CATRAC) to support operations of the Williamson County Emergency Medical Services pursuant to Tex. Loc. Gov't Code § 81.032 and authorized county judge or presiding officer to sign transfer document(s) on behalf of county.

Background

CATRAC purchased items needed to facilitate the administration of whole blood by EMS systems. Approval would allow Williamson County EMS to take possession of the items and begin implementation of a whole blood administration program.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Property Transfer

Form Review

Inbox Reviewed By Date

 Hal Hawes
 Hal Hawes
 05/10/2022 11:39 AM

 County Judge Exec Asst.
 Becky Pruitt
 05/11/2022 01:09 PM

Form Started By: Michael Knipstein Started On: 05/10/2022 10:25 AM Final Approval Date: 05/11/2022



Property Transmittal Record For Equipment Purchased with Grant Funds

Description of Property

Description	CATRAC ID	Cost	Transferring Initial	Rcvd Initial
Pelican Credo Cube: Series 4, 2L	G51020	365.00		
Thermal Isolation Chamber System	G51010	170.00		
Pelican Credo Cube: Series 4, 2L	G51023	365.00		
Thermal Isolation Chamber System	G51017	170.00		
Pelican Credo Cube: Series 4, 2L	G51022	365.00		
Thermal Isolation Chamber System	G51016	170.00		
Pelican Credo Cube: Series 4, 2L	G51021	365.00		
Thermal Isolation Chamber System	G51014	170.00		
QinFlow Warrior Extreme	G50139	3,438.50		
QinFlow Enhanced Battery	B10293	989.00		100-00-00-00-00-00-00-00-00-00-00-00-00-
Cryopak Mini Multi Use Data Logger	G50118	33.48		
Cryopak Data Logger USB Cable	-	3.25		
Cryopak Mini Multi Use Data Logger	G50124	33.48		
Cryopak Data Logger USB Cable	-	3.25		
Cryopak Mini Multi Use Data Logger	G50117	33.48		
Cryopak Data Logger USB Cable		3.25		
Cryopak Mini Multi Use Data Logger	G50119	33.48		
Cryopak Data Logger USB Cable		3.25		
	Total	\$6,714.42		

DSHS Program: RAC Development

Acquired under Contract/Attch. No.: DSHS Contract No. HHS000 124600001

TRANSFERRED FROM:

Organization: Capital Area Trauma Regional Advisory Council (CATRAC)

4100 Ed Bluestein Blvd Suite 200 Austin, Texas 78721

(512) 926-6184

TRANSFERRED TO:

Organization: Williamson County EMS

Address: 3188 SE Inner Loop, Georgetown, TX 78627

Contact Name: Mike Knipstein

Title: Director

Email: Mknipstein@wilco.org

Phone: 512-943-1224

Comments:

This is to certify that the above property has been acquired from the transferring agency/ program named above and will be subject to the contract terms and conditions of the above referenced contract. Agency will be required to maintain equipment in working manner and assume cost to damaged or lost equipment with regard to replacement of similar equipment and function.

Page 1 of 2 04/26/2022



Notification to CATRAC is required as soon as possible in the event this occurs. This project is funded by grant funding. As such, all acquisitions of a material nature must be available upon request for on-site assessment by any state and/or federal agency.

The agency agrees to abide by the CATRAC Policies and Procedures including, but not limited to:

- 1. Be responsible for any and all charges associated with purchased equipment.
- 2. Replace the unit if lost, stolen or damaged. Notification to CATRAC is required as soon as possible in the event this occurs.
- 3. Keep the unit properly maintained and in good working condition.
- 4. Provide CATRAC documentation of Preventive Maintenance on request.
- 5. Notify CATRAC if unit is non-operational.
- 6. Have unit reasonably available for emergency deployment per CATRAC MOU.
- 7. Provide CATRAC list of individuals attending training related to project upon request.

INDEMNIFICATION:

To the extent authorized under Texas law, each party agrees to indemnify, defend and hold harmless the other and its directors, officers, members, employees, contractors and agents from and against any and all claims, losses, damages, costs, expenses or other liability resulting directly or indirectly from any intentional, grossly negligent or negligent act or failure to act by the indemnifying party's directors, officers, employees or agents in the performance of this subcontract, including without limitation any accident or injury to persons or property or any liability for copyright, patent or trademark infringement. The parties' obligations under this section shall survive the expiration or termination of this subcontract until all claims involving any of the indemnified matters are fully and finally resolved or barred by applicable statutes of limitation. In the event Williamson County EMS and CATRAC (Capital Area of Texas Regional Advisory Council) are found jointly liable by a court of competent jurisdiction, liability shall be apportioned comparatively in accordance with the laws for the State of Texas.

The provisions of this indemnity are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. Each party shall advise the other party in writing within 24 hours of any claim or demand against it related to or arising out of its activities under this Agreement. The party receiving the notice shall have the right, at its option and at its own expense, to participate in such defense without relieving the notifying party of any of its obligations under this paragraph.

Agency: Signature: .		Date:		
Print Name	& Title:		2	
CATRAC: Signature:	8 Title: Doug Hayron Executive Director - CAT		16/22	

Meeting Date: 05/17/2022

Approval of Purchase of Three Chevrolet Tahoes from Lake Country Chevrolet for the Sheriff's Office

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving the purchase of Three (3) Chevrolet Tahoes in the total of amount of \$157,220.85, from Lake Country Chevrolet, per the GoodBuy Coop contract #22-22 8F000, valid through 12/31/22, to support the operations of the Williamson County Sheriff's Office.

Background

This purchase will benefit the Williamson County Sheriff's Office. See the attached quotes for vehicle specifications; quotes include uplifting, delivery and installation. Funding will be from 01.0100.2004.005700. Replacements are scheduled for 2023, however funding is available and approved in the FY22 Budget and County received notice from vendor that stock was available. Legal, Contract Audit, Budget and Fleet have approved these purchases. These units are replacing units: SB1727, SB1578 and SA1454. The department point of contact is Chief Pat Erickson.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Lake Country Chevy Quotes for SO 5.17.22

Form Review

Inbox Reviewed By Date

Purchasing (Originator)

Joy Simonton

05/12/2022 10:10 AM

County Judge Exec Asst.

Becky Pruitt

05/12/2022 11:16 AM

Form Started By: Mary Watson Started On: 05/10/2022 10:51 AM

Final Approval Date: 05/12/2022





Replacins SB1727

PRODUCT PRICING SUMMARY

GOODBUY 22-22 8F000 VEHICLES

VENDOR--LAKE COUNTRY CHEVROLET 2152 NTH WHEELER ST. JASPER, TX. 75951

End	User: WILLIAMSON CO.	Prepared by: GLEN ANGELLE					
C	ontact: MICAH	Phone: 409-880-9191					
	Email:	MANUFACTOR AND	Email: gangelle cowboyfleet@gmail.com				
	Product Description: 2023 CHEVROLET	TAHOE PPV	Date: May 3, 2022				
A.	s	35,982.00					
B.							
Code	Options	Bid Price	Code	Options	\vdash	Bid Price	
				EXT BLACK	-		
-				CLOTH FRT/ VINYL REAR	\vdash		
	KERR SHIP THRU	\$ 125.00		AM/FM/CD			
	FLASHER SYSTEM FRT./REAR	\$ 50.00		ВLUЕТООТН			
	5.3L V8						
	10-SPD. AUTO						
	POWER LOCKS/WINDOWS						
	SKID PLATE				_		
L	REAR CAMERA			L	\vdash		
				Total of B. Published Options:	5	175.00	
				Published Option Discount (5%)	S	(8.75)	
C.	Additional Options [not to exceed 25%]			\$= 56.3	%	13	dei
<u> </u>	Options	Bid Price		Options	T -	Bid Price	
	Options		EMERGE	NCY EQUIPMENT	\$	20,366.09	
					_		
					-		
L		A.,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		Total of C. Unpublished Options:	\$	20,366.09	/
D.	Floor Plan Interest (for in-stock and/or o	equipped vehicl	es):		S	- 15	196
E.	Lot Insurance (for in-stock and/or equip	ped vehicles):			5		
F.	Contract Price Adjustment:	***************************************			\$	-]	
G.	Additional Delivery Charge:	295	miles		S	516.25	
Н.	Subtotal:				s	57,030.59	
I.	Quantity Ordered 1	x K =			S	57,030.59	
J.	Trade in:			- 10 10 10 10 10 10 10 10 10 10 10 10 10	s		
K.	GOODBUY Administrative Fee (\$300 pe	er purchase ord	ler)	e	S	300.00	
L.	TOTAL PURCHASE PRICE INCLUDI	NG GOODBU	Y FEE		S	57,330.59	

AGENCY DATE QUOTED SALESMAN

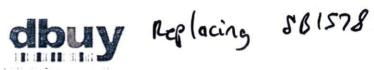
WILLIAMSON COUNTY 27-Apr-22 GLEN ANGELLE

PART NUMBER		DESCRIPTION	UNIT PRICE	E	XT PRICE
К9	1	2022 CHEVROLET TAHOE	 	+	
- 10	•	ACTIVATE FRNT & REAR FLASHER		+	
UNI.219076-0002	1	UNITY LED SPOTLIGHT	\$ 241.50	5	241.50
UNI.8996	1	DRIVER SPOTLIGHT BRACKET 21 TAHOE	\$ 40.25		40.25
W.BSFW54X	1	INNER-EDGE FST DUO	\$ 2,636.95	_	2,636.95
W.BS548	1	INNER-EDGE RST DUO	 \$ 2,000.50	+	INC
W.C399	1	CENCOM CORE SIREN		+	INC
W.CCTL7	1	21 PUSHBUTTON CONTROLLER		+-	INC
W.CC5K6	1	OBD II CANPORT		+-	INC
W.SA315P	1	100W SIREN SPEAKER		+-	INC
W.SAK1	1	SPEAKER BRACKET		+-	INC
W.CEM16	1	16 OUTPUT EXPANSION MODULE	\$ 150.90	\$	150.90
W.CHOWLER	1	2 HOWLER SPEAKER WITH AMP	\$ 544.41		544.41
W.HWLRB32	1	2021 TAHOE HOWLER BRACKET	9 344.41	+	INC
SET.BK2019TAH21	1	SETINA LIGHTED PB 2 FRNT 2 SIDE	\$ 765.68	\$	765.68
W.TLI2J	2	T-SERIES ION R/B (LIC PLATE VERTICAL)	\$ 113.85	_	227.70
SO.ESLRL6105D	1	SL RUNNING LIGHT R/W (DR SIDE)	\$ 229.54	_	229.54
SO.ESLRL6105E	1	SL RUNNING LIGHT B/W (PASS SIDE)	\$ 229.54	-	
SO.PSLVBK03	2	2021 TAHOE RUNNINGBOARD BRACKET		_	229.54
	2	AVENGER R/B/W (QTR GLASS)			38.64
W.AVC23RBC	2	4" MPWR R/B (BTM REAR HATCH)	\$ 338.79	_	677.58
SO.EMPS2SMS4J	3		\$ 99.82	_	199.64
W.3SRCCDCR	3	3" ROUND COMPARTMENT LIGHT R/W	\$ 59.34	\$	178.02
W. AADAADAAD		1 OVER CONSOLE, 2 ON REAR HATCH		-	
W.3SRCCDCR	1	3" ROUND COMPARTMENT LIGHT R/W	\$ 59.34	\$	59.34
OFT 01/1001011		OVER 2ND ROW SEAT	-	\$	
SET.GK10342U	1	DUAL T-RAIL GUNLOCK (ON CARGO BOX)	\$ 355.50		355.50
HAV.C-VS-1012-TAH-1	1	HAVIS CONSOLE	\$ 461.35	_	461.35
HAV.C-CUP2-I	1	DUAL CUP HOLDER	\$ 28.20	\$	28.20
HAV.C-ARM-102	1	ARM REST (DR SIDE CONSOLE)		\$	50.97
HAV.C-AP-0325	1	ACCESSORY POCKET		\$	31.67
HAV.C-HDM-204	1	HEAVY DUTY SIDE POLE MOUNT	\$ 119.18	_	119.18
HAV.C-MD-119	1	SLIDE OUT LOCKING ARM	\$ 216.77		216.77
HAV.DS-PAN-1112	1	CF-33 DOCKING STATION W/PWR SUPPLY		_	939.60
425-3818	2	MAGNETIC MIC CLIP	\$ 24.15	\$	48.30
HAV.C-EB40-CCS-1P	1	CORE FACEPLATE		_	INC
HAV.C-EB40-PAN-1P	1	ARBITRATOR FACEPLATE			INC
HAV.C-EB????????	1	RADIO FACEPLATE		_	INC
MOT.HSN4038A	1	MOTROLA RADIO SPEAKER	\$ 59.16		59.16
AA.UPTAHOE	1	AMERICAN ALUMINUM UPVAULT	\$ 1,216.70	\$	1,216.70
		SINGLE DRAWER WITH TOP RAIL			
911.GMPASS	1	GM PASS-THROUGH HARNESS	\$ 25.87	\$	25.87
AA.EZ_RIDER_TAH21	1	AMERICAN ALUMINUM K9 INSERT	\$ 2,231.00	\$	2,231.00
AA.POWDERCOAT	1	BLACK POWDER COAT			INC
AA.RUBBERMAT	1	RUBBER MAT			INC
AA.WATERDISH	1	WATERBOWL	\$ 106.95	\$	106.95
AA.COOLGUARD	1	FAN, FAN GUARD & SWITCH	\$ 173.65	\$	173.65
				\$	-
ACE.HP-5020	1	ACE HOT-N-POP	\$ 1,447.96	\$	1,447.96
ACE.HA-CMD-P	1	ACE CARBON MONOXIDE DETECTOR	\$ 170.77	\$	170.77
ACE.HA-SDM-D	1	ACE SMOKE DETECTOR	\$ 108.62	\$	108.62
ACE.HA-SDM-D	1	ACE SMOKE DETECTOR	\$ 108.62	\$	108

			_		-	
SL.20702	1	STREALMIGHT SL20 FLASHLIGHT	\$	111.92	\$	111.9
SL.75899	1	STREAMLIGHT STINGER	\$	118.76	\$	118.7
W.RPWS54	1	OUTER-EDGE PILLAR	\$	862.50	\$	862.5
					_	
		INSTALL CUSTOMER SUPPLIED				
		PANASONIC ARBITRATOR				
***************************************		2 RADIOS				
		CRADLEPOINT				
		PARTS			\$	15,105.09
		INSTALLATION	73	.3 HRS	\$	5,131.0
		SHOP SUPPLIES			\$	60.0
		FREIGHT			\$	70.0
		TOTAL			\$	20,366.0

PR# 128848







PRODUCT PRICING SUMMARY

GOODBUY 22-22 8F000 VEHICLES

COUNTRY CHEVROLET 2152 NTH WHEELER ST. JASPER, TX, 75951

End	User: WILLIAMSON CO.				Prepared by: GLE	N ANGELLE		
Contact: MICAH					Phone: 409-880-9191			
	Email:	Email: gangelle cowboyfleet@gmail.co						
	Product Description: 2023 CHEVROLET	ΓΤΛΗΟΕ	PPV		Date: May	3, 2022		
۸.	Bid Item:		A. Base Price	\$	35,982.00			
В.	Factory Options	T nu	n :	T con	T	•	т -	Did Dalas
Code	Options	Bid	Price	Code	EXT BLACK	ions	+-	Bid Price
		-	***************************************	†	EATBLACK		+	······································
		1			CLOTH FRT/ VINYL I	REAR	 	
	KERR SHIP THRU	\$	125.00		AM/FM/CD			
	FLASHER SYSTEM FRT./REAR	\$	50.00		BLUETOOTH			
	5.3L V8							
	10-SPD. AUTO						-	
	POWER LOCKS/WINDOWS	-					-	
	SKID PLATE	-					-	
	REAR CAMERA			<u> </u>		Published Options:	-	175.00
					Published Op	tion Discount (5%)	5	(8.75)
.	Additional Options [not to exceed 25%]					\$= 35.9	%	-
<u>. </u>	Additional Options not to exceed 25% Options	7	Price	I	Options	\$= 35.9	7	(8.75) Bid Price
		7	Price	EMERGE	Options NCY EQUIPMENT	\$= 35.9	7	
		7	Price	EMERGE		\$ = 35.9	1	Bid Price
2.		7	Price	EMERGE		\$= 35.9	1	Bid Price
		7	Price	EMERGE		\$= 35.9	1	Bid Price
2.		7	Price	EMERGE		\$= 35.9	1	Bid Price
		7	Price	EMERGE		\$= 35.9	1	Bid Price
		7	Price	EMERGE		\$= 35.9	1	Bid Price
		7	Price	EMERGE		\$= 35.9	1	Bid Price
		7	Price	EMERGE	NCY EQUIPMENT	\$= 35.9	\$	Bid Price
	Options	Bid			NCY EQUIPMENT		s	12,970.63
).	Floor Plan Interest (for in-stock and/or	Bid	d vehic		NCY EQUIPMENT		\$ \$	12.970.63
).	Options	Bid	d vehic		NCY EQUIPMENT		s	12,970.63
	Floor Plan Interest (for in-stock and/or	Bid	d vehic		NCY EQUIPMENT		\$ \$	12,970.63
	Floor Plan Interest (for in-stock and/or equip	Bid equippe	d vehic		NCY EQUIPMENT		\$ S	12,970.63
	Floor Plan Interest (for in-stock and/or equip Lot Insurance (for in-stock and/or equip Contract Price Adjustment: Additional Delivery Charge:	Bid equippe	d vehic	les):	NCY EQUIPMENT		\$ \$ \$ \$ \$ \$ \$ \$ \$ \$	12,970.63 12,970.63
	Options Floor Plan Interest (for in-stock and/or equip Lot Insurance (for in-stock and/or equip Contract Price Adjustment: Additional Delivery Charge: Subtotal:	equippe oped veh	d vehic	les):	NCY EQUIPMENT		\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	12,970.63 12,970.63
	Floor Plan Interest (for in-stock and/or equip Lot Insurance (for in-stock and/or equip Contract Price Adjustment: Additional Delivery Charge: Subtotal: Quantity Ordered 1	Bid equippe	d vehic	les):	NCY EQUIPMENT		\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	12,970.63 12,970.63 12,970.63
	Floor Plan Interest (for in-stock and/or equip Lot Insurance (for in-stock and/or equip Contract Price Adjustment: Additional Delivery Charge: Subtotal: Quantity Ordered 1 Trade in:	equippe pped veh	d vehicles):	les):	NCY EQUIPMENT		\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	12,970.63 12,970.63 12,970.63 516.25 49,635.13
	Floor Plan Interest (for in-stock and/or equip Lot Insurance (for in-stock and/or equip Contract Price Adjustment: Additional Delivery Charge: Subtotal: Quantity Ordered 1	equippe pped veh	d vehicles):	les):	NCY EQUIPMENT		\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	12,970.63 12,970.63 12,970.63

QUOTE

AGENCY DATE QUOTED SALESMAN

WILLIAMSON COUNTY

28-Apr-22 GLEN ANGELLE

PART NUMBER		DESCRIPTION	UNIT PRICE	E	XT PRICE
SLICKTOP		2022 CHEVROLET TAHOE	Mary as well as a ser-	(Artical)	
SLICKTOP		ACTIVATE FRNT & REAR FLASHER			
W.BSFW54X	1	INNER-EDGE FST DUO	\$ 2,636.95	\$	2,636.9
W.BS548	1	INNER-EDGE RST DUO	¥ 2,000.00	<u> </u>	INC
W.C399	1	CENCOM CORE SIREN			INC
W.CCTL7	1	21 PUSHBUTTON CONTROLLER			INC
W.CC5K6	1	OBD II CANPORT			INC
W.SA315P	1	100W SIREN SPEAKER			INC
W.SAK1	1	SPEAKER BRACKET			INC
W.CEM16	1	16 OUTPUT EXPANSION MODULE	\$ 150.90	\$	150.90
	1	2 HOWLER SPEAKER WITH AMP	\$ 544.41	\$	544.4
W.CHOWLER	1	2021 TAHOE HOWLER BRACKET	\$ 544.41	Ψ	INC
W.HWLRB32		SETINA LIGHTED PB 2 FRNT 2 SIDE	\$ 765.68	\$	765.68
SET.BK2019TAH21	1			_	
SO.ESLRL6105D	1	SL RUNNING LIGHT R/W (DR SIDE)		-	229.5
SO.ESLRL6105E	1	SL RUNNING LIGHT B/W (PASS SIDE)	\$ 229.54	-	229.54
SO.PSLVBK03	2	2021 TAHOE RUNNINGBOARD BRACKET	\$ 19.32	-	38.64
W.I3JCX	2	ION R/B/W (QTR GLASS)	\$ 99.36	_	198.7
SO.EMPS2SMS4J	2	4" MPWR R/B (INSIDE DOOR JAM)	\$ 99.82		199.64
SO.EMPS2SMS4J	2	4" MPWR R/B (BTM REAR HATCH)	\$ 99.82		199.64
W.3SRCCDCR	3	3" ROUND COMPARTMENT LIGHT R/W	\$ 59.34	\$	178.02
		1 OVER CONSOLE, 2 ON REAR HATCH			
HAV.C-VS-1012-TAH-1	1	HAVIS CONSOLE	\$ 461.35	\$	461.3
HAV.C-CUP2-I	1	DUAL CUP HOLDER	\$ 28.20	\$	28.20
HAV.C-ARM-102	1	ARM REST (DR SIDE CONSOLE)	\$ 50.97	\$	50.97
HAV.C-AP-0325	1	ACCESSORY POCKET	\$ 31.67	\$	31.67
HAV.C-HDM-204	1	HEAVY DUTY SIDE POLE MOUNT	\$ 119.18	\$	119.18
HAV.C-MD-119	1	SLIDE OUT LOCKING ARM	\$ 216.77	\$	216.77
HAV.DS-PAN-1112	1	CF-33 DOCKING STATION W/PWR SUPPLY	\$ 939.60	\$	939.60
425-3818	2	MAGNETIC MIC CLIP	\$ 24.15	\$	48.30
HAV.C-EB40-CCS-1P	1	CORE FACEPLATE			INC
HAV.C-EB40-PAN-1P	1	ARBITRATOR FACEPLATE			INC
HAV.C-EB????????	1	RADIO FACEPLATE			INC
MOT.HSN4038A	1	MOTROLA RADIO SPEAKER	\$ 59.16	\$	59.16
AA.UPTAHOE	1	AMERICAN ALUMINUM UPVAULT	\$ 1,216.70	\$	1,216.70
AA.OI TAITOE	<u>-</u>	SINGLE DRAWER WITH TOP RAIL	- 1,210170		1,21011
911.GMPASS	1	GM PASS-THROUGH HARNESS	\$ 25.87	\$	25.87
SL.20702	1	STREALMIGHT SL20 FLASHLIGHT	\$ 111.92	\$	111.92
SL.75899	1	STREAMLIGHT STINGER	\$ 118.76	\$	118.76
W.RPWS54	1	OUTER-EDGE PILLAR	\$ 862.50	\$	862.50
VV.RPVV554		OUTER-EDGE FILLAR	\$ 662.50	φ	002.30
		PARTS		¢	0 662 67
			45 4 UDC	\$	9,662.63
	<i></i>	INSTALLATION	45.4 HRS	\$	3,178.00
		SHOP SUPPLIES		\$	60.00
		FREIGHT		\$	70.00
		TOTAL		\$	12,970.63
		1			

PRODUCT PRICING SUMMARY

GOODBUY 22-22 8F000 VEHICLES

VENDOR--LAKE COUNTRY CHEVROLET 2152 NTH WHEELER ST. JASPER, TX. 75951

End	User: WILLIAMSON CO.		Prepared by: GLEN ANGELLE	***************************************			
C	ontact: MICAH	*************	Phone: 409-880-9191				
	Email:		Email: gangelle cowboyflee	t@gmail.com			
	Product Description: 2023 CHEVROLET	TAHOE PPV	Date: May 3, 2022				
A.	\$ 35,982.00						
B.	Factory Options	1					
Code	Options	Bid Price	Code	Options	Bid Price		
				EXT BLACK	-		
<u> </u>				CLOTH FRT/ VINNI READ			
	KERR SHIP THRU	\$ 125.00		CLOTH FRT/ VINYL REAR AM/FM/CD			
	FLASHER SYSTEM FRT./REAR	\$ 50.00		BLUETOOTH			
-	5.3L V8	30.00		BEGE 100111			
	10-SPD. AUTO						
	POWER LOCKS/WINDOWS						
	SKID PLATE			*	***************************************		
	REAR CAMERA						
		<u> </u>		Total of B. Published Options:	s 175.00		
				D 11' 1 10 11 D: 1501	(0.55)		
				Published Option Discount (5%)	\$ (8.75)	18	
C.	Additional Options [not to exceed 25%]			\$= 35.9	% /3	6,48	
	Options	Bid Price		Options	Bid Price		
			EMERGE	NCY EQUIPMENT	\$ 12.970.63		
			-				
				T. I. CO. II. III. I DO C		/	
				Total of C. Unpublished Options:		10 11	
D.	Floor Plan Interest (for in-stock and/or e	quipped vehicl	es):		\$ -	49,10	
r							
E.	Lot Insurance (for in-stock and/or equip	pea venicles):			s -		
F.	Contract Price Adjustment:				s -		
G.	Additional Delivery Charge:	295	miles		\$ 516.25		
Н.	Subtotal:				\$ 49,635.13		
I.	Quantity Ordered 1	x K =			\$ 49,635.13		
J.	Trade in:				s -		
K.	GOODBUY Administrative Fee (\$300 pe	r purchase ord	ler)		\$ 300.00		
					promise and the same and the sa		
L.	TOTAL PURCHASE PRICE INCLUDI	NG GOODBU	YPEE		\$ 49,935.13		

QUOTE

AGENCY DATE QUOTED SALESMAN

WILLIAMSON COUNTY

28-Apr-22 GLEN ANGELLE

	DESCRIPTION	UNIT PRICE	E	XT PRICE
100000		Para Barbert St.		
			Ļ	
		\$ 2,636.95	\$	2,636.9
			_	INC
				INC
			_	INC
			_	INC
				INC
				INC
			-	150.9
		\$ 544.41	\$	544.4
				INC
			\$	765.6
1				229.5
				229.5
	2021 TAHOE RUNNINGBOARD BRACKET	\$ 19.32	\$	38.6
	ION R/B/W (QTR GLASS)	\$ 99.36	\$	198.7
2	4" MPWR R/B (INSIDE DOOR JAM)	\$ 99.82	\$	199.6
2	4" MPWR R/B (BTM REAR HATCH)	\$ 99.82	\$	199.6
3	3" ROUND COMPARTMENT LIGHT R/W	\$ 59.34	\$	178.0
	1 OVER CONSOLE, 2 ON REAR HATCH			
1	HAVIS CONSOLE	\$ 461.35	\$	461.3
1	DUAL CUP HOLDER	\$ 28.20	\$	28.2
1	ARM REST (DR SIDE CONSOLE)	\$ 50.97	\$	50.9
1		\$ 31.67	***********	31.6
1	HEAVY DUTY SIDE POLE MOUNT	\$ 119.18	_	119.1
1			_	216.7
1				939.6
				48.3
			_	INC
				INC
<u> </u>				INC
		\$ 59.16	\$	59.1
			***************************************	1,216.7
·		Ψ 1,210.70	Ψ_	1,210.1
1		\$ 25.87	\$	25.8
			-	111.9
			-	118.7
				862.5
<u>'</u>	OUTEN-EDGE FIELAN	φ 002,30	φ	002.5
	PARTS		\$	9,662.6
		45.4 HRS	\$	3,178.0
			\$	60.0
	FREIGHT		\$	70.0
	TOTAL			40 070 6
	TOTAL		\$	12,970.6
	1 2 2 2 2 3 3 1 1 1 1	2022 CHEVROLET TAHOE ACTIVATE FRNT & REAR FLASHER 1 INNER-EDGE FST DUO 1 CENCOM CORE SIREN 1 21 PUSHBUTTON CONTROLLER 1 OBD II CANPORT 1 100W SIREN SPEAKER 1 SPEAKER BRACKET 1 16 OUTPUT EXPANSION MODULE 2 HOWLER SPEAKER WITH AMP 1 2021 TAHOE HOWLER BRACKET 1 SETINA LIGHTED PB 2 FRNT 2 SIDE 1 SL RUNNING LIGHT R/W (DR SIDE) 2 1 SL RUNNING LIGHT R/W (PASS SIDE) 2 2021 TAHOE RUNNINGBOARD BRACKET 2 ION R/B/W (QTR GLASS) 2 4" MPWR R/B (INSIDE DOOR JAM) 4 "MPWR R/B (ISTIDE DOOR JAM) 1 OVER CONSOLE, 2 ON REAR HATCH) 3 3" ROUND COMPARTMENT LIGHT R/W 1 OVER CONSOLE, 2 ON REAR HATCH 1 HAVIS CONSOLE 1 DUAL CUP HOLDER 1 ARM REST (DR SIDE CONSOLE) 1 ACCESSORY POCKET 1 HEAVY DUTY SIDE POLE MOUNT 1 SLIDE OUT LOCKING ARM 1 CF-33 DOCKING STATION W/PWR SUPPLY 2 MAGNETIC MIC CLIP 1 CORE FACEPLATE 1 ARBITRATOR FACEPLATE 1 ARBITRATOR FACEPLATE 1 MOTROLA RADIO SPEAKER 1 AMERICAN ALUMINUM UPVAULT SINGLE DRAWER WITH TOP RAIL 1 GM PASS-THROUGH HARNESS 1 STREAMLIGHT SLIORER 1 OUTER-EDGE PILLAR PARTS INSTALLATION SHOP SUPPLIES	ACTIVATE FRNT & REAR FLASHER	2022 CHEVROLET TAHOE

Meeting Date: 05/17/2022
Salary surplus funds reallocation

Submitted For: Larry Gaddes Submitted By: Judy Kocian, County Tax Assessor

Collector

Department: County Tax Assessor Collector

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a policy exception for the Tax Assessor/Collector to move salary surplus dollars of 4,712.57 from PCN 1487 to PCN 1436.

Background

This is a request for an exception to the Compensation - Position Salary Surplus policy. This request would be for a lateral movement of an employee from one department to another involving PCN 1487 Tax Specialist II and PCN 1436 Tax Accounting Specialist (current vacant position). Both positions are a pay grade of B.19. PCN 1487 Tax Specialist II has a surplus of funds that the Tax Assessor requests to be moved into PCN 1436 Tax Accounting Specialist. There is no change in the overall budget and no request for additional funds outside the appropriate timeline. This movement of funds has been discussed with Human Resources.

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 05/12/2022 11:25 AM

Form Started By: Judy Kocian Started On: 05/12/2022 10:00 AM

Final Approval Date: 05/12/2022

Commissioners Court - Regular Session

Meeting Date: 05/17/2022

Approval of Annual Agreement for Licenses and Support for Oracle with Mythics, Inc. for IT Department

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

34.

Agenda Item

Discuss, consider and take appropriate action on approving the agreement between Williamson County and Mythics, Inc. in the amount of \$182,461.79 to be paid now, pursuant to DIR contract #DIR-TSO-4158, and authorizing the execution of this agreement. This is a two part payment with the second payment of \$182,461.79 due before 10/15/2022. The contract term of this agreement is 5/15/22 - 10/31/23.

Background

This is software licensing purchase supports currently installed software. The County is licensing it for use now and in the future. The software is required to keep our Oracle financial system databases performing properly and efficiently. IT, Legal, Budget and Audit have all reviewed this agreement. The funding is being charged to two line items: 50% to 01.0100.0503.005741 and 50% to 01.0100.0503.004505, FY22. The department point of contact is Alison Gleason.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Mythics Redacted Agreement

Form Review

Inbox Reviewed By Date

Purchasing (Originator)

Joy Simonton

05/12/2022 10:42 AM

County Judge Exec Asst.

Becky Pruitt

05/12/2022 11:17 AM

Form Started By: Mary Watson Started On: 05/10/2022 11:52 AM

Final Approval Date: 05/12/2022





Phone: 757-816-7877 Fax: 757-412-1060 ail: rfussell@mythics.com

4525 Main Street, Suite 1500 Virginia Beach, VA 23462

Company Name: Williamson County Contact: Minnie Beteille Email: mbeteille@wilco.org Phone: 512.943.1448

Estimate Number
Estimate prepared on 5/09/2022 Valid through 5/27/22

	LICENSES AND SUPPORT						
Item Nbr	Oracle Product Description	Term	Oracle License Type	Number of Licenses	Discounted Unit Price	Extended Price	
1	Diagnostic Pack	Perpetual	Processor	6	\$ 4,155.75	\$ 24,934.50	
2	Software Update License and Support	5/15/22 - 10/31/23	Processor	6	\$ 914.27	\$ 8,040.52	
3	Tuning Pack	Perpetual	Processor	6	\$ 2,770.50	\$ 16,623.00	
4	Software Update License and Support	5/15/22 - 10/31/23	Processor	6	\$ 609.51	\$ 5,360.35	
5	Partitioning	Perpetual	Processor	6	\$ 6,372.15	\$ 38,232.90	
6	Software Update License and Support	5/15/22 - 10/31/23	Processor	6	\$ 1,401.87	\$ 12,328.80	
7	OLAP	Perpetual	Processor	6	\$ 12,744.30	\$ 76,465.80	
8	Software Update License and Support	5/15/22 - 10/31/23	Processor	6	\$ 2,803.75	\$ 24,657.60	
9	Advanced Security	Perpetual	Processor	2	\$ 8,311.50	\$ 16,623.00	
10	Software Update License and Support	5/15/22 - 10/31/23	Processor	2	\$ 1,828.53	\$ 5,360.35	
11	Diagnostic Pack	Perpetual	Named User Plus	150	\$ 83.12	\$ 12,467.25	
12	Software Update License and Support	5/15/22 - 10/31/23	Named User Plus	150	\$ 18.29	\$ 4,020.26	
13	Tuning Pack	Perpetual	Named User Plus	150	\$ 55.41	\$ 8,311.50	
14	Software Update License and Support	5/15/22 - 10/31/23	Named User Plus	150	\$ 12.19	\$ 2,680.17	
15	Partitioning	Perpetual	Named User Plus	150	\$ 127.44	\$ 19,116.45	
16	Software Update License and Support	5/15/22 - 10/31/23	Named User Plus	150	\$ 28.04	\$ 6,164.40	
17	OLAP	Perpetual	Named User Plus	150	\$ 254.89	\$ 38,232.90	
18	Software Update License and Support	5/15/22 - 10/31/23	Named User Plus	150	\$ 56.07	\$ 12,328.80	
19	Advanced Security	Perpetual	Named User Plus	150	\$ 166.23	\$ 24,934.50	
20	Software Update License and Support	5/15/22 - 10/31/23	Named User Plus	150	\$ 36.57	\$ 8,040.52	
					UBTOTAL: License	4 2.0,041.00	
				S	UBTOTAL: Support		
					*TOTAL	\$ 364,923.58	

*Applicable State taxes will be added unless an exemption is

Additional Information:
This quotation is an estimate and is an invitation for you to offer to purchase products and services from Mythics. Your order is subject to Mythics' acceptance and software licensing terms and conditions per reference to an existing icense/contract or a newly executed license accompanying your order

Mythics DUNS# 013358002 Mythics Fed Tax ID# CAGE CODE 1TA34 NAIC 423430

support services provided under Oracle's then current technical support policies located at http://www.oracle.com/support/policies.html
You agree that Mythics has the right to cancel your support due to non-payment. In reliance on your order, Mythics will issue a non-cancellable order with its supplier for software or hardware products ordered. Therefore all orders are non-cancellable. If that renewal is not received the cost will need to be revised.

By confirming, referencing or placing an order based on this quote, you are agreeing that the software products are being purchased for electronic delivery only and hence, is no transfer of tangible property.

Media is available for download at no additional cost at http://edelivery.oracle.com/

*Please note that the support for the products listed above will begin when Oracle processes this order. If you have a desired period of performance please make sure to discuss this with Mythics in advance delivering the purchase order.

It is a processed to that the support for the products listed above will begin when Oracle processes this order. If you have a desired period of performance please make sure to discuss this with Mythics in advance delivering the purchase order.

It is a validated by the products in the products in the products of the product of the product

Purchasine Instructions:
Please include the following statements in your order:
1. This order is placed pursuant to the terms and conditions of DIR-TSO-4158; US-GMA-1889764 2. Payment terms are:

License : Payment 1- \$137,970.90 Net 30

Payment 2- \$137,970.90 Due 10/15/22 Support:

Quarterly in Arrears from date of Booking

3. Mythics Estimate Number: 32822
Fax order to 757-412-1060 or email to: rfussell@mythics.com
Please note this pricing is subject to final management approval.

Oracle has made available to you the ordered programs for electronic download in accordance with the terms of section A of Appendix F of the agreement.

1. Agreement

This order incorporates by reference the terms of the Contracts for Products and Related Services between the State of Texas acting by and through the Department of Information Resources ("DIR") and Oracle America, Inc. ("Oracle"), effective July 27, 2018 (DIR Contract No. DIR-TSO-4158 Oracle Contract No. US-GMA-1889764) and all amendments and addenda thereto ("agreement"). The defined terms in the agreement shall have the same meaning in this order junless otherwise specified herein.

L-Summary of Fees
You have ordered programs, hardware, and/or 12 months of technical support services. Listed above is a summary of net fees due under this order. These fees are in US Dollars and are exclusive of any applicable shipping charges or applicable success. All fees are due in accordance with Appendix A, Section 8.1 of the agreement. The program licenses included on this order are for use in the U.S.

1. Delivery
1. Your purchase order must include the following delivery information Delivery Contact (Name, email address and telephone number) and Delivery Location (your name, full street address, city and zip code).
5. Oracle has made available to you the ordered programs for electronic download in accordance with the terms of section A of Appendix F of the agreement.

A. Offer Validity
The offer is valid through 5/27/22 and shall become binding as provided for in the agreement. As required in the agreement, your purchase order must be submitted with this ordering document and your purchase order must ncorporate by reference this ordering document, which is identified by the number listed in the lower left hand corner of the page.

Williamson County Mythics, Inc. Thomas Davis Authorized Signature Authorized Signature Thomas Davis Senior Director of Partner Contracts, CCMP Title 5/10/2022 Signature Date Signature Date Effective Date (To be completed by Oracle) _

Commissioners Court - Regular Session

Meeting Date: 05/17/2022

Receive the May 2022 Construction Summary Report and PowerPoint Presentation.

Submitted By: Marie Walters, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

35.

Agenda Item

Receive the May 2022 Construction Summary Report and PowerPoint Presentation.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

May 2022 Construction Summay Report

May 2022 PowerPoint Presentation

Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Becky Pruitt 05/12/2022 11:25 AM

Form Started By: Marie Walters Started On: 05/12/2022 08:03 AM Final Approval Date: 05/12/2022



ROAD BOND PROGRAM

Construction Summary Report

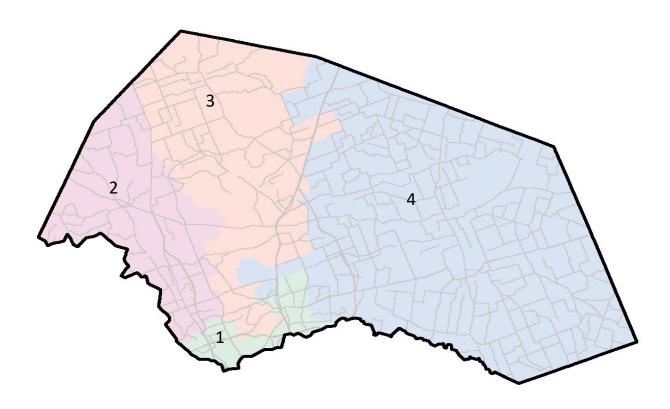
County Judge Bill Gravell, Jr.

Commissioners
Terry Cook
Cynthia Long
Valerie Covey
Russ Boles

May 2022

WWW.ROADBOND.ORG

Volume XXI - Issue No.05



Presented By:



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WILLIAMSON COUNTY ROAD BOND PROGRAM

COMPLETED PROJECTS

CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF APRIL 2022

- 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 APRIL 2022

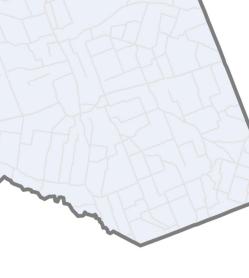
- RM 1869 at SH 29 (signal) Aug 2002
- River Bend Oaks Feb 2003
- County Road 175 Jun 2003
- County Road 200 Sep 2003
- Ronald Reagan Blvd, South Ph. 1 Dec 2004
- County Road 214 Feb 2005
- County Road 258 Sep 2006
- San Gabriel Pkwy, Ph. 1 Feb 2007
- Ronald Reagan Blvd North Ph. 1 Mar 2007
- Lakeline 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 APRIL 2022

- 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



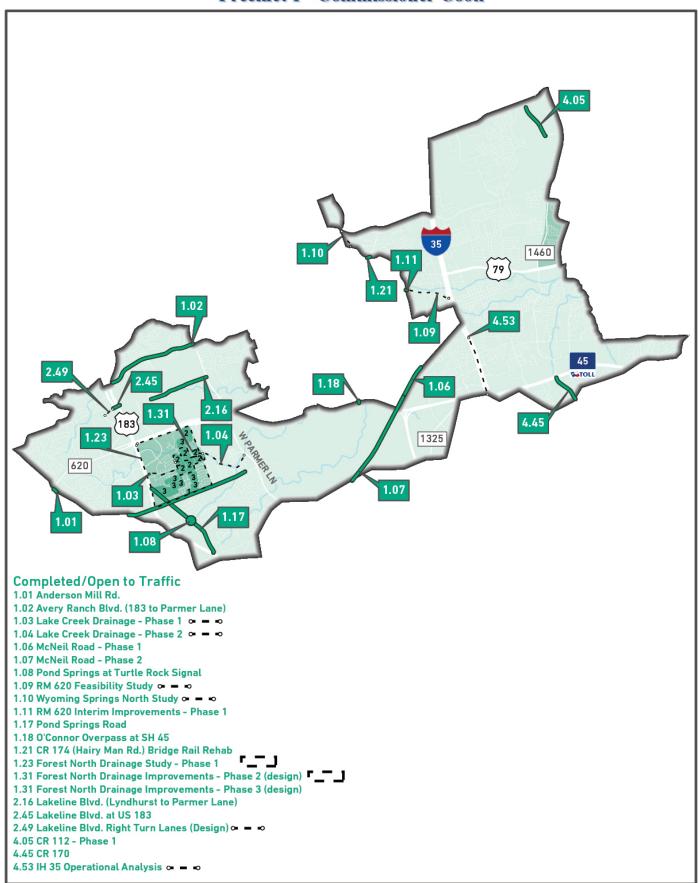
WILLIAMSON COUNTY ROAD BOND PROGRAM

COMPLETED PROJECTS

CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF APRIL 2022

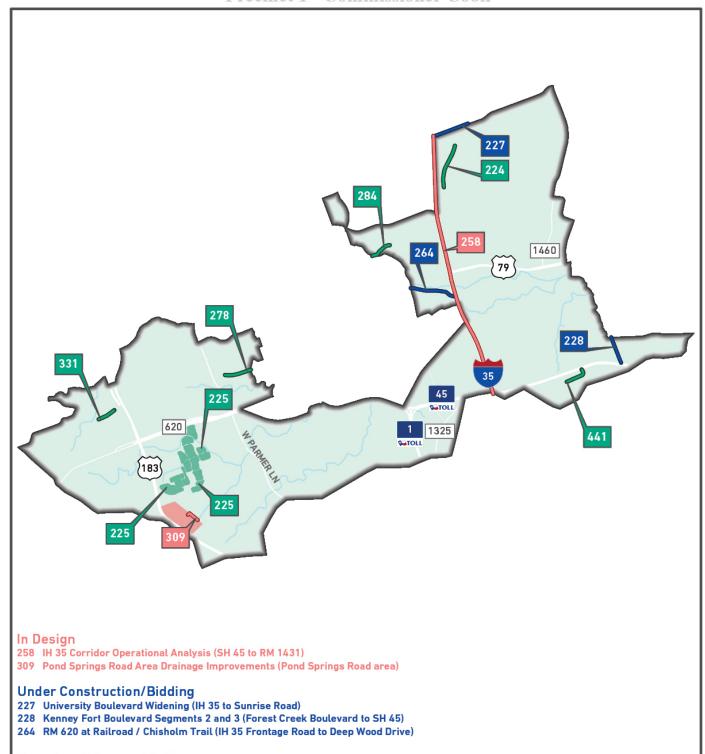
- Bridge Replacements (CR 390, 406 & 427) Nov 2002
- County Road 368 and 369 Nov 2002
- County Road 412 Aug 2003
- County Road 300 and 301 Dec 2003
- County Road 424 Bridge Replacement Jan 2004
- Chandler Rd. Extension, Ph. 1 Mar 2005
- County Road 112, Ph. 1 Aug 2005
- County Road 137 Oct 2005
- Limmer 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



2013 ROAD BOND PROGRAM PROJECTS

Precinct 1 - Commissioner Cook

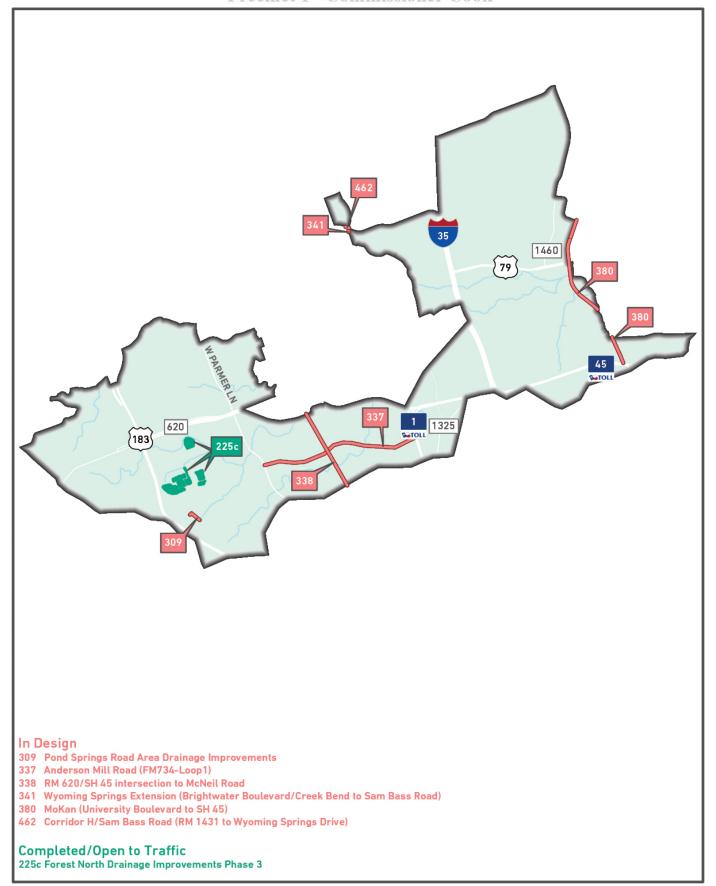


Completed/Open to Traffic

- 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



North Mays Street Extension Phase 1 (Paloma Drive to Oakmont Drive)

Project No. 1810-265							Original Contract Price = \$10,775,835		
Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	<u>Days</u> <u>Added</u>	<u>Total</u> <u>Days</u>
11/14/2018	12/4/2018	1/18/2019	1/28/2019	12/16/2020			410	279	689
Invoice	Beginning	Ending	Days	Current	Invoiced	Current	<u>Total</u>	<u>% (\$)</u>	% Time
Number	Date	Date	Charged	Invoice	<u>Total</u>	Retainage	Retainage	Used	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	13	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	25	31
8	9/1/2019	9/30/2019	30	\$2,393,911.61	\$5,022,301.54	\$265,990.17	\$558,033.50	47	36
9	10/1/2019	10/31/2019	31	\$724,961.48	\$5,747,263.02	\$80,551.28	\$638,584.78	54	40
10	11/1/2019	11/30/2019	30	\$378,890.89	\$6,126,153.91	\$42,098.99	\$680,683.77	58	45
11	12/1/2019	12/31/2019	31	\$341,316.16	\$6,467,470.07	\$37,924.02	\$718,607.79	61	49
12	1/1/2020	1/31/2020	31	\$258,548.22	\$6,726,018.29	\$28,727.58	\$747,335.37	64	54
13	2/1/2020	2/29/2020	29	\$191,886.33	\$6,917,904.62	\$21,320.70	\$768,656.07	65	58
14	3/1/2020	3/31/2020	31	\$176,371.44	\$7,094,276.06	\$19,596.83	\$788,252.90	67	62
15	4/1/2020	4/30/2020	30	\$395,476.16	\$7,489,752.22	\$43,941.79	\$832,194.69	71	67
16	5/1/2020	5/31/2020	31	\$277,797.27	\$7,767,549.49	\$30,866.36	\$863,061.05	73	71
17	6/1/2020	6/30/2020	30	\$385,340.38	\$8,152,889.87	\$42,815.60	\$905,876.65	77	75
18	7/1/2020	7/31/2020	31	\$418,604.43	\$8,571,494.30	\$46,511.61	\$952,388.26	81	80
19	8/1/2020	8/31/2020	31	\$202,731.51	\$8,774,225.81	\$22,525.72	\$974,913.98	83	84
20	9/1/2020	9/30/2020	30	\$117,670.32	\$8,891,896.13	\$13,074.48	\$987,988.46	84	89
21	10/1/2020	10/31/2020	31	\$305,827.52	\$9,197,723.65	\$33,980.83	\$1,021,969.29	87	93
22	11/1/2020	11/30/2020	30	\$190,635.28	\$9,388,358.93	\$21,181.70	\$1,043,150.99	89	98
23	12/1/2020	12/31/2020	16	\$338,985.41	\$9,727,344.34	\$37,665.05	\$1,080,816.04	92	100
24	1/1/2021	2/28/2021	0	\$165,603.43	\$9,892,947.77	\$18,400.38		94	100
25	3/1/2021	5/31/2021	0	\$1,535,933.64	\$11,428,881.41	-\$1,099,216.42	\$0.00	97	100
26	6/1/2021	12/31/2021	0	\$18,800.00	\$11,447,681.41	\$0.00	\$0.00	97	100
	3.1.2021	-2.51.2021	v	Ψ10,000.00	,,	Ψ3.00	Ψ0.00		100

4/30/2022 Comments - Oncor illumination installed and coordination for revegetation work under bridge began.

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.

 Change Order Number
 Approved
 Cost This CO
 Total COs

 7
 4/12/2022
 \$302,109.20
 \$ 975,144.93

2E: Differing Site Conditions (unforseeable). Miscellaneous difference in site conditions (unforseeable). This Change Order provides the interim final balancing for the overrun/underrun of Contract quanities on the project as a result of addressing field conditions not accounted for in the original plans. This Change Order adds items to compensate the contractor for various work including installation of soil stabilization measures under the bridge. 4B: Third Party Accommodation. Third party requested work. This Change Order also adds a Force Account item to pay for the installation of Oncor illumination poles, wire and conduit south of the bridge

Adjusted Price = \$11,750,980.68

Forest North Phase 3 Project No. 3866 Original Contract Price = \$4,793,058.15									
<u>Letting</u>	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	<u>Days</u> <u>Added</u>	Total Days
4/23/2020	5/5/2020	6/1/2020	6/11/2020	1/7/2022			600	2	602
Invoice Number 1 2 3 4 5 6 7 8 9 10 11 12 13	Beginning Date 6/11/2020 7/1/2020 8/1/2020 9/1/2020 10/1/2020 11/1/2020 12/1/2020 1/1/2021 2/1/2021 3/1/2021 4/1/2021 6/1/2021	Ending Date 6/30/2020 7/31/2020 8/31/2020 9/30/2020 11/30/2020 11/30/2020 12/31/2021 2/28/2021 3/31/2021 4/30/2021 5/31/2021 6/30/2021	Days Charged 20 31 31 30 31 30 31 30 31 30 31 31 28 31 30 31	Current Invoice \$162,371.70 \$312,289.20 \$290,125.80 \$287,032.05 \$468,464.76 \$206,112.42 \$311,530.68 \$169,934.92 \$206,865.00 \$214,908.30 \$109,026.67 \$51,380.93 \$132,931.80	Invoiced Total \$162,371.70 \$474,660.90 \$764,786.70 \$1,051,818.75 \$1,520,283.51 \$1,726,395.93 \$2,037,926.61 \$2,207,861.53 \$2,414,726.53 \$2,629,634.83 \$2,738,661.50 \$2,790,042.43 \$2,922,974.23	Current Retainage \$18,041.30 \$34,698.80 \$32,236.20 \$31,892.45 \$52,051.64 \$22,901.38 \$34,614.52 \$18,881.66 \$22,985.00 \$23,878.70 \$12,114.07 \$5,708.99 \$14,770.20	Total Retainage \$18,041.30 \$52,740.10 \$84,976.30 \$116,868.75 \$168,920.39 \$191,821.77 \$226,436.29 \$245,317.95 \$268,302.95 \$292,181.65 \$304,295.72 \$310,004.71 \$324,774.91	% (\$) <u>Used</u> 4 10 17 23 34 38 45 49 53 58 60 62 65	% Time <u>Used</u> 3 8 14 19 24 29 34 39 44 49 54 59 64
14 15	7/1/2021 8/1/2021	7/31/2021 8/31/2021	31 31	\$187,562.29 \$298,473.57	\$3,110,536.52 \$3,409,010.09	\$20,840.26 \$33,163.73	\$345,615.17 \$378,778.90	69 75	69 74
16 17 18 19 20	9/1/2021 10/1/2021 11/1/2021 12/1/2021 1/1/2022	9/30/2021 10/31/2021 11/30/2021 12/31/2021 1/31/2022	30 31 30 31 7	\$443,259.14 \$305,424.55 \$349,058.60 \$207,174.81 \$28,359.87	\$3,852,269.23 \$4,157,693.78 \$4,506,752.38 \$4,713,927.19 \$4,742,287.06	-\$176,027.89 \$16,074.98 \$18,371.50 \$10,903.94 \$1,492.63	\$202,751.01 \$218,825.99 \$237,197.49 \$248,101.43 \$249,594.06	81 87 94 99	79 84 89 95 96
21	2/1/2022	2/28/2022	0	\$7,514.50	\$4,749,801.56	\$395.50	\$249,989.56	99	96

4/30/2022 Comments - Coordinating with the City of Austin, regarding final channel grading at downstream end.

Change Order Number Approved Cost This CO Total COs 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.

Cost This CO Change Order Number Approved Total COs 27,370.92 02 10/6/2020 \$5,017.92

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.

Cost This CO Change Order Number Approved Total COs 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 Cost This CO Total COs Approved 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.

\$ Total COs Cost This CO \$ 5,117.00 Change Order Number Approved \$ 1/12/2021

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.

Cost This CO Total COs Change Order Number 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.

 Change Order Number
 Approved
 Cost This CO
 Total COs

 10
 4/12/2022
 \$ 142,048.42
 \$ 452,622.01

3F: Additional work desired by the County County Convenience. This Change Order provides the balancing for the overrun and underrun of Contract quantities on the project paid for by the City of Austin. All changes were approved by the City prior to the work being performed.

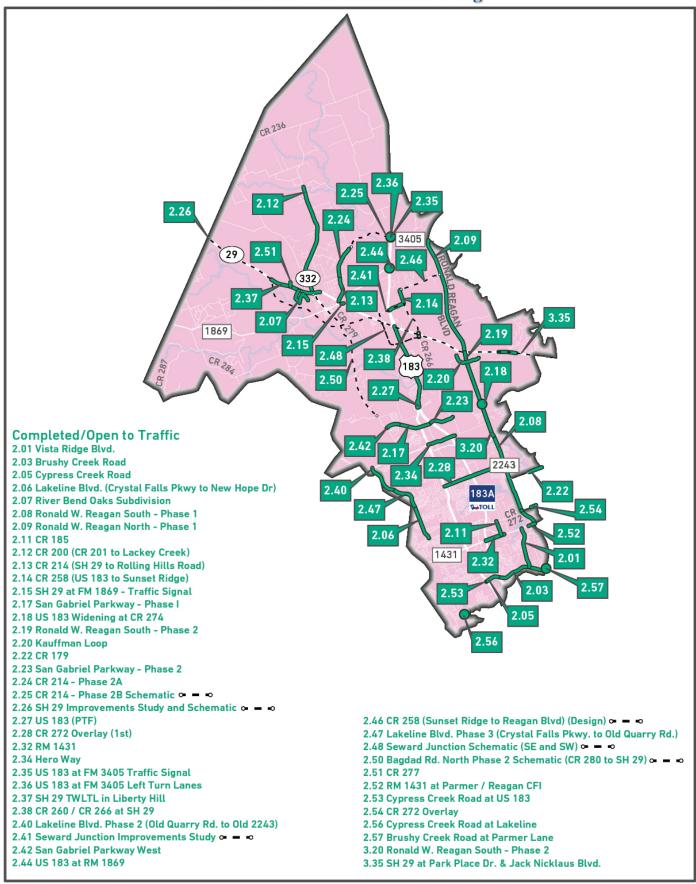
 Change Order Number
 Approved
 Cost This CO
 Total COs

 11
 4/12/2022
 \$ (211,080.35)
 \$ 241,541.66

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.

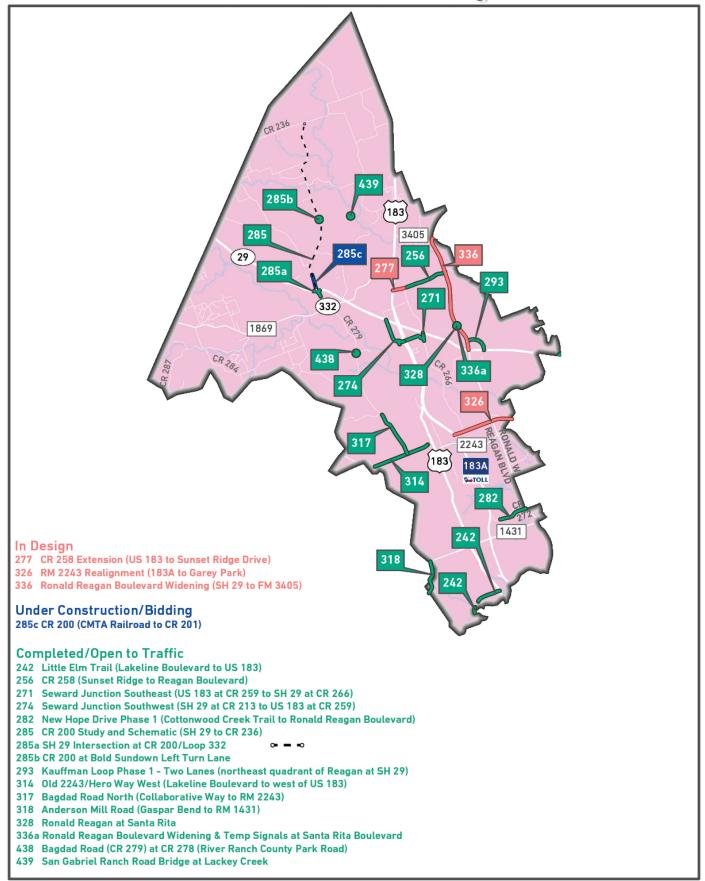
Adjusted Price = \$5,034,599.81

2000/2006 Road Bond Program Projects Precinct 2 - Commissioner Long



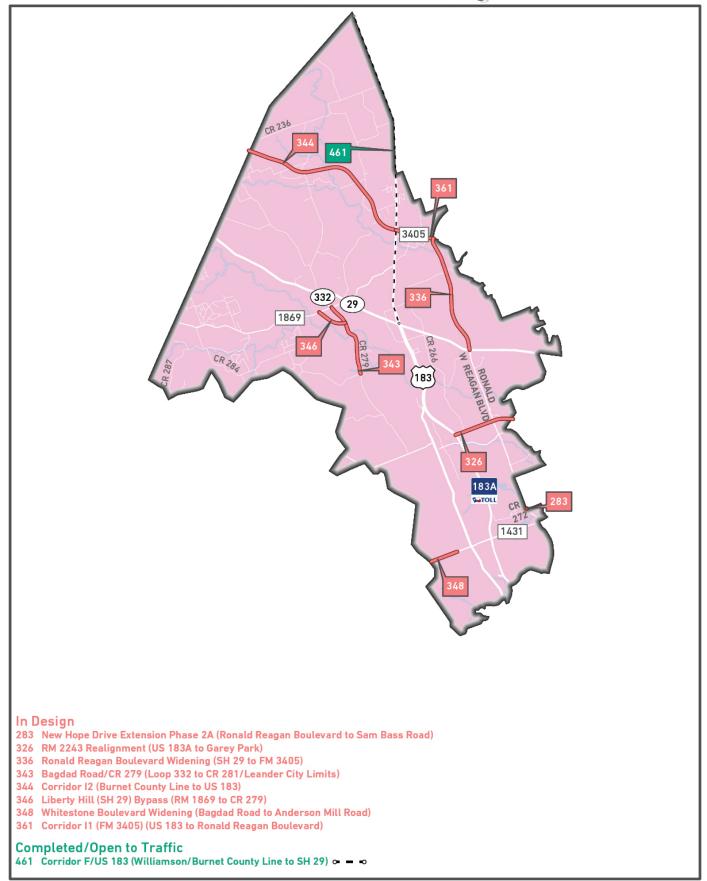
2013 ROAD BOND PROGRAM PROJECTS

Precinct 2 - Commissioner Long



2019 ROAD BOND PROGRAM PROJECTS

Precinct 2 - Commissioner Long



Seward Junction Improvements (SH 29 to CR 266 & CR 259 to SH 29) Project No. 1812-282

Project No. 1812-282						C	riginal Contr	\$13,270,258.10	
Letting	Award	Notice To	Begin	Substantial	Completion		Total Bid	Days	<u>Total</u>
		Proceed	Work	Completion	Certificate		<u>Days</u>	Added	<u>Days</u>
12/19/2018	3/5/2019	4/22/2019	5/2/2019	3/15/2021			600	84	684
Invoice	Beginning	Ending	Days	Current	Invoiced	Current	<u>Total</u>	<u>% (\$)</u>	% Time
<u>Number</u>	Date	<u>Date</u>	Charged	Invoice	<u>Total</u>	Retainage	Retainage	Used	<u>Used</u>
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		\$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		\$1,378.67	\$254,309.21	99	100

4/30/2022 Comments - Awaiting spring grass growth before processing Certificate of Completion.

 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.

 $\begin{array}{c|cccc} \underline{\text{Change Order Number}} & \underline{\text{Approved}} & \underline{\text{Cost This CO}} & \underline{\text{Total COs}} \\ 03 & 7/21/2020 & \$3,372.67 & \$125,625.78 \end{array}$

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

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.

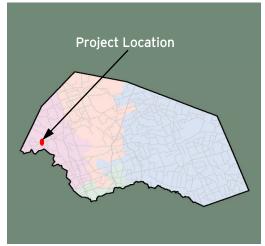
 Change Order Number
 Approved
 Cost This CO
 Total COs

 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: 0.947 Miles Roadway Classification: Rural Collector

Project Schedule: November 2021 - September 2022

Estimated Construction Cost: \$5.0 Million



APRIL 2022 IN REVIEW

4/1/2022: Smith Contracting completed the second course of flexible base on the west side of CR 200 south of Clark Place to the north end of the project. Crews poured concrete curb at Clark Place.

4/8/2022: Subcontractor Lone Star Paving seal coated and placed the Type B hot mix asphalt on the proposed southbound lane from the north end of the project to just south of Clark Place. Subcontractor DIJ striped the new section of roadway and opened it up to traffic.

4/15/2022: Smith Contracting continued excavating to subgrade on the proposed east half of CR 200 south of the railroad tracks. Smith completed installing the boxes for the upstream portion of Culvert 2 and installed the double 30 inch concrete pipe (RCP) across Stage Coach.

4/22/2022: Smith Contracting began placing flexible base on the lime treated subgrade for northbound CR 200 from Stage Coach to the south. The contractor formed and poured the upstream headwall at Culvert 2 north of Sundance Ranch entrance.

4/29/2022: Smith Contracting placed flexible base on the proposed northbound half of CR 200 south of the railroad tracks.





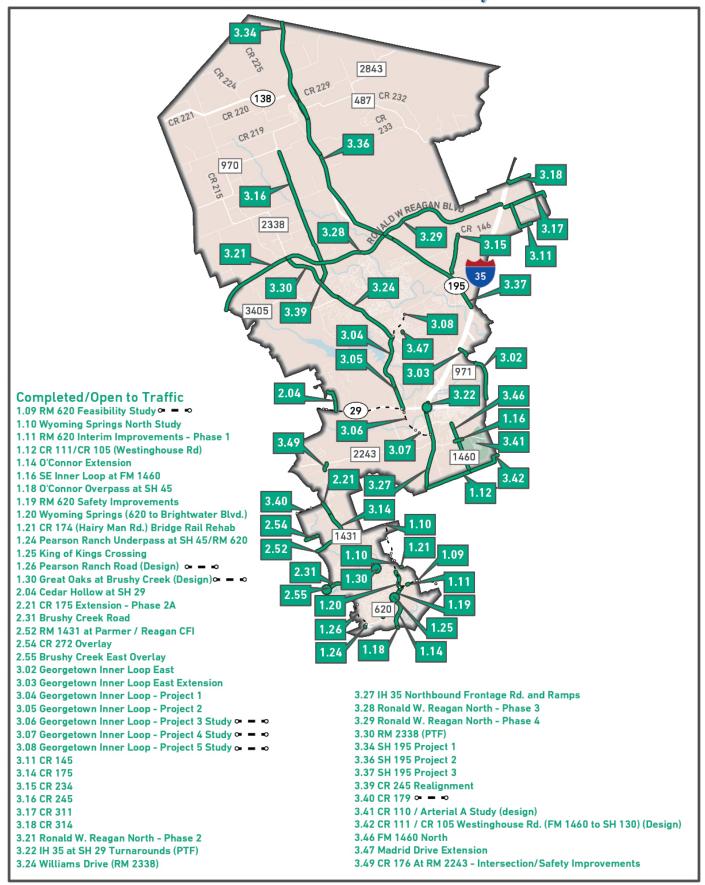
Design Engineer: Jones & Carter Contractor: M.A. Smith Contracting Construction Observation: Bruce Thurin, HNTB

Williamson County Road Bond Program

CR 200 Reconstruction

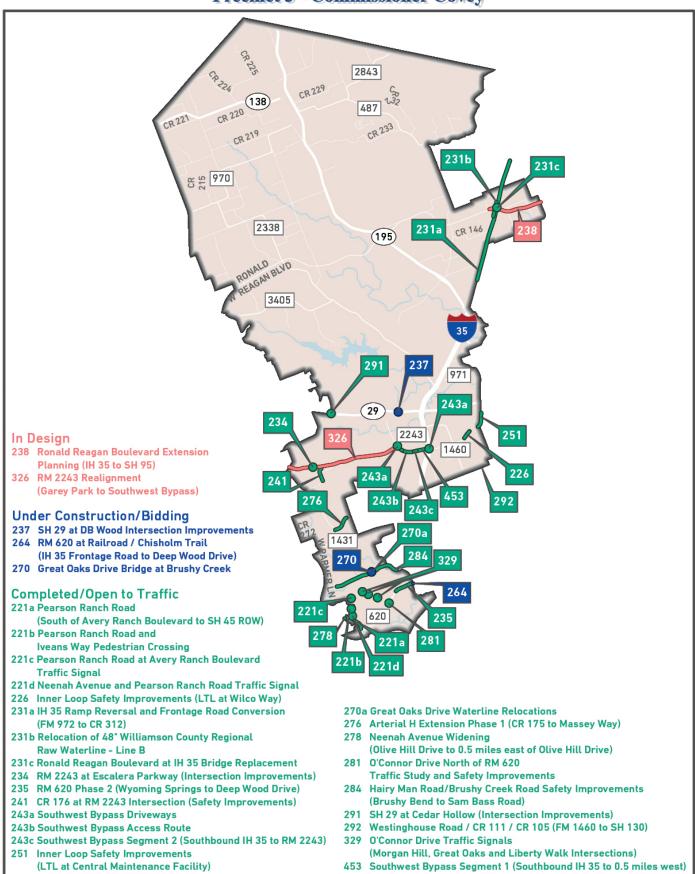
Project No.	T5023		(Original Contract Price =		\$4,975,515.09			
<u>Letting</u>	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	<u>Days</u> <u>Added</u>	Total <u>Days</u>
9/8/2021	9/30/2021	11/15/2021	11/25/2021				308		308
Invoice	Beginning	Ending	<u>Days</u>	Current	Invoiced	Current	<u>Total</u>	<u>% (\$)</u>	% Time
Number	Date	Date	Charged	Invoice	<u>Total</u>	Retainage	Retainage	Used	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
5	3/1/2022	3/28/2022	28	\$360,789.80	\$360,789.80	\$40,087.75	\$40,087.75	40	44
9/30/2021	Comments -	Notice to Proc	eed on 11/15/2	1 with time char	ges beginning 11/	/25/21.			
							Adjus	ted Price =	\$4,975,515.09

2000/2006 Road Bond Program Projects Precinct 3 - Commissioner Covey



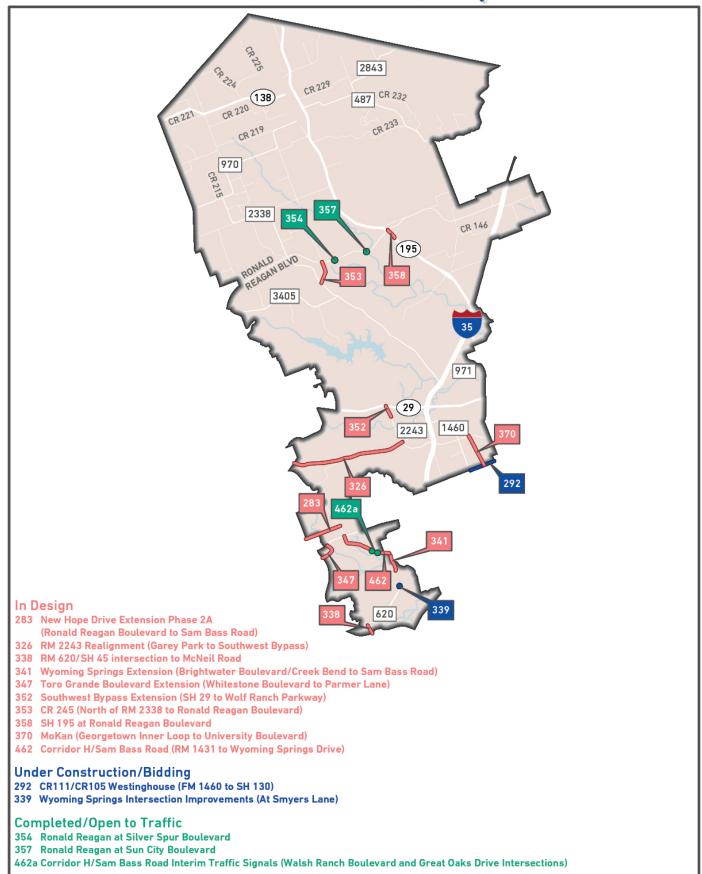
2013 ROAD BOND PROGRAM PROJECTS

Precinct 3 - Commissioner Covey



2019 ROAD BOND PROGRAM PROJECTS

Precinct 3 - Commissioner Covey



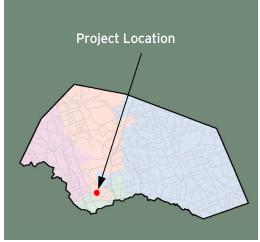
Ronald Reagan at Silver Spur / Ronald Reagan at Sun City Intersections (Intersection Improvementst)

Project No.	T1873					C	Original Contra	act Price =	\$875,350.00
Letting	<u>Award</u>	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	<u>Days</u> <u>Added</u>	<u>Total</u> <u>Days</u>
10/6/2020	10/13/2020	11/24/2020	12/8/2020	6/11/2021	1/12/2022		142	44	186
<u>Invoice</u> Number	Beginning Date	Ending Date	<u>Days</u> Charged	Current Invoice	Invoiced Total	Current Retainage	<u>Total</u> Retainage	<u>% (\$)</u> 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
4/30/2022	Comments -	Certificate of A	cceptance wil	l be issued once f	inal documentation	n is received.			
Change Order N	Number		Approved			Cost This CO			Total COs

<sup>01 11/9/2021 -\$29,746.06 \$ (29,746.06)
2</sup>E: 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 Spur to maintain the existing profile and placing block sod in the center median of Silver Spur.

Adjusted Price = \$845,603.94





(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



APRIL 2022 IN REVIEW

4/1/2022: DeNucci graded for and placed the cement treated moisture barrier at Wall 2R and 2C. Subcontractor Greater Austin completed forming and pouring the bridge cap and backwall at Abutment 1 (south).

4/8/2022: DeNucci began installing the MSE panels for Wall 2R, 2C, 2L and the temporary wall at Wall 2. Subcontractor Greater Austin completed removing the formwork and applying the surface finish at the bridge cap and backwall at Abutment 1 (south).

4/15/2022: DeNucci completed backfilling the sidewalk on the southeast corner of Great Oaks Drive. DeNucci also placed the moisture barrier for the length of retaining Wall 2L.

4/22/2022: DeNucci placed the moisture barrier for the remaining length of retaining Wall 2R and at Abutment 6. The contractor also placed 18 inch storm sewer pipe and drop inlets at the west end of Wall 2L.

4/29/2022: DeNucci excavated for and placed the stone rip rap in the downstream ditch from Culvert G. The contractor also processed and placed the cement moisture barrier for the temporary wall just south of Wall 3L.



Design Engineer: P.E. Structural Contractor: DeNucci Constructors Construction Observation: Tracy Cooper, HNTB

Williamson County Road Bond Program



Great Oaks Drive Improvements at Brushy Creek

Project No.	T4327					C	riginal Contra	act Price =	\$10,580,634.11
Letting	<u>Award</u>	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	<u>Days</u> <u>Added</u>	Total Days
6/30/2021	8/3/2021	9/3/2021	9/13/2021				585		585
Invoice	Beginning	Ending	<u>Days</u>	Current	Invoiced	Current	<u>Total</u>	<u>% (\$)</u>	% Time
Number	Date	Date	Charged	Invoice	<u>Total</u>	Retainage	Retainage	Used	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 Proce	eed was issued	l on 9/3/21 with t	time charges begin	nning 9/13/21.			
Change Order N	Number_		<u>Approved</u> 3/29/2022			Cost This CO 29,487.96			Total COs 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	,	p-0			(Original Contr	act Price =	\$3,964,380.00
Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	<u>Days</u> <u>Added</u>	Total Days
11/18/2020	12/8/2020	2/8/2021	2/18/2021	12/8/2021	3/18/2022		309	0	309
Invoice	Beginning	Ending	Days	Current	Invoiced	Current	Total	<u>% (\$)</u>	% Time
Number	Date	Date	Charged	Invoice	<u>Total</u>	Retainage	Retainage	Used	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

4/30/2022 Comments - Certificate of Completion issued.

 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.

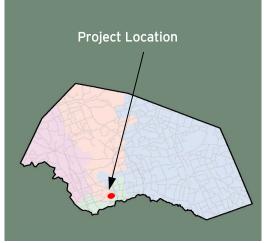
 Change Order Number
 Approved
 Cost This CO
 Total COs

 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



APRIL 2022 IN REVIEW

4/1/2022: Capital Excavation continued to prepare subgrade for lime treatment and excavate the ditch line on the CR 110 portion of the project. Subcontractor for Oncor continued to drill holes for relocating power poles.

4/8/2022: Capital Excavation excavated and placed embankment for the roadway on CR 111 West of Bell Gin. Subcontractor Custom Trenching continued trenching for water line near Gateway School.

4/15/2022: Capital Excavation placed concrete riprap in the ditch along CR 110, installed concrete pipe (RCP) at driveways on CR 110. Subcontractor Custom Trench trenched for the proposed 42 inch RCP and wastewater casing near Gateway School.

4/22/2022: Capital Excavation completed concrete riprap and stone matrix in the ditch lines and installed concrete pipe (RCP). Subcontractor Custom Trench trenched for the proposed wastewater casing near Gateway School.

4/29/2022: Capital Excavation installed the 24 inch steel encasement for the future wastewater line just east of the Gateway School. Subcontractor for Oncor continues to install power poles throughout the project.





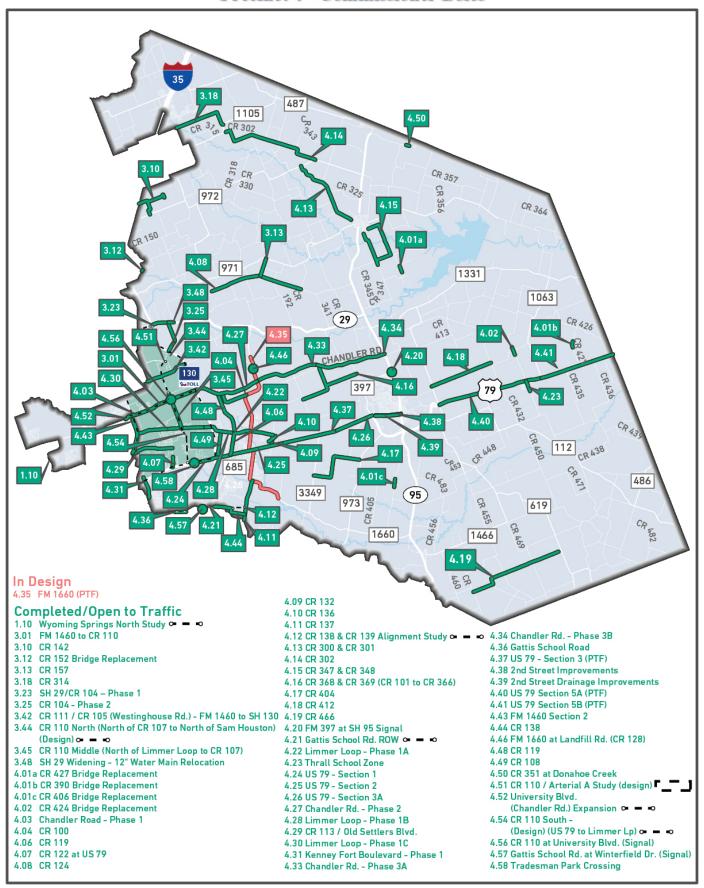
Design Engineer: Steger Bizzell Contractor: Capital Excavation Construction Observation: Chuck Evans, HNTB

Williamson County Road Bond Program

CR 111 Westinghouse Road

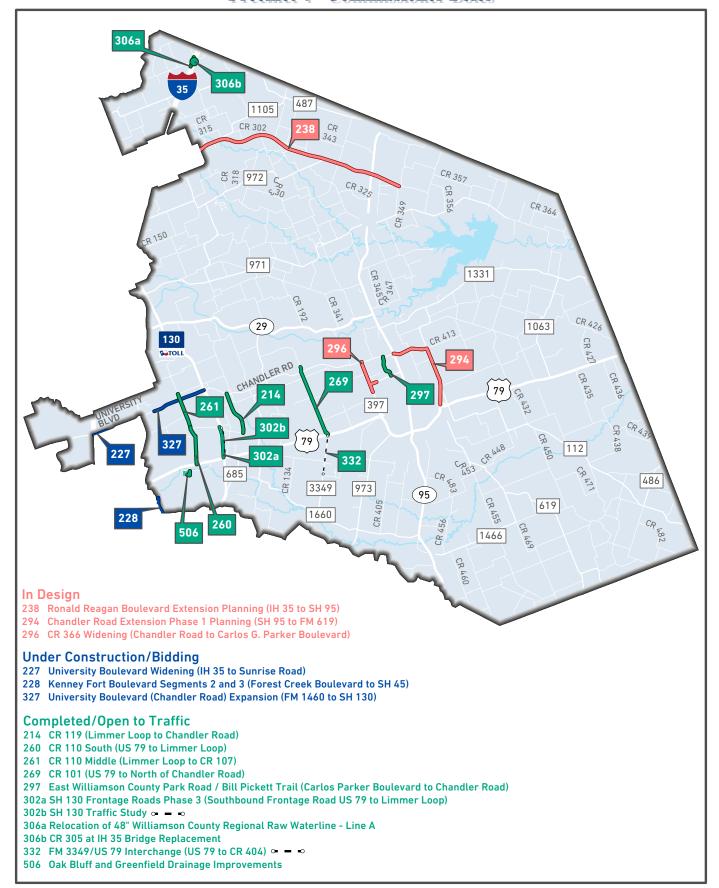
Project No.	22IFB39		(Original Contr	\$21,024,332.88				
Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	<u>Days</u> <u>Added</u>	<u>Total</u> <u>Days</u>
12/15/2021	1/11/2022	1/20/2022	1/30/2022				700		700
Invoice	Beginning	Ending	Days	Current	Invoiced	Current	<u>Total</u>	<u>% (\$)</u>	% Time
Number	Date	Date	Charged	Invoice	<u>Total</u>	Retainage	Retainage	Used	Used
1	2/1/2022	2/28/2022	28	\$142,149.86	\$142,149.86	\$15,794.43	\$15,794.43	1	4
2	3/1/2022	3/31/2022	31	\$1,624,724.26	\$1,766,874.12	\$180,524.92	\$196,319.35	9	8
1/31/2022	Comments -	Notice to Proc	eed was given	on 1/20/22 with t	ime charges begir	nning on 1/30/2	22.		
						•	Adjus	sted Price =	\$21,024,332.88

2000/2006 Road Bond Program Projects Precinct 4 - Commissioner Boles



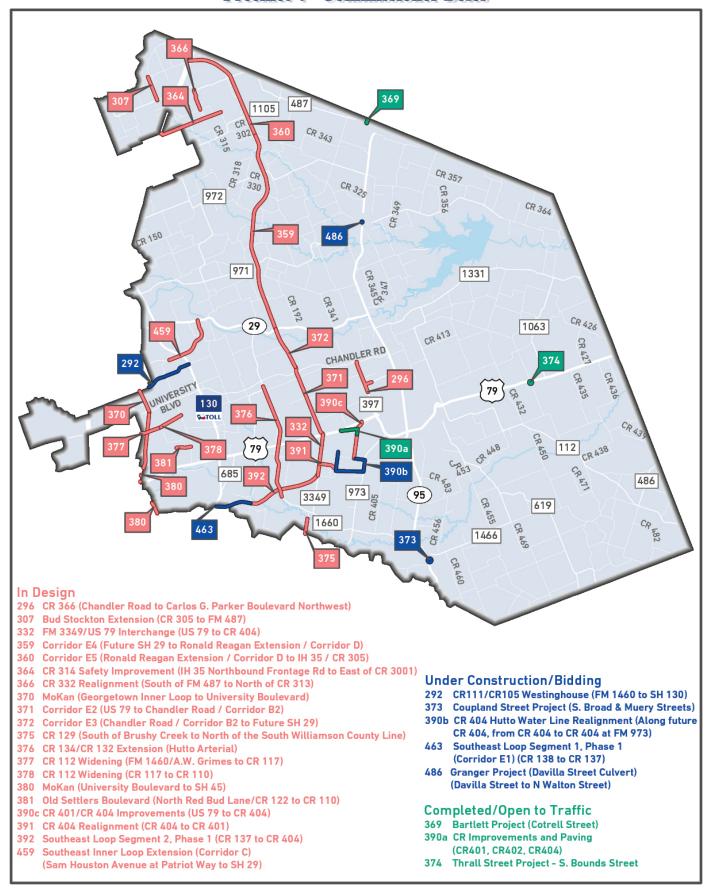
2013 ROAD BOND PROGRAM PROJECTS

Precinct 4 - Commissioner Boles



2019 ROAD BOND PROGRAM PROJECTS

Precinct 4 - Commissioner Boles



26

6/1/2021

8/31/2021

Project No.	1809-261						Original Cont	tract Price =	\$8,910,862.73
Letting	<u>Award</u>	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	<u>Days</u> <u>Added</u>	<u>Total</u> <u>Days</u>
12/14/2018	2/5/2019	4/26/2019	5/6/2019	10/20/2020	6/29/2021		390	144	534
Invoice	Beginning	Ending	Days	Current	Invoiced	Current	<u>Total</u>	<u>% (\$)</u>	% Time
Number	Date	Date	Charged	Invoice	Total	Retainage	Retainage	Used	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

4/30/2022 Comments - Processing 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
 10/8/2019
 \$66,291.83
 \$66,291.83

\$64,415.21 \$8,353,607.49

\$1,314.60

\$170,481.79

100

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.

 $\begin{array}{c|ccccc} \underline{\text{Change Order Number}} & \underline{\text{Approved}} & \underline{\text{Cost This CO}} & \underline{\text{Total COs}} \\ 06 & 2/2/2021 & \$46,375.56 & \$146,496.51 \end{array}$

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.

<u>Change Order Number</u> <u>Approved</u> <u>Cost This CO</u> <u>Total COs</u>

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

	•	
Project	Nο	2138

Project No.	2138	<u> </u>					Original Cont	ract Price =	\$13,092,842.00
<u>Letting</u>	<u>Award</u>	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid <u>Days</u>	<u>Days</u> <u>Added</u>	<u>Total</u> <u>Days</u>
10/10/2019	11/5/2019	6/26/2020	7/6/2020	3/1/2022			540		540
Invoice	Beginning	Ending	<u>Days</u>	Current	Invoiced	Current	<u>Total</u>	<u>% (\$)</u>	% Time
Number	Date	Date	Charged	Invoice	Total	Retainage	Retainage	Used	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
21	3/1/2022	3/31/2022	1	\$174,865.08	\$11,404,633.77	\$9,203.42	\$600,243.85	92	111

4/30/2022 Comments - Substantial Completion issued for 3/1/22. Processing Final Balancing Change Order and Certificate of Acceptance remains.

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.

Cost This CO Total COs Change Order Number Approved 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 Cost This CO Total COs Approved 9/28/2021 81,281.83 308,452.55

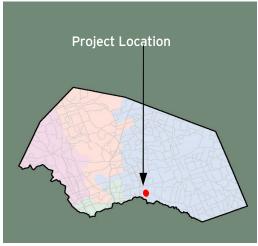
3B: County Convenience. Public relations improvement. This change order changes the pavement section from typical flexible base to full-depth asphalt at south end tie-in to existing pavement, adds a driveway for a landowner and adds a sixth wire and water gap fence across Little Mustang Creek.

Change Order Number Total COs Cost This CO Approved (58,067.26) 04 9/28/2021 (366,519.81)

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



APRIL 2022 IN REVIEW

4/1/2022: James Construction (JCG) continued placing the drainage line between retaining walls 4 and 2. JCG continued excavating for walls 1, 1A and 2.

4/8/2022: JCG placed drainage lines between retaining walls 2 and 3 on the east side of the Southgate construction driveway and behind the Bridge Church. Crews formed and poured parts of the coping level-up on walls 4, 5 and 7.

4/15/2022: JCG placed drainage lines between retaining walls 2 and 3. AT&T began relocating utility line between Dana Drive and the Bridge Church. Montes Construction poured the concrete slab covering the new septic line.

4/22/2022: JCG excavated and placed fill material in the Wolfe pond, in order to access the drill shafts for Bent 4 on the SCS Pond Bridge. AT&T continued their relocation of utility lines near Secretariat Drive.

4/29/2022: JCG placed MSE panels for retaining walls 2 and 3. JCG poured a portion of retaining Wall 1 and formed the remainder of the wall. JCG placed roadway embankment between the Bridge Church driveway and Wall 3, and began excavating for the Wall 1A footing.





Design Engineer: RTG Contractor: James Construction Construction Observation: Kyle McCoy, HNTB

Williamson County Road Bond Program

Project No.		st Loop Seg.					Original Contr	act Price =	\$11,526,789.09
<u>Letting</u>	<u>Award</u>	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid <u>Days</u>	<u>Days</u> <u>Added</u>	<u>Total</u> <u>Days</u>
3/30/2021	4/27/2021	7/12/2021	7/19/2021				534	24	558
Invoice	Beginning	Ending	Days	Current	Invoiced	Current	<u>Total</u>	<u>% (\$)</u>	% Time
Number	Date	Date	Charged	Invoice	<u>Total</u>	Retainage	Retainage	Used	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
8	3/1/2022	3/31/2022	31	\$815,310.79	\$3,719,553.95	\$90,590.09	\$413,283.77	34	46

4/30/2022 Comments - Waiting on pricing and signature from contractor for Change Order 2.

 Change Order Number
 Approved
 Cost This CO
 Total COs

 01
 8/3/2021
 148,710.35
 148,710.35

Adjusted Price = \$11,675,499.44

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.

Project Name: Thrall Project - South Bounds Street

Change Order Number

Project No.	21IFB15			Original Contract Price =		\$889,988.00			
<u>Letting</u>	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	<u>Days</u> <u>Added</u>	<u>Total</u> <u>Days</u>
9/23/2021	10/19/2021	11/9/2021	11/12/2021	1/18/2022			75	0	75
Invoice	Beginning	Ending	Days	Current	Invoiced	Current	<u>Total</u>	<u>% (\$)</u>	% Time
Number	Date	Date	Charged	Invoice	<u>Total</u>	Retainage	Retainage	Used	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	88	80
3	2/1/2022	2/28/2022	0	\$37,813.50	\$688,940.33	\$4,201.50	\$76,548.93	93	80

Cost This CO

Approved

 Change Order Number
 Approved
 Cost This CO
 Total COs

 02
 -117,101.20
 -69,664.20

Adjusted Price = \$820,323.80

Total COs

<sup>01 2/16/2022 47,437.00 47,437.00 47,437.00
2</sup>G. 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.

²E. Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable). This Change Order provides the final balancing for the overruns/underruns of contract quantities on the project that are a result of addressing field conditions 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.

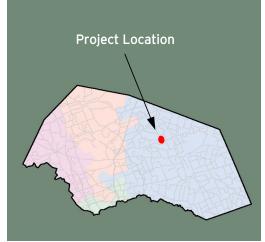
Project Name: Bartlett Project - Cotrell Street

	3					Original Contra	act Price =	\$419,919.00
Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	<u>Days</u> <u>Added</u>	<u>Total</u> <u>Days</u>
10/20/2021	11/10/2021	11/20/2021	2/18/2022			70	21	91
Beginning Date 11/20/2021 Comments -	Ending Date 2/18/2022 Certificate of C	<u>Days</u> <u>Charged</u> 91 Completion wil	Current Invoice \$366,507.14 Il be issued once	Invoiced Total \$366,507.14 final documentati	Current Retainage \$40,723.02 on is received.	Total Retainage \$40,723.02	% (\$) <u>Used</u> 98	% Time Used 100
overruns/underruns of contract quantities on the project that are a result of add								
	Award 10/20/2021 Beginning Date 11/20/2021 Comments - Number ite Conditions (runs of contract	Award Notice To Proceed 10/20/2021 11/10/2021 Beginning Ending Date Date 11/20/2021 2/18/2022 Comments - Certificate of Certif	Award	21IFB16 Award Notice To Proceed Begin Work Substantial Completion 10/20/2021 11/10/2021 11/20/2021 2/18/2022 Beginning Date Date Charged Invoice Invoice 11/20/2021 2/18/2022 91 \$366,507.14 Comments - Certificate of Completion will be issued once Approved 3/29/2022 3/29/2022 ite Conditions (unforeseeable). Miscellaneous difference in siturus of contract quantities on the project that are a result of additional contract quantities on the project that are a result of additional contract quantities on the project that are a result of additional contract quantities on the project that are a result of additional contract quantities on the project that are a result of additional contract quantities on the project that are a result of additional contract quantities on the project that are a result of additional contract quantities on the project that are a result of additional contract quantities on the project that are a result of additional contract quantities on the project that are a result of additional contract quantities on the project that are a result of additional contract quantities on the project that are a result of additional contract quantities on the project that are a result of additional contract quantities on the project that are a result of additional contract quantities on the project that are a result of additional contract quantities on the project that are a result of additional contract quantities on the project that are a result of additional contract quantities on the project that are a result of additional contract quantities on the project that are a result of additional contract q	21IFB16 Award Notice To Proceed Begin Work Substantial Completion Certificate 10/20/2021 11/10/2021 11/20/2021 2/18/2022 Beginning Date Date Charged Invoice Total 11/20/2021 2/18/2022 91 \$366,507.14 \$366,507.14 Comments - Certificate of Completion will be issued once final documentation Approved 3/29/2022 3/29/2022 ite Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable) and the project that are a result of addressing field contrast quantities on the project that are a result of addressing field contrast quantities on the project that are a result of addressing field contrast quantities on the project that are a result of addressing field contrast quantities on the project that are a result of addressing field contrast quantities on the project that are a result of addressing field contrast quantities on the project that are a result of addressing field contrast quantities on the project that are a result of addressing field contrast quantities on the project that are a result of addressing field contrast quantities on the project that are a result of addressing field contrast quantities on the project that are a result of addressing field contrast quantities on the project that are a result of addressing field contrast quantities on the project that are a result of addressing field contrast quantities on the project that are a result of addressing field contrast quantities on the project that are a result of addressing field contrast quantities on the project that are a result of addressing field contrast quantities on the project that are a result of addressing fiel	Award Notice To Begin Substantial Completion Proceed Work Completion Certificate 10/20/2021 11/10/2021 11/20/2021 2/18/2022 Beginning Ending Days Current Invoiced Current Date Date Charged Invoice Total Retainage 11/20/2021 2/18/2022 91 \$366,507.14 \$366,507.14 \$40,723.02 Comments - Certificate of Completion will be issued once final documentation is received. Number Approved Cost This CO 3/29/2022 -3,148.85 ite Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable). This runs of contract quantities on the project that are a result of addressing field conditions not account	Award Notice To Proceed Begin Work Substantial Completion Certificate Total Bid Days 10/20/2021 11/10/2021 11/20/2021 2/18/2022 70 Beginning Date Date Date Date Charged Invoice Total Date Date Charged Invoice Total Retainage Retainage Notes (Number Service) Number Service Service (Number Service) Number Service (Number Service) Cost This CO (Number Service) Number Approved 3/29/2022 Cost This CO (Number Security) -3,148.85 ite Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable). This Change Order proving the conditions (unforeseeable). This Change Order proving the conditions (unforeseeable).	Award Notice To Begin Substantial Completion Certificate Days Added 10/20/2021 11/10/2021 11/20/2021 2/18/2022 70 21 Beginning Ending Days Current Invoiced Current Total % (\$) Date Date Charged Invoice Total Retainage Retainage Used 11/20/2021 2/18/2022 91 \$366,507.14 \$366,507.14 \$40,723.02 \$40,723.02 98 Comments - Certificate of Completion will be issued once final documentation is received. Number Approved 3/29/2022 Cost This CO -3,148.85 ite Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable). This Change Order provides the final bruns of contract quantities on the project that are a result of addressing field conditions not accounted for in the original plans. New

added to pay the contractor for removal of existing driveway pipe and installation of new driveway pipe.

Adjusted Price = \$416,770.15





Davilla Street Culvert Replacement (Davilla Street at Walton Avenue)

Project Length: 0.049 Miles Roadway Classification: Rural Collector

Project Schedule: March 2022 - May 2022 Estimated Construction Cost: \$0.66 Million



APRIL 2022 IN REVIEW

4/1/2022: Subcontractor Alpha Paving placed level up asphalt on West Ashe Street, at the railroad crossing. Subcontractor Matoka began placing silt fencing along Davilla Street. Chasco Constructors began preparing for the Davilla Street Lane closure on April 1, 2022.

4/8/2022: Chasco Constructors began removing, inspecting, cleaning and packaging roadway bricks. Chasco began excavating asphalt at Union Pacific Rail line. Chasco poured a mock concrete sample for the proposed roadway.

4/15/2022: Chasco Constructors continued removing, inspecting, cleaning and packaging roadway bricks.

4/22/2022: Chasco Constructors completed removing, inspecting, cleaning and packaging roadway bricks. Excavated and installed the box culvert across Davilla Street and 18 inch concrete pipe (RCP) across Walton.

4/29/2022: Chasco placed drainage inlet at northwest corner of Davilla and Walton Street. The contractor began preparing for placement of flexible base.



Design Engineer: RS&H Contractor: Chasco Constructors Construction Observation: David Thomas, HNTB

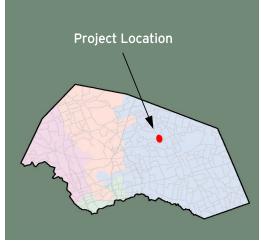
Williamson County Road Bond Program



Project Name: Davilla Street Culvert Replacement

Project No.	22IFB67		Original Contract Price =		\$664,464.00				
<u>Letting</u>	<u>Award</u>	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		<u>Total Bid</u> <u>Days</u>	<u>Days</u> <u>Added</u>	<u>Total</u> <u>Days</u>
2/22/2022	3/1/2022	3/28/2022	4/8/2022				46		46
Invoice Number	Beginning Date	Ending Date	<u>Days</u> <u>Charged</u>	Current Invoice	Invoiced Total	Current Retainage	<u>Total</u> <u>Retainage</u>	% (\$) <u>Used</u>	% Time Used
4/30/2022	Comments -	Notice to Proce	eed was given	on 3/28/22 with	time charges beg	ginning on 4/8/22	2.		
							Adju	sted Price =	\$664,464.00





Coupland Street Project (South Broad and Muery)

Project Length: 0.216 Miles

Roadway Classification: Rural Collector

Project Schedule: April 2022 - May 2022 Estimated Construction Cost: \$0.52 Million



APRIL 2022 IN REVIEW

4/8/2022: Chasco replaced the concrete pipe and poured flowable fill over the pipe at the west end of Elliot Street near the South Broad Street intersection. The contractor also excavated and began placing Culvert 1. Subcontractor Matoka began placing silt fence along the ROW throughout the project.

4/15/2022: Chasco began forming footing for the reinforced box culvert on Broad Street.

4/22/2022: Chasco formed and placed concrete for footings at Culvert 1. The contractor placed concrete at safety end treatments at Elliot Street.

4/29/2022: Chasco formed and placed concrete for safety end treatments (SET's) at Culvert 1.



Design Engineer: CONSOR Contractor: Chasco Constructors Construction Observation: David Thomas, HNTB

Williamson County Road Bond Program



Project Name: Coupland (S. Broad and Muery St.) Project

Project No.	21IFB20						Original Cont	ract Price =	\$519,919.00
Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		<u>Total Bid</u> <u>Days</u>	<u>Days</u> <u>Added</u>	<u>Total</u> <u>Days</u>
10/13/2021	10/27/2021	3/27/2022	4/5/2022				126		126
Invoice Number	Beginning Date	Ending Date	<u>Days</u> <u>Charged</u>	Current Invoice	Invoiced Total	<u>Current</u> <u>Retainage</u>	<u>Total</u> <u>Retainage</u>	% (\$) <u>Used</u>	% Time Used
4/30/2022	Comments -	Notice to Proce	eed was given	on 3/25/22 with	time charges beg	ginning on 4/5/22	2.		
							Adju	sted Price =	\$519,919.00



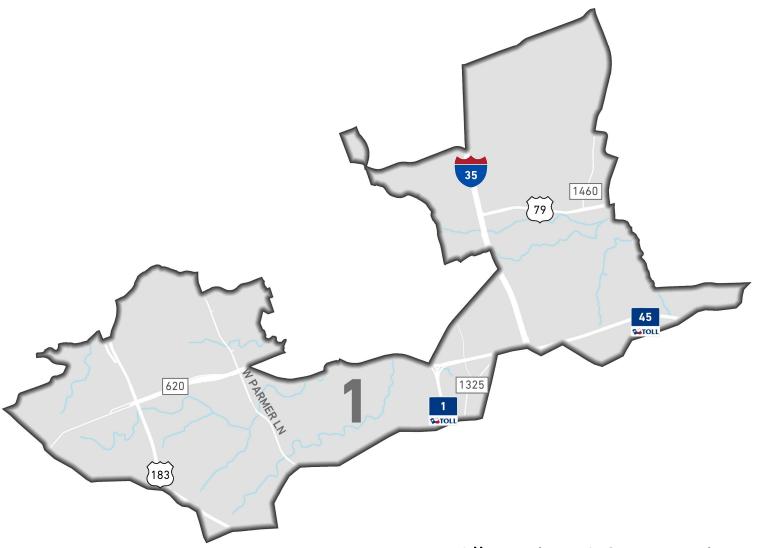
Williamson County Commissioners Court

Road Bond Program
May 17, 2022





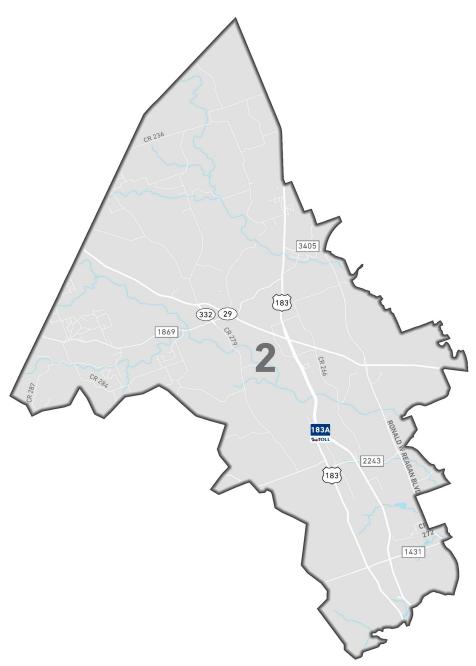
Precinct 1



All Precinct 1 Construction Projects are Substantially Complete

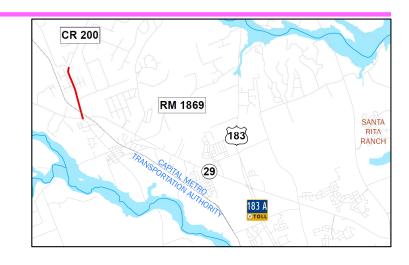


Precinct 2





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 = \$1,968,444.61 (40%)

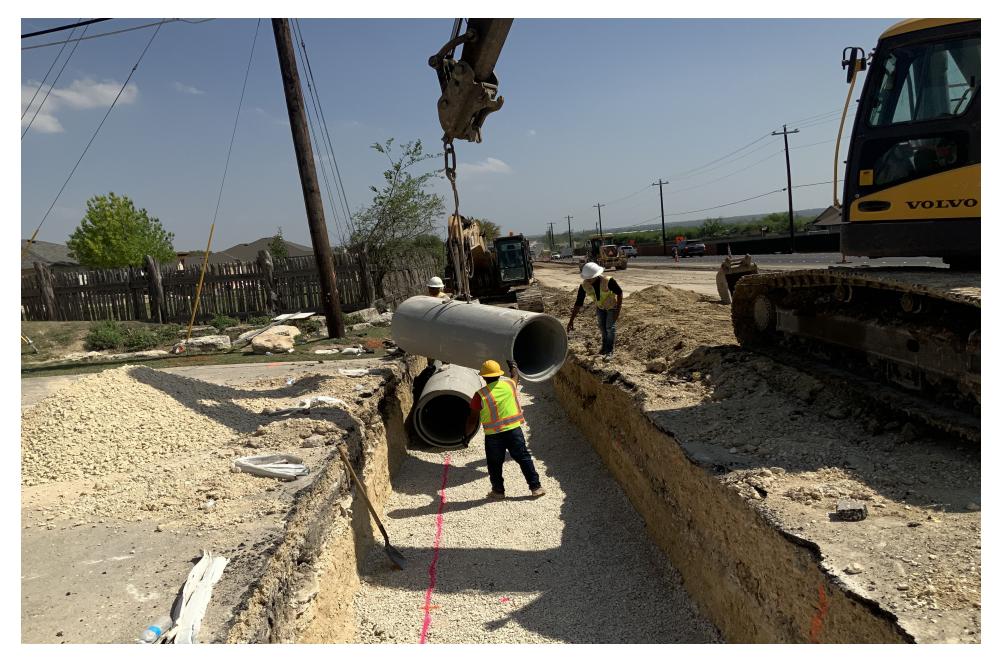






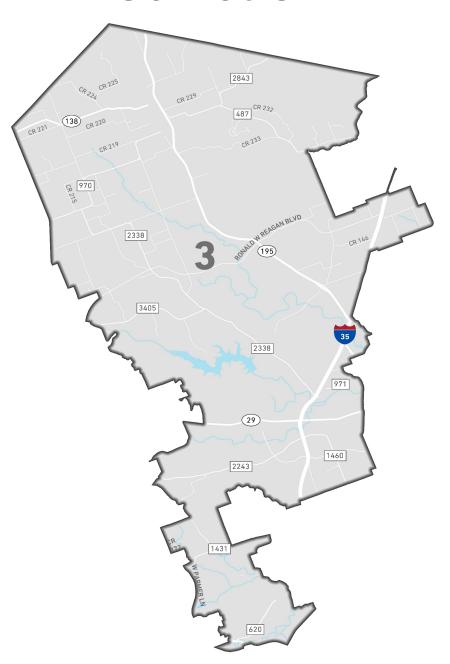






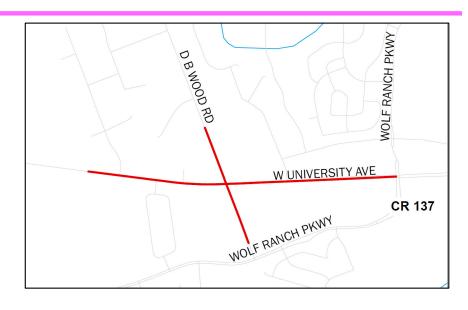


Precinct 3





Anticipated Completion
Spring 2023



Partnership TxDOT

Original Contract Amount = \$5,548,287.93

Construction is managed by TxDOT







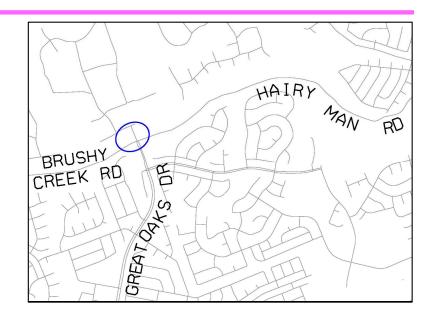








Anticipated Completion
Spring 2023



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 = \$2,937,731.23 (28%)









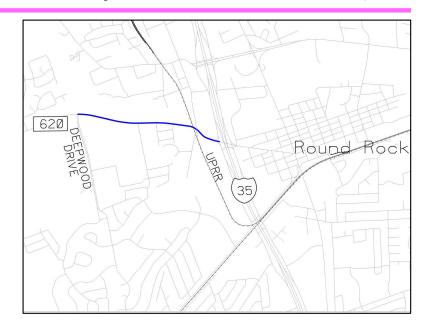






17 RM 620 at Railroad / Chisholm Trail (IH 35 Frontage Road to Deep Wood Drive)

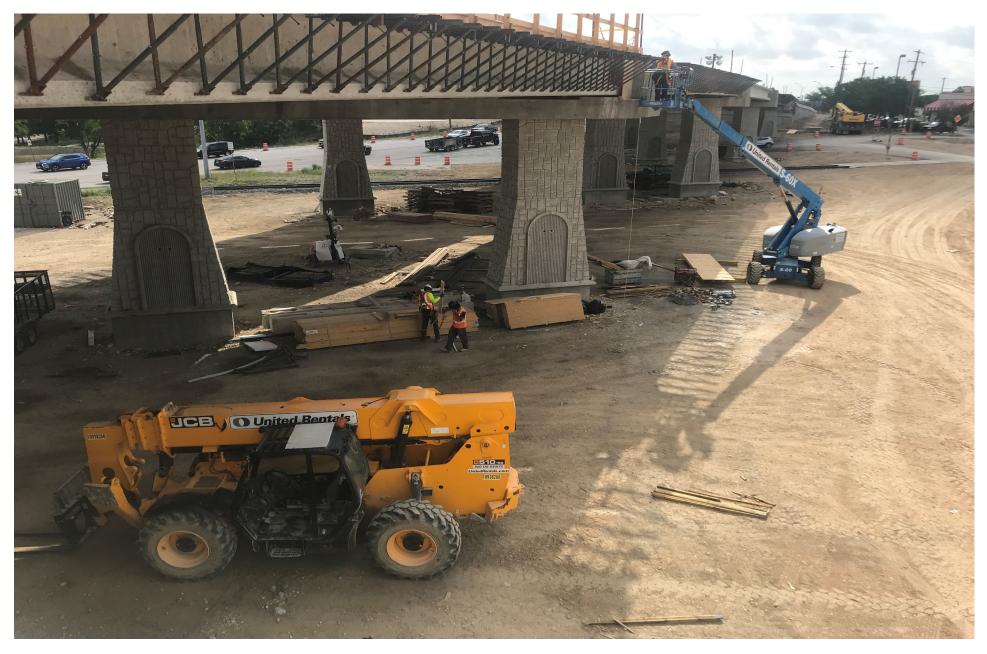
Anticipated Completion Summer 2023



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)



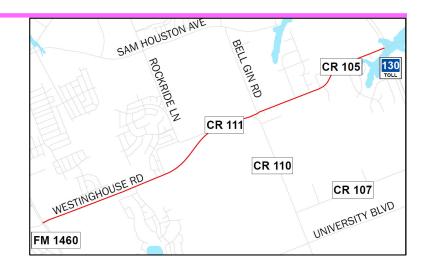


RM 620 at Railroad / Chisholm Trail (IH 35 Frontage Road to Deep Wood Drive)





Anticipated Completion Late 2023



Original Contract Price = \$21,024,332.88

Total Change Orders to Date = \$0

Adjusted Contract Price = \$21,024,332.88

Expenditures to Date = \$1,963,193.47 (9%)









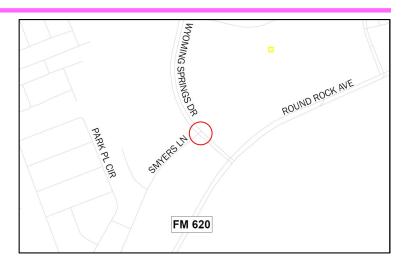






Wyoming Springs Intersection (Wyoming Springs at Smyers Lane)

Anticipated Completion
Summer 2022



Original Contract Price = \$355,892.50

Total Change Orders to Date = \$0.00

Adjusted Contract Price = \$355,892.50

Expenditures to Date = \$0.00 (0%)

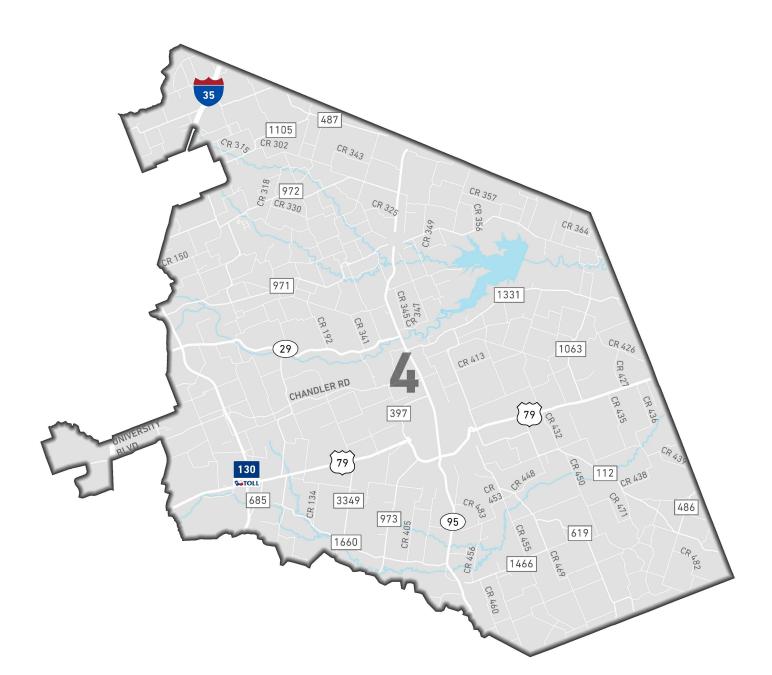


Wyoming Springs Intersection (Wyoming Springs at Smyers Lane)





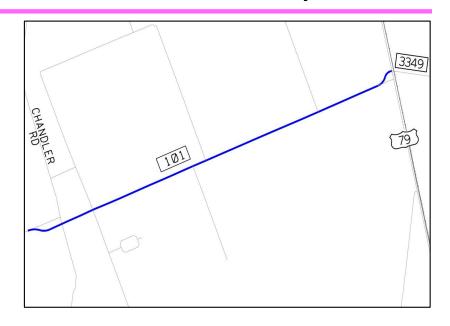
Precinct 4





CR 101 (US 79 to North of Chandler Road)

Substantially Complete



Original Contract Amount = \$13,092,842.00 Total Change Orders = \$-58,067.26 Adjusted Contract Price = \$13,034,774.74 Expenditures to Date = \$12,073,551.98 (93%)



CR 101 (US 79 to North of Chandler Road)



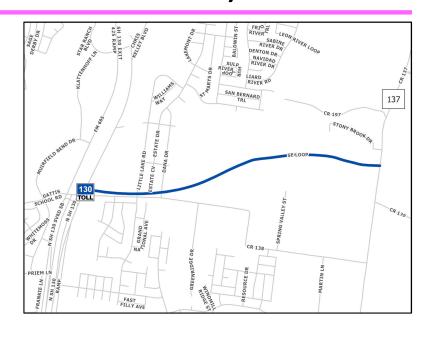


CR 101 (US 79 to North of Chandler Road)





Anticipated Completion
Spring 2023



Original Contract Amount = \$11,526,789.09

Total Change Orders = \$148,710.35

Adjusted Contract Price = \$11,675,499.44

Expenditures to Date = \$4,132,837.72 (34%)









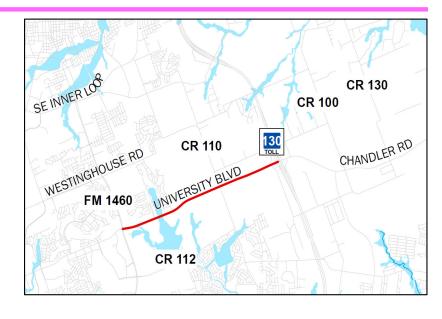






University Boulevard Expansion (Chandler Road)

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)





Anticipated Completion May 2022

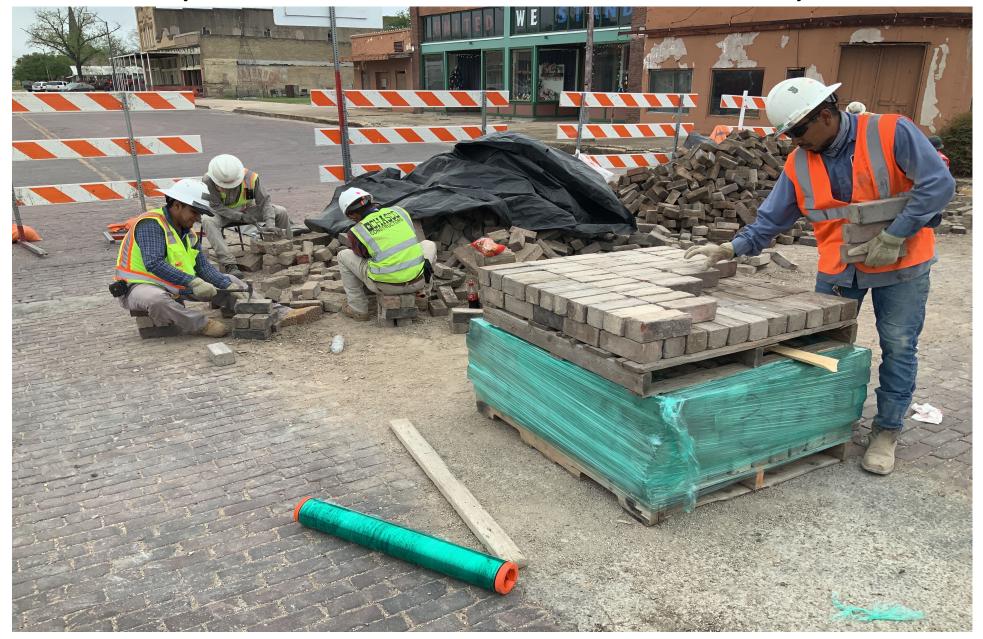


Original Contract Amount = \$664,464.00 Total Change Orders = \$0.00 Adjusted Contract Price = \$664,464.00 Expenditures to Date = \$0.00 (0%)







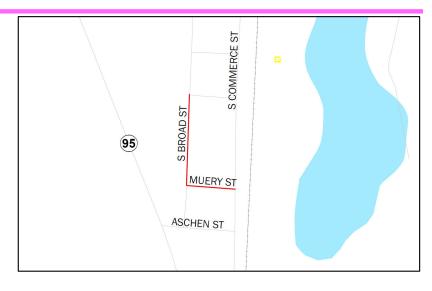








Anticipated Completion
Summer 2022



Original Contract Amount = \$519,919.00 Total Change Orders = \$0.00 Adjusted Contract Price = \$519,919.00 Expenditures to Date = \$0.00 (0%)









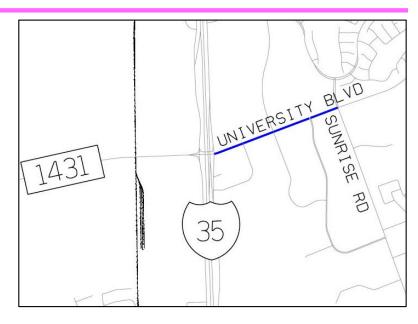






University Boulevard Widening (IH 35 to Sunrise Road)

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)



Commissioners Court - Regular Session

Meeting Date: 05/17/2022

Approval of Renewal #1 with Price Increase for Contract #T4116 Pre-Coating Mixture Asphalt

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

36.

Agenda Item

Discuss, consider and take appropriate action on authorizing the extension of Contract #T4116 Pre-Coating Mixture Asphalt, renewal option period 1, for the same terms and conditions as the existing contract, but with a price increase of 11% from \$120.96 to \$134.83 per ton, per attached documentation and spreadsheet, with Waller County Asphalt, Inc., for the 12-month term of 06/14/22 – 06/14/23.

Background

The Road and Bridge Department has submitted a Vendor Performance Report (VPR) showing that vendor met all county requirements and recommended renewal of contract. Funding Source is 01.0200.0210.003550. Department Point of Contact is Terron Evertson.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Renewal Form and Tab

Form Review

Inbox Reviewed By Date

Purchasing (Originator) Joy Simonton 05/12/2022 10:49 AM County Judge Exec Asst. Becky Pruitt 05/12/2022 11:17 AM

Form Started By: Kim Chappius Started On: 05/10/2022 11:22 AM

Final Approval Date: 05/12/2022



Purchasing Department

Summary Agreement for Renewal of Williamson County Contract

Contract Number:	T4116	Department:	ROAD AND BRIDGE							
Vendor Name:	Waller County Asphalt									
Purpose/Intended Use of Product or Service (summary):										
RENEWAL #1- IFB ALL SEASON PRE-COATED PATCHING MIXTURE										
Type of Contract:	IFB	Start Date:		6/14/2022						
Purchasing Contact:	KIM CHAPPIUS	End Date:		6/14/2023						
Department Contact:	KELLY MURPHY									
• Williamson County wishes to extend this bid/proposal with a price increase (as detailed in the attached										
spreadsheet) and same terms and conditions as the existing contract with Waller County Asphalt.										
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	JUNE 14, 2022 – JUNE 14	, 2023								
Initial Contract Period	JUNE 14, 2021 – JUNE 14	, 2022								
BY SIGNING BELOW, THE PARTIES AGREE TO THE TERMS OF EXTENSION SET FORTH AS STATED ABOVE										
Vendor WALLER COUNTY ASPHALT, INC	<u></u>	Williamson Co	ounty, 710 Main St., Geo	rgetown, TX 78626						
Name REID DAWSON	_	Bill Gravell, J	r							
Title VICE PRESIDENT	_	Williamson (County Judge							
Signature	_	Signature								
Date 5 10 2022	_	Date								



April 26, 2022

Dear Williamson County,

The staff at Waller County Asphalt understands that we are going through some challenging economic times, and we have strived to keep our pricing on materials as low as possible. Unfortunately, with rising costs to oil and aggregate we will have to enact a price increase for ASPPM 9202 Grade IV Cold Mix. We are requesting, the price per ton for material:

Cold Mix Asphalt will increase to \$134.83 per ton FOB.

The following is a breakout comparing where costs where in January to now.

Oil – January price per ton was \$475, today our price is \$650 per ton. \$225 or 47% price increase per ton.

Freight – January price per ton was \$20.70, today our price is \$26.70 per ton. \$6.00 or 28% price increase per ton.

Rock – End of 2021 price per ton \$19.80, today our price is \$20.80 per ton. \$2.00 or 10% increase per ton.

Sand – End of 2021 price per ton \$15.45, today our price is \$16.00 per ton. \$.65 or 4% increase per ton.

Also, our rates to our freight drivers on bringing material in has increased from \$8.00 to \$10.00, a \$2.00 increase per ton mile.

We hope you will understand this pricing adjustment and as economic factors adjust in the future; we will review current pricing to pass savings on to you. One thing we can promise, you will receive quality customer service and the best material the industry has to offer. Thank you for supporting Waller County Asphalt and if you have any questions, please do not hesitate to contact us.

Best Regards.

Bradford Bryant

President

Waller County Asphalt, Inc. 979-826-7075 info@wcasphalt.com

BID SHEET All Season Pre-Coated Patching Mixture - T4116									
ITEM #	DESCRIPTION	Estimated Quantity	UNIT	UNIT COST DELIVERED*	PRICE INCREASE FOR UNIT COST DELIVERED	PERCENTAGE OF INCREASE 5-3-22			
1	All Season Pre-Coated Patching Mixture (ASPPM)	6000	TON	\$120.96	\$134.83	11%			

^{*}Delivery location: 1400 NE Inner Loop, Georgetown, TX 78626

Meeting Date: 05/17/2022

Approval of Award of IFB #22IFB93 Corrugated Metal Pipe to Texas Corrugators for Road and Bridge Department

Submitted For: Joy Simonton Submitted By: Johnny Grimaldo, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on awarding Corrugated Metal Pipe to the lowest and best bidder Texas Corrugators, under IFB #22IFB93.

Background

Williamson County sent out over 980 notifications with one (1) vendor submitting a response from Texas Corrugators. Initial term is one (1) year with options for two (2) additional twelve (12) month renewals. Pricing is included in the attached spreadsheet. Budgeted amount: \$300,000.00. Funding source for FY2022: 0200-0210-003597. Terron Evertson is the point of contact.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Recommendation Letter

Texas Corrugators Pricing Sheet

Form Review

Inbox Reviewed By Date

Purchasing (Originator)

Joy Simonton

05/12/2022 11:19 AM

County Judge Exec Asst.

Becky Pruitt

05/12/2022 11:21 AM

Form Started By: Johnny Grimaldo Started On: 05/11/2022 03:19 PM Final Approval Date: 05/12/2022



May 9, 2022

Ms. Joy Simonton Director/Purchasing Agent Williamson County Purchasing Department 100 Wilco Way Georgetown, Texas 78626

Subject: Recommendation for 22IFB93 Corrugated Metal Pipe

After reviewing all the pertinent information, we have concluded that Texas Corrugators submitted the overall lowest and best offer for the 22IFB93 Corrugated Metal Pipe bid. I recommend to the Williamson County Commissioners Court that they award Texas Corrugators the vendor for 22IFB93 Corrugated Metal Pipe.

Please feel free to contact me if you have any questions or concerns.

Sincerely,

J. Terron Evertson, P.E.

County Engineer

Williamson County, TX

Texas Corrugators

ITEM #	DESCRIPTION	UNIT	UN	NIT PRICE
1	ROUND - GALVANIZ	ZED CMP		
1.1	CMP (GAL STL 12 IN)	LF	\$	24.45
1.2	CMP (GAL STL 15 IN)	LF	\$	28.84
1.3	CMP (GAL STL 18 IN)	LF	\$	35.49
1.4	CMP (GAL STL 24 IN)	LF	\$	44.24
1.5	CMP (GAL STL 30 IN)	LF	\$	55.24
1.6	CMP (GAL STL 36 IN)	LF	\$	66.24
1.7	CMP (GAL STL 42 IN)	LF	\$	92.18
1.8	CMP (GAL STL 48 IN)	LF	\$	129.13
1.9	CMP (GAL STL 54 IN)	LF	\$	136.86
1.10	CMP (GAL STL 60 IN)	LF	\$	150.06
1.11	CMP (GAL STL 72 IN)	LF	\$	186.35
	,			
ITEM#	DESCRIPTION	UNIT	U	NIT PRICE
2	ROUND - GALVANIZ	ZED SET		
2.1	SET (TY II)(12 IN)(CMP)(6:1)	EA	\$	118.72
2.2	SET (TY II)(12 IN)(CMP)(4:1)	EA	\$	93.04
2.3	SET (TY II)(12 IN)(CMP)(3:1)	EA	\$	79.58
2.4	SET (TY II)(15 IN)(CMP)(6:1)	EA	\$	156.07
2.5	SET (TY II)(15 IN)(CMP)(4:1)	EA	\$	119.40
2.6	SET (TY II)(15 IN)(CMP)(3:1)	EA	\$	100.45
2.7	SET (TY II)(18 IN)(CMP)(6:1)	EA	\$	213.62
2.8	SET (TY II)(18 IN)(CMP)(4:1)	EA	\$	160.39
2.9	SET (TY II)(18 IN)(CMP)(3:1)	EA	\$	133.16
2.10	SET (TY II)(24 IN)(CMP)(6:1)	EA	\$	325.69
2.11	SET (TY II)(24 IN)(CMP)(4:1)	EA	\$	239.67
2.12	SET (TY II)(24 IN)(CMP)(3:1)	EA	\$	195.42
2.13	SET (TY II)(30 IN)(CMP)(6:1)	EA	\$	484.29
2.14	SET (TY II)(30 IN)(CMP)(4:1)	EA	\$	349.89
2.15	SET (TY II)(30 IN)(CMP)(3:1)	EA	\$	281.45
2.16	SET (TY II)(36 IN)(CMP)(6:1)	EA	\$	677.12
2.17	SET (TY II)(36 IN)(CMP)(4:1)	EA	\$	483.33
2.18	SET (TY II)(36 IN)(CMP)(3:1)	EA	\$	383.98
2.19	SET (TY II)(42 IN)(CMP)(6:1)	EA	\$	1,164.50
2.20	SET (TY II)(42 IN)(CMP)(4:1)	EA	\$	848.04
2.21	SET (TY II)(42 IN)(CMP)(3:1)	EA	\$	687.34
2.22	SET (TY II)(48 IN)(CMP)(6:1)	EA	\$	1,822.52
2.23	SET (TY II)(48 IN)(CMP)(4:1)	EA	\$	1,310.93
2.24	SET (TY II)(48 IN)(CMP)(3:1)	EA	\$	1,053.91
2.25	SET (TY II)(54 IN)(CMP)(6:1)	EA	\$	2,097.38
2.26	SET (TY II)(54 IN)(CMP)(4:1)	EA	\$	1,499.33
2.27	SET (TY II)(54 IN)(CMP)(3:1)	EA	\$	1,197.54
2.28	SET (TY II)(60 IN)(CMP)(6:1)	EA	\$	2,522.73
2.29	SET (TY II)(60 IN)(CMP)(4:1)	EA	\$	1,792.11
2.30	SET (TY II)(60 IN)(CMP)(3:1)	EA	\$	1,424.34
2.31	SET (TY II)(72 IN)(CMP)(6:1)	EA	\$	3,686.93
2.32	SET (TY II)(72 IN)(CMP)(4:1)	EA	\$	2,592.23
2.33	SET (TY II)(72 IN)(CMP)(3:1)	EA	\$	2,044.88
ITEM#	DESCRIPTION	UNIT	U	NIT PRICE
3	DESIGN ARCH GALVAN	NIZED CMPA		

3.1	CMP AR (GAL STL DES 1)	LF	\$	31.49
3.2	CMP AR (GAL STL DES 2)	LF	\$	38.75
3.3	CMP AR (GAL STL DES 3)	LF	\$	48.43
3.4	CMP AR (GAL STL DES 4)	LF	\$	60.52
3.5	CMP AR (GAL STL DES 5)	LF	\$	89.54
3.6	CMP AR (GAL STL DES 6)	LF	\$	124.38
3.7	CMP AR (GAL STL DES 7)	LF	\$	161.65
3.8	CMP AR (GAL STL DES 8)	LF	\$	181.99
3.9	CMP AR (GAL STL DES 9)	LF	\$	199.41
ITEM #	DESCRIPTION	UNIT	UI	NIT PRICE
4	DESIGN ARCH - GALVANI		T _	
4.1	SET (TY II)(DES 1)(CMP)(6:1)	EA	\$	169.99
4.2	SET (TY II)(DES 1)(CMP)(4:1)	EA	\$	194.17
4.3	SET (TY II)(DES 1)(CMP)(3:1)	EA	\$	160.27
4.4	SET (TY II)(DES 2)(CMP)(6:1)	EA	\$	238.93
4.5	SET (TY II)(DES 2)(CMP)(4:1)	EA	\$	257.07
4.6	SET (TY II)(DES 2)(CMP)(3:1)	EA	\$	209.25
4.7	SET (TY II)(DES 3)(CMP)(6:1)	EA	\$	410.77
4.8	SET (TY II)(DES 3)(CMP)(4:1)	EA	\$	395.46
4.9	SET (TY II)(DES 3)(CMP)(3:1)	EA	\$	317.61
4.10	SET (TY II)(DES 4)(CMP)(6:1)	EA	\$	627.30
4.11	SET (TY II)(DES 4)(CMP)(4:1)	EA	\$	569.24
4.12	SET (TY II)(DES 4)(CMP)(3:1)	EA	\$	450.67
4.13	SET (TY II)(DES 5)(CMP)(6:1)	EA	\$	1,145.13
4.14	SET (TY II)(DES 5)(CMP)(4:1)	EA	\$	985.51
4.15	SET (TY II)(DES 5)(CMP)(3:1)	EA	\$	772.56
4.16	SET (TY II)(DES 6)(CMP)(6:1)	EA	\$	1,951.22
4.17	SET (TY II)(DES 6)(CMP)(4:1)	EA	\$	1,643.97
4.18	SET (TY II)(DES 6)(CMP)(3:1)	EA	\$	1,305.01
4.19	SET (TY II)(DES 7)(CMP)(6:1)	EA	\$	3,124.06
4.20	SET (TY II)(DES 7)(CMP)(4:1)	EA	\$	2,517.13
4.21	SET (TY II)(DES 7)(CMP)(3:1)	EA	\$	1,979.09
4.22	SET (TY II)(DES 8)(CMP)(6:1)	EA	\$	3,969.36
4.23	SET (TY II)(DES 8)(CMP)(4:1)	EA	\$	3,138.05
4.24	SET (TY II)(DES 8)(CMP)(3:1)	EA	\$	2,451.96
4.25	SET (TY II)(DES 9)(CMP)(6:1)	EA	\$	4,844.90
4.26	SET (TY II)(DES 9)(CMP)(4:1)	EA	\$	3,769.06
4.27	SET (TY II)(DES 9)(CMP)(3:1)	EA	\$	2,936.34
ITEM #	DESCRIPTION	UNIT		NIT PRICE
5	DESIGN ARCH/ROUND BANDS (INCLI			
5.1 5.2	BAND (12" DIA X 1' WIDE) BAND (15" DIA X 1' WIDE)	EA EA	\$	44.00 52.77
5.3	BAND (18" DIA x 1' WIDE)	EA	\$	66.05
5.4	BAND (24" DIA x 1' WIDE)	EA	\$	83.57
5.5	BAND (30" DIA X 1' WIDE)	EA	\$	105.56
5.6	BAND (36" DIA X 1' WIDE)	EA	\$	127.55

5.7	BAND (42" DIA X 1' WIDE)	EA	\$ 179.43
5.8	BAND (48" DIA X 1' WIDE)	EA	\$ 253.33
5.9	BAND (48" DIA X 2' WIDE)	EA	\$ 316.67
5.10	BAND (54" DIA X 1' WIDE)	EA	\$ 263.88
5.11	BAND (54" DIA X 2' WIDE)	EA	\$ 329.86
5.12	BAND (60" DIA X 1' WIDE)	EA	\$ 290.28
5.13	BAND (60" DIA X 2' WIDE)	EA	\$ 362.85
5.14	BAND (72" DIA X 1' WIDE)	EA	\$ 362.85
5.15	BAND (72" DIA X 2' WIDE)	EA	\$ 453.56

Meeting Date: 05/17/2022

T5045 - CR 404 Hutto Water Line Realignment NOI **Submitted By:** Julissa Vasquez, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

38.

Agenda Item

Discuss, consider, and take appropriate action regarding a Notice of Intent (NOI) for Stormwater Discharge associated with the Construction Activity under TPDES Construction General Permit (TXR150000) for T5045 - CR 404 Hutto Water Line Realignment, a Road Bond program in Commissioner Pct. 4 Project: P390 Funding Source: Road Bond.

Background

Williamson County must submit an NOI to obtain coverage under TPDES General Permit (TXR150000), as required by the Texas Commission on Environmental Quality (TCEQ) before commencing soil disturbing activities on any construction project that will disturb more than five (5) acres of land. TCEQ has transitioned to an electronic submittal process, and this application will be signed and submitted electronically pending approval by the Court.

Fiscal Impact

From/To	o Acct	No. Des	cription Amou	unt

Attachments

T5045-CR 404 Hutto Water Line Realignment NOI Application

Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Becky Pruitt 05/12/2022 08:47 AM

Form Started By: Julissa Vasquez
Started On: 05/10/2022 02:01 PM
Final Approval Date: 05/12/2022

Texas Commission on Environmental Quality

Construction Notice of Intent

Site Information (Regulated Entity)

What is the name of the site to be authorized?

Does the site have a physical address?

CR 404 Hutto Water Line Realignment

CR 404 Hutto Water Line Realignment

No

Physical Address

Because there is no physical address, describe how to locate this site:

Between FM 973 and CR 404

City State

TΧ

ZIP

76574

Taylor

County Latitude (N) (##.#####) WILLIAMSON

Longitude (W) (-###.#####)

30.527603

Primary SIC Code

-97.472313

Operator

Secondary SIC Code

1611

Primary NAICS Code

Secondary NAICS Code

Regulated Entity Site Information

What is the Regulated Entity's Number (RN)?

What is the name of the Regulated Entity (RE)?

Does the RE site have a physical address? No

Physical Address

Because there is no physical address, describe how to locate this site: Between FM 973 and CR 404

City Taylor State ΤX ZIP 76574

WILLIAMSON County Latitude (N) (##.#####) 30.527603 Longitude (W) (-###.#####) -97 472313

Facility NAICS Code

What is the primary business of this entity? Government

Customer (Applicant) Information

How is this applicant associated with this site?

What is the applicant's Customer Number (CN)? CN600897888

Type of Customer County Government

Full legal name of the applicant:

Legal Name Williamson County

Texas SOS Filing Number

Federal Tax ID 746000978

State Franchise Tax ID

State Sales Tax ID

Local Tax ID

DUNS Number

Number of Employees

Independently Owned and Operated? No Yes

I certify that the full legal name of the entity applying for this permit has been

provided and is legally authorized to do business in Texas.

Responsible Authority Contact

Organization Name Williamson County

Prefix THE HONORABLE

First

Middle

Last Gravell Suffix JR

Credentials

Title County Judge

Responsible Authority Mailing Address

Enter new address or copy one from list:

Address Type Domestic

Mailing Address (include Suite or Bldg. here, if applicable) 101 E OLD SETTLERS BLVD STE 225

Routing (such as Mail Code, Dept., or Attn:)

City ROUND ROCK

 State
 TX

 ZIP
 78664

 Phone (###-###)
 5125348178

Extension

Alternate Phone (###-###-####)

Fax (###-###-###)

E-mail aschiele@wilco.org

Application Contact

Person TCEQ should contact for questions about this application:

Same as another contact?

Organization Name HNTB

Prefix

First Julissa

Middle

Last Vasquez

Suffix

Credentials

Title Construction Contract Administrator

Enter new address or copy one from list:

Mailing Address

Address Type Domestic

Mailing Address (include Suite or Bldg. here, if applicable)

101 E OLD SETTLERS BLVD STE 225

Routing (such as Mail Code, Dept., or Attn:)

City ROUND ROCK

 State
 TX

 ZIP
 78664

 Phone (###-###)
 5125348178

Extension

Alternate Phone (###-###-###)

Fax (###-###-###)

E-mail juvasquez@hntb.com

CNOI General Characteristics

Is the project located on Indian Country Lands?

authorization is no longer needed.

PM	ApplicationSummaryReport		
Is your construction activity associated with an oil and gas exploration processing, or treatment, or transmission facility?	production,	No	
What is the Primary Standard Industrial Classification (SIC) Code that describes the construction activity being conducted at the site?	best	1623	
If applicable, what is the Secondary SIC Code(s)?			
What is the total number of acres disturbed?		10.3	
Is the project site part of a larger common plan of development or sale	?	No	
What is the estimated start date of the project?		05/16/2022	
What is the estimated end date of the project?		10/31/2022	
Will concrete truck washout be performed at the site?		No	
What is the name of the first water body(s) to receive the stormwater repotential runoff from the site?	unoff or	Boggy Creek Tributary Local Irrigation Channels	
What is the segment number(s) of the classified water body(s) that the will eventually reach?	discharge	1244	
Is the discharge into a Municipal Separate Storm Sewer System (MS4)?	No	
Is the discharge or potential discharge within the Recharge Zone, Con Zone, or Contributing Zone within the Transition Zone of the Edwards defined in 30 TAC Chapter 213?	•	No	
I certify that a stormwater pollution prevention plan has been developed implemented prior to construction, and to the best of my knowledge are compliant with any applicable local sediment and erosion control plans required in the general permit TXR150000. Note: For multiple operator operate under a shared SWP3, the confirmation of an operator may be its obligations under the SWP3 provided all obligations are confirmed one operator.	nd belief is s, as rs who e limited to	Yes	
I certify that I have obtained a copy and understand the terms and conthe Construction General Permit (TXR150000).	ditions of	Yes	
I understand that a Notice of Termination (NOT) must be submitted wh	en this	Yes	

Commissioners Court - Regular Session

Meeting Date: 05/17/2022

Southeast Loop Connection Multimodal Project Discretionary Grant Application

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

Department: Infrastructure

Agenda Category: Regular Agenda Items

Information

39.

Agenda Item

Discuss, consider, and take appropriate action on the Southeast Loop Connection Grant Application and Financial Commitment Letter, with a commitment to contribute to the local match if the project is selected for funding. Funding Source: LRTP Funds

Background

Williamson County is seeking Federal Multimodal Project Discretionary Grant funding for the Southeast Loop Connection (Segment 2) construction from CR 137 to CR 404/FM 3349. Applications for the grant are due on May 23rd.

The anticipated construction and utility relocation cost is \$75M, with \$60M (80%) federal funding requested and \$15M local match.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Funding Support Letter

MPG Grants Management Request

Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Becky Pruitt 05/12/2022 11:46 AM

Form Started By: Vicky Edwards Started On: 05/12/2022 10:49 AM Final Approval Date: 05/12/2022



May 17, 2022

The Honorable Pete Buttigieg US Department of Transportation 1200 New Jersey Ave, SE Washington, DC 20590

Re: Multimodal Project Discretionary Grant (MPDG) for the Southeast Loop Connection

Dear Secretary Buttigieg:

I write to express Williamson County's financial commitment to the Southeast Loop Connection funding application.

The Project's estimated construction and utility relocation cost is \$75M (as presented in our MPDG grant application). Williamson County commits to contributing \$15M in non-federal funds to support this Project as expressed in our Project application. The Southeast Loop Connection Grant Request was approved by the Williamson County Commissioners Court on May 17, 2022 (see attached).

Our county is committed to this Project, which will deliver safe, dependable, and efficient transportation to travelers by providing an alternate route from SH 130 and US 79. The County has already expended funds for planning, design, and environmental studies. Williamson County is committed to partnering with federal programs that will improve safety for the traveling public while simultaneously improving quality of life for all residents. If federal funding is provided, the County will obligate the funding within the time period set forth under federal-aid highway requirements.

I respectfully request that Williamson County's funding commitment be given full consideration as you consider our federal funds request of only \$60M to fill an existing funding gap. If you have any further questions, please contact me at (512) 943-1550 or ctyjudge@wilco.org.

Sincerely,

Judge Bill Gravell, Jr.
Williamson County Judge
710 S. Main Street, Suite 101
Georgetown, TX 78626
ctyjudge@wilco.org

Grant Title/Project Name:	Multimodal Project Discretionary Grant (MPDG) / SE Loop Segment 2 Project
Department:	Road Bond
Requestor:	Bob Daigh
Contact Email:	bdaigh@wilco.org
Contact Phone Number:	512.943.3330
Start Date:	3/19/2024
End Date:	6/22/2026
Please select request category:	Transportation
Describe the purpose of the grant in detail to include all requirements.	Construction and utility relocation funding for SE Loop Segment 2 from CR 137 to CR 404.
Select the type of grant your department is applying for:	Federal
What is the amount of the grant?	\$60,000,000.00
Please provide a breakdown of the total cost above.	 Construction - \$42M Utility Relocation - \$11.2M Contingency - \$6.8M
Is there a match requirement?	Yes
What is the source of the match?	20% match (\$15M) anticipated to be funded through the Long-Range Transportation Program.
Does the grant cover the cost of the request 100%?	No
If not, how much is left unpaid?	15,000,000
What is the plan to obtain grants/funds for the remaining amount?	Anticipated to be funded through the Long-Range Transportation Program.
List other similar assets in the County and/or region and if they are available for use?	
How is this asset request different from any similar assets currently in the County and/or region?	
What types of events/purpose would this asset be used for that cannot be accomplished with a current County asset?	
How often do these events occur?	
Identify the number of personnel required to operate this asset and/or be available for the function where it is to be used? How much time is required of those personnel? What is the cost of the personnel?	
Where will the asset be stored?	New roadway in Right of Way.

What is the useful life of the asset?	Pavement/Bridges - 50 years; Right-of-Way – infinite.
Will a replacement be requested from general funds when useful life has been exhausted?	
Will other agencies be billed for the use of this asset (e.g. vendors paid, employee worked hours and paid, inventory costs etc.)?	
Does this asset require insurance coverage?	
If yes, what is the estimate of asset insurance coverage?	
Will this asset require on-going maintenance? Please describe the maintenance required along with an estimate for these costs.	Future maintenance of the roadway will be Williamson County's obligation with an estimated inflated cost of \$43.9M over 50 years. This cost includes mill and overlay of the roadway every 8 years.
How will this asset be funded when the grant ends?	The roadway will be maintained by Williamson County after construction is complete.
What is the impact if the grant is not received?	
New Personnel position is:	
Where will this position office?	
Who will this position report to?	
What tasks will this position perform? Include the five primary functions and the percentage of time spent to be spent on each function.	
Will this position take over tasks from current County employee?	
If yes, please explain the impact to current employee.	
How will this position be funded when the grant ends?	
Does this position or a similar position currently exist within the department?	
If "yes" how many of these similar positions exist	
Describe any alternatives considered to achieve desired outcome in lieu of a position (i.e. equipment, software, technology or change in business practice).	
Describe how workload will be accomplished/re-allocated should grant not be approved.	
List other similar items in the County and/or region and if they available for use?	N/A
How is this item request different from any similar assets currently in the County and/or region?	N/A
What types of events/purpose would this item be used for that cannot be accomplished with a current County asset?	N/A
Identify the number of personnel required to operate this item and/or be available for the function where it is to be used?	N/A
Please explain how this item will create the need for more or less personnel (or mark n/a for no change)?	

Where will the item be stored?	N/A
What is the useful life of the item?	N/A
Will other agencies be billed for the use of this item (e.g. vendors paid, employee worked hours and paid, inventory costs etc.)?	
Does this item require insurance coverage?	
Will this item require any form of licensing?	
Will this item require on-going maintenance? Please describe the maintenance required along with an estimate for these costs?	N/A
How will this item be funded when the grant ends?	N/A
What is the overall budgetary impact? (i.e. revenue generation, expense reduction, etc.)	N/A
Please identify any additional equipment needed/required (now or in the future) should the grant/asset is awarded.	No additional equipment needed.
What is the cost and frequency to maintain/update the additional equipment?	N/A
What is the impact of this grant application on other internal/county departments?	The roadway will be maintained by Williamson County after construction is complete.
If yes, what is the estimate of that license fee?	
If yes, what is the estimate of insurance coverage?	
Will a replacement be requested from general funds when useful life has been exhausted? (OR)	
If yes, how much is the match amount?	15,000,000
ID	87
Version	1.0
Attachments	False
Created	5/12/2022 11:02 AM
Created By	Vicky Edwards
Modified	5/12/2022 11:02 AM
Modified By	Vicky Edwards

Commissioners Court - Regular Session

Meeting Date: 05/17/2022

Bud Stockton Antiquities Permit Application

Submitted By: Julissa Vasquez, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

40.

Agenda Item

Discuss, consider, and take appropriate action regarding an Antiquities Permit Application to the Texas Historical Commission required as part of the Due Diligence Environmental Investigations on the Bud Stockton Project, a Road Bond Project in Commissioner Pct. 4 - Project Number P307.

Background

The permit requests the approval of intensive pedestrian survey, with surface and subsurface investigations including mechanical scrapings to confirm presence/absence of unmarked graves required by the Texas Historical Commission due to proximity to a cemetery. No investigations will take place until a permit is received from the Texas Historical Commission. Portions of the attached application have been redacted prior to placing on the Court agenda, to protect restricted information. Redacted information will be included in the application to the Texas Historical Commission.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Bud Stockton Ext Draft Antiquities Permit App Redacted

Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Becky Pruitt 05/12/2022 11:28 AM

Form Started By: Julissa Vasquez Started On: 05/12/2022 10:50 AM

Final Approval Date: 05/12/2022

TEXAS HISTORICAL COMMISSION

ANTIQUITIES PERMIT APPLICATION FORM ARCHEOLOGY

GENERAL INFORMATION

0000 1 1	Williamson
	Name and Number Cobbs Cavern (3097-11) and Jarrell (3097-12)
ederal Involvemen	
ame of Federal A	gency
gency Representa	tive
OWNER (OR C	ONTROLLING AGENCY)
. O WILK (OR C	NIROLLING NOLIVET)
wner Cu	rently private lands that will be purchased by Williamson County and County-owned land
epresentative	
ddress	
ity/State/Zip	
elephone (include	area code) Email Address
	AICOD (IE DIECEDENIT EDOM OUNIED)
I. PROJECT SPO	NSOR (IF DIFFERENT FROM OWNER)
ponsor	Williamson County
ponsorepresentative	Williamson County Judge Bill Gravell, Jr County Judge
ponsor epresentative ddress	Williamson County Judge Bill Gravell, Jr County Judge 710 South Main St, Suite 101
ponsor epresentative ddress ity/State/Zip	Williamson County Judge Bill Gravell, Jr County Judge

PROJECT INFORMATION

I. PRINCIPAL INVESTIGATOR (ARCHEOLOGIST)

Name	Andrea Burden
Affiliation	Blanton & Associates Inc
Address	5 Lakeway Centre Court, Suite 200
City/State/Zip_	Austin, TX 78734
Telephone (include area	a code) 512-264-1095 Email Address andrea.burden@blantonassociates.com

ANTIQUITIES PERMIT APPLICATION FORM (CONTINUED)

II. PROJECT DESCRIPTION Proposed Starting Date of Fieldwork May 2022 Requested Permit Duration 5 Years 0 Months (1 year minimum) Scope of Work (Provided an Outline of Proposed Work) Attached III. CURATION & REPORT Temporary Curatorial or Laboratory Facility Non-Collection Survey Permanent Curatorial Facility CAR UTSA (Paperwork only) IV. LAND OWNER'S CERTIFICATION I, ________, as legal representative of the Land Owner, _______, do certify that I have reviewed the plans and research design, and that no investigations will be performed prior to the issuance of a permit by the Texas Historical Commission. Furthermore, I understand that the Owner, Sponsor, and Principal Investigator are responsible for completing the terms of the permit. Signature ______ Date_____ V. SPONSOR'S CERTIFICATION I, <u>Judge Bill Gravell, Jr.</u>, as legal representative of the Sponsor, <u>Williamson</u> County , do certify that I have review the plans and research design, and that no investigations will be performed prior to the issuance of a permit by the Texas Historical Commission. Furthermore, I understand that the Sponsor, Owner, and Principal Investigator are responsible for completing the terms of this permit. Signature ______ Date _____ VI. INVESTIGATOR'S CERTIFICATION I, <u>Andrea Burden</u>, as Principal Investigator employed by Blanton & Associates (Investigative Firm), do certify that I will execute this project according to the submitted plans and research design, and will not conduct any work prior to the issuance of a permit by the Texas Historical Commission. Furthermore, I understand that the Principal Investigator (and the Investigative Firm), as well as the Owner and Sponsor, are responsible for completing the terms of this permit. Principal Investigator must attach a research design, a copy of the USGS quadrangle showing project boundaries, and any additional pertinent information. Curriculum vita must be on file with the Archeology Division. FOR OFFICIAL USE ONLY Reviewer _____ Date Permit Issues _____ Permit Number ____ Permit Expiration Date _____

Type of Permit ______ Date Received for Data Entry ______

Texas Historical Commission Archeology Division P.O. Box 12276, Austin, TX 78711-2276 Phone 512/463-6096 www.thc.state.tx.us 3/3/09





ENVIRONMENTAL CONSULTING * PLANNING * PROJECT MANAGEMENT

May 3, 2022

SCOPE OF WORK INTENSIVE ARCHEOLOGICAL SURVEY OF THE C. BUD STOCKTON LOOP EXTENSION PROJECT WILLIAMSON COUNTY, TEXAS COUNTY JOB NUMBER P307

PROJECT DESCRIPTION

Williamson County is proposing to construct approximately 1.3 miles of new location roadway that would extend C. Bud Stockton Loop from Farm-to-Market (FM) 487 to Williamson County Road (CR) 305 in the City of Jarrell, Williamson County, Texas. The proposed interim project would require an additional 118 feet-wide of new right-of-way (ROW) from 75 feet north of FM 487 to CR 305 (approximately 20.12 acres) in new location. Additional ROW would be required for approximately 955 feet long and 35 feet wide paralleling CR 305 to accommodate drainage improvements affiliated with the project (approximately 0.80 acre). The proposed improvements also include two temporary construction easement (TCE) areas to accommodate future driveway improvements from the City of Jarrell High School facility (0.07 and 0.32 acre, respectively) and a drainage easement along the west proposed ROW surrounding the City of Jarrell High School baseball field (1.09 acres). A proposed grading easement is needed surrounding an existing pond and is approximately 0.51-acre in size.

The existing C. Bud Stockton Loop roadway consists of two 12-foot-wide travel lanes, one in each direction, with 8-foot-wide outside shoulders. Drainage is accommodated through open ditches. Striping and pavement improvements are proposed along the existing C. Bud Stockton Loop roadway from approximately 500 feet south of the FM 487 intersection to the existing FM 487 ROW (approximately 1.14 acres). No additional ROW is proposed for these striping and paving improvements.

The proposed interim C. Bud Stockton Loop improvements would consist of two 12-foot-wide travel lanes, one in each direction, with 8 foot-wide inside and outside shoulders and a 30-foot-wide clear zone. At intersections, the roadway would include an additional 12-foot-wide left turning lane, as well as for right turning areas, a 12-foot-wide turning lane. For the right-turn areas, the roadway would include a flush median that varies between zero and 12 feet in width. Drainage would be accommodated through open ditches and culverts diverting surface flow under existing and proposed improvements at various locations and either discharging into the proposed drainage easement or into existing surface waters east of the intersection of intersection of the proposed future interim C. Bud Stockton Loop/CR 305 intersection.

The existing CR 305 facility contains two 12-foot-wide travel lanes, one in each direction, within an existing 69-foot-wide ROW. The existing ROW for CR 305 is approximately 0.62 acre. Drainage is accommodated through open ditches and swales outside of the travel lanes. Additional striping and pavement improvements

are proposed along CR 305 from approximately 400 feet west to approximately 145 feet east of the proposed future interim C. Bud Stockton Loop/CR 305 intersection. No additional ROW is proposed for these striping and paving improvements.

The proposed project would be approximately 24.67 acres in size, encompassing approximately 21.44 acres of right of way (ROW) across privately-owned land and approximately 3.23 acres of County-owned land. **Figures 1** and **2** (**Appendix A**) provide the project location on a county base map and topographic base map. The preliminary project plans are provided in **Appendix B**.

Since Williamson County either owns or will be purchasing the land where project activities are proposed, the project is subject to review under the Antiquities Code of Texas (9 TNRC 191) and associated state regulations (13 TAC 26). The proposed project will be completely locally funded and is not anticipated to require a federal permit, approval, or license, and as such the project will not require review under Section 106 of the National Historic Preservation Act and associated federal regulations (36 CFR 800).

Definition of the Area of Potential Effects

The project's horizontal area of potential effects (APE) for archeological resources corresponds with the project footprint and would be approximately 24.67 total acres (1.76 acres of existing ROW, 20.92 acres of proposed ROW, 1.09 acres of proposed drainage easement, 0.39 acres of temporary construction easement, and 0.51 acres of grading easement). The vertical APE for the project would be the maximum depth of impacts, which is assumed to be no more than 3 feet deep except for existing and proposed ROW and temporary construction easement and grading easement and 10 feet deep for the proposed drainage easement.

BACKGROUND INFORMATION

A background review of data extracted from area topographic, soils, and geology maps was conducted. Also, previous archeological surveys and locations of recorded archeological sites within 1 mile of the project APE were reviewed by consulting the Texas Historical Commission's (THC's) restricted-access Online Archeological Sites Atlas (Atlas). In addition to identifying recorded archeological sites, the review included the following types of information on the Atlas: National Register of Historic Places (NRHP) properties, State Antiquities Landmarks (SALs), Official Texas Historical Markers (OTHMs), Recorded Texas Historic Landmarks (RTHLs), and cemeteries. A combination of 1893, 1954, and 1964 U.S. Geological Survey (USGS) topographical maps and 1963 and 1981 aerial photographs of the APE were consulted to identify historical structures, which may or may not be extant, that may represent high probability areas for the presence of historic archeological sites (otherwise known as an Historic High Probability Area or HHPA) (Nationwide Environmental Title Research [NETR] 2021; USGS 2021). The National Park Service's El Camino Real de los Tejas National Historic Trail GIS viewer was also consulted to determine proximity of the project APE to this resource as it may offer additional contextual information (National Park Service 2021). The Texas Freedom Colonies Atlas was also consulted to determine if a freedom colony has been recorded in this area (Texas A&M University 2021). The results of the comprehensive review are presented below.

Topography

The APE is located within the Edwards Plateau physiographic region (Bureau of Economic Geology [BEG] 1996). This area is dominated by relatively flat terrain with box canyons that ranges in elevation from 450 to 3000 feet above mean sea level (BEG 1996). The area surrounding the APE is a mix of residential, undeveloped rangeland and pasture, and small amounts of commercial uses. The APE crosses uplands overlooking Salado Creek and would be low to moderate probability for the presence of pre-contact era archeological sites.

Geology

The geologic structure of the Edwards Plateau is characterized by beds tilted south comprised of limestones and dolomites (BEG 1996). The APE crosses two geologic units: Early Cretaceous Georgetown Limestone and Late Cretaceous Buda Limestone and Del Rio Clay (BEG 1981). Buda Limestone, Del Rio Clay, and Georgetown Limestone predate the generally accepted timeframe for human occupation of North America, and thus appear too old to harbor preserved archeological deposits (BEG 1981).

Soils

The APE crosses three soil associations: Denton silty clay (1 to 3 percent slopes), Doss silty clay (1 to 5 percent slopes), and Houston Black clay (1 to 3 percent slopes (Web Soil Survey 2021). Denton soils are silty and clayey sloping alluvium that formed over residuum weathered from limestone bedrock, while Doss soils are clayey upland sloping soils that developed *in situ* from residuum weathered from marls and limestone (Web Soil Survey 2021). These soils have some potential to contain near surface archaeological deposits, but little to no potential to contain intact buried archeological deposits. Houston Black soils are generally dense clayey upland soils that developed *in situ* from chalks and marls (Web Soil Survey 2021) and have some potential to contain near surface archaeological deposits, but little to no potential to contain intact buried archeological deposits.

Discussion of Previous Work and Sites

According to review of Atlas data on November 10, 2021, no part of the APE has been previously surveyed for archeological resources, but three surveys have been conducted within a 1-mile radius (**Figures 3** and **4** in **Appendix A, Table 1**). No recorded archeological sites cross the APE, although one archeological site (41WM1276) is located within a 1-mile radius of the APE (see **Figures 3** and **4**, **Table 2**).

One cemetery, the non-perpetual care Land Cemetery, also known as the Salado Valley Cemetery, abuts the APE (see **Figures 3** and **4**, **Table 2**). According to research, the first interment within the Land Cemetery occurred in 1862, when the cemetery was exclusively private and used by the Land Family (THC 2006, 2010). The cemetery was rededicated as a public "burying ground for the citizens of Salado Valley and surround County" in 1886 (Williamson County Clerk's Office 1887). To date, Land Cemetery reportedly contains over 200 marked graves, an unknown number of unmarked graves, is open to the public, and is still actively accepting burials (Findagrave.com 2021; THC 2006, 2010). It is unknown if the cemetery was once racially segregated; however, as a community cemetery and given common social practices of the late

nineteenth and early twentieth century in Central Texas, this is likely. The cemetery received a Historic Texas Cemetery designation in 2006 (THC 2010), and the text of the historical marker erected at the site is as follows:

THIS BURIAL GROUND ORIGINALLY SERVED THE CORN HILL COMMUNITY, AN EARLY WILLIAMSON COUNTY SETTLEMENT NAMED BY COUNTY JUDGE JOHN E. KING FOR THE FIELDS OF CORN SURROUNDING HIS HOME. BY THE 1880s, CORN HILL HAD A POST OFFICE, BUSINESSES, CHURCHES, FRATERNAL LODGES, COTTON GINS, MILLS, A NEWSPAPER AND A SCHOOL. LAND CEMETERY IS ON PROPERTY OWNED BY SETTLERS NICHOLAS (d. 1896) AND ELIZABETH ANN (GILES) LAND (d. 1911), WHO IN 1863 BURIED HIS OLDEST SON, JOHN, HERE, ESTABLISHING A FAMILY BURIAL GROUND; THEY SOON OPENED IT TO NEIGHBORING FAMILIES AS WELL. AT LEAST 25 INDIVIDUALS WERE INTERRED IN THE GRAVEYARD BEFORE 1886, WHEN THE SALADO VALLEY CEMETERY ASSOCIATION PURCHASED 4.1 ACRES FROM NICHOLAS AND ELIZABETH LAND FOR CEMETERY USE. OTHERS INVOLVED IN THE LAND TRANSACTION WERE R.K. AND MARY LOU SHAVER, J.B. AND BELL SHAVER, AND TRUSTEES G.B. BUCHANAN, W.P. ROUTON, AND J.W. ROBERTSON. IN 1909, THE BARTLETT WESTERN RAILWAY BYPASSED CORN HILL. THE COMMUNITY OF JARRELL WAS ORGANIZED ALONG THE RAIL LINE AND RESIDENTS SOON BEGAN TO ALSO USE THIS BURIAL GROUND. CEMETERY FEATURES INCLUDE CURBING, OBELISKS, INTERIOR FENCING, VERTICAL STONES, GRAVE SLABS AND FALSE CRYPTS. THE INTERRED INCLUDE VETERANS OF FOREIGN CONFLICTS AND MEMBERS OF THE KNAUTH, LANGENEGGER, AND SCHWERTNER FAMILIES, GERMAN IMMIGRANTS WHO WERE AMONG THE AREA'S EARLY SETTLERS. THE 1997 F5 JARRELL TORNADO, WHICH RESULTED IN THE DEATHS OF 27 INDIVIDUALS, DAMAGED GRAVESTONES IN THE CEMETERY; MANY WERE LATER REPAIRED. TODAY, THE SALADO VALLEY CEMETERY ASSOCIATION CONTINUES TO CARE FOR THIS BURIAL GROUND, WHICH SERVES AS A CONNECTION BETWEEN THE EARLY RESIDENTS OF CORN HILL AND THE MANY OTHERS WHO HAVE LIVED NEAR SALADO CREEK IN NORTHERN WILLIAMSON COUNTY.

Given potential for unmarked burials and the age of the cemetery, it is important to assess the current boundaries considering possible historic-era aberrations. Deed research has indicated that the cemetery measured 4.1 acres in 1886, but current county appraisal district records indicate the property has been reduced to 2.24 acres (97,574 square feet) in size (Williamson County Clerk's Office 1887; Williamson County Appraisal District 2021). A deed record for 163.36 acres of land (comprised of two tracts, one 133.41 acres and the other 29.95 acres), currently owned by Gregory Danek, that abuts the cemetery along its southern boundary states that "This property includes a fenced area that is subject to an old abandoned lane for the Land Cemetary that was formerly a part of the 4.1 acre property that was deeded to the Salado Valley Cemetery Association of record in Vol. 42, Pg. 356, Deed Records", suggesting the missing 1.86 acres is encompassed by this original lane to the cemetery (Williamson County Clerk's Office 2007). In an effort to test this fact, the project engineer plotted the metes and bounds of the 1886 deed that created the cemetery, which revealed the true extent of the 4 and 1/10th acres designated in the deed (Figures 5 and 6 in Appendix A). This plot confirms that the missing acreage is encompassed by the abandoned lane, i.e., does not alter the current fenced boundary of the cemetery. Copies of the referenced county records are included in Appendix C.

Two OTHMs are located within 1 mile of the APE (see **Figures 3** and **4**, **Table 2**). No NRHP Properties, or NRHP Districts were identified within 1 mile of the APE. Also, no HHPAs were identified within the APE (NETR 2021). The project is not within 1 mile of the El Camino Real de los Tejas National Historic Trail or any currently documented freedom colony.

Table 1. Previous Investigations within 1 Mile of APE

Project	Sponsor/ Investigator	Site(s) Discovered or Revisited	Approximate Distance of Previous Project APE	Reference
1997 Williamson County Raw Water Pipeline Survey	Williamson County	None w/in 1 mile of APE	0.66 mile	Schroeder et al. 1999
2012 IH-35 Underpass at Bud Stockton Loop Survey	TxDOT (Texas Department of Transportation)	41WM1276	0.81 mile	Beene and Burden 2018
2016 East Williamson County Rural Water Transmission System Survey	Lone Star Regional Water Authority	None w/in 1 mile of APE	0.96 mile	Godwin 2016

Table 2. Resources within 1 Mile of APE

Site/Cemetery/NRHP District	Description	SAL/NRHP eligibility	Approximate Distance to APE
41WM1276	Historic-era farmstead	Determined Ineligible within IH 35 ROW 2014	0.82 mile
Corn Hill Community	Historical Marker	NA	0.81 mile
Land Cemetery	Historical Cemetery/Historical Marker	Undetermined	Abuts the APE

Description of Existing Disturbances

Portions of the APE have been disturbed by roadway construction and the remainder has been subjected to agricultural cultivation for over 40 years. No documented oil and gas pipelines cross the APE (Railroad Commission of Texas 2021). One municipal water pipeline crosses the APE, parallel to the south side of CR 305 (Public Utility Commission 2021).

RESEARCH DESIGN

Blanton & Associates, Inc. (B&A) proposes to conduct 100-percent intensive archeological survey of the APE to identify archeological sites, which will consist of surface examination coupled with systematic shovel testing. Shovel test transect intervals will not exceed 98 feet (30 meters [m]) wide across the APE and shovel test density will be at least one shovel test for every 328 linear feet (100 linear m) per transect.

All 30-centimeter (cm) diameter shovel tests will be excavated in arbitrary 10-cm levels to a minimum of 80 cm in depth or culturally sterile sediments, whichever occurs first. All excavated soil will be screened through 0.25-inch (0.63 cm) hardware cloth.

All field investigations will be carried out prior to the proposed construction in order to identify any potential archeological or historic properties within the APE that may be affected by the undertaking. All survey methods will comply with applicable standards outlined and defined in 13 Texas Administrative Code (TAC) 26.15(6) and policies of the THC, as well as guidelines of the Council of Texas Archeologists (CTA), or plausible justification for deviation from these standards will be explicitly provided in the draft survey report. Field observations will be recorded on appropriate B&A field forms and the locations of each shovel test will be plotted with a hand-held global positioning system (GPS) receiver equipped with submeter accuracy. The entire survey area will be photo documented.

In accordance with the 2020 revised state archeological standards, an archeological site and isolated find are defined as follows. An archeological site is any terrestrial or marine-based place that exhibits physical evidence of human activity over 50 years of age that may be surficial or subsurface and includes the material remains of said activity such as discrete cultural features (e.g., stains, middens, pits, hearths, postholes, mounds, roads, trails, human graves, shipwrecks, dams, remains of buildings or structures, rock art, water systems, or artifact caches, etc.) or non-discrete activity areas (e.g., artifact or ecofact scatters, lithic procurement localities, occupation zones, game processing locales, or battlefields, etc.) or a combination thereof that allows for its interpretation. This definition is based on Advisory Council on Historic Preservation Section 106 Archaeology Guidance, the Society for American Archaeology site definition, and 13 TAC 26.3[5]. Sites will be recorded on a State of Texas Archeological Site Data Form, a site sketch map will be drafted, and photos of the site will be taken. This form will be submitted to the Texas Archeological Research Laboratory and a trinomial will be obtained. Each archeological site documented as a result of the survey will be evaluated according to published eligibility criteria for inclusion in the NRHP or designation as a SAL. An isolated find is the location of less than three artifacts (e.g., artifacts originating from one source, such as three pieces of the same bottle should be counted as one artifact) devoid of association with any discrete cultural feature or non-discrete activity area within a 328-foot (100m) diameter area, unless it is an exceptionally rare and significant find (e.g., Clovis point). Isolated finds will be photographed, and the locations of each will be recorded by GPS and documented in the survey report. This definition is based on State Historic Preservation Officer guidelines for Kansas, Kentucky, Louisiana, Montana, New Mexico, and Utah, as well as Arizona State Museum site designation guidelines.

Survey will be conducted within portions of the APE where right of entry (ROE) has been granted at the time of survey. If ROE is not granted at the time of survey, investigators will attempt to assess the APE from public land and will make recommendations regarding further survey, if necessary.

If cultural materials or indications of an archeological site are discovered during survey, a minimum of six shovel tests will be excavated in a cruciform pattern radiating out from the initial positive shovel test at intervals no greater than 10 m until two negative shovel tests are found in each direction or topographic limits (e.g., landform boundaries, streams) are reached to delineate the horizontal and vertical extent of the site.

Artifacts, if encountered, will not be collected during survey but will be sufficiently described and photographed in the field for further analysis according to 2020 revised state archeological survey standards. All survey records, including photographs, will be processed for curation at the Center for Archaeological Research (CAR) at The University of Texas at San Antonio according to CAR's *Standards and Procedures for the Preparation of Archaeological Collections, Records, and Photographs* (n.d.).

As the Land Cemetery abuts the APE, possible compliance with the Texas Health and Safety Code Title 8 (c) Chapter 711 and associated regulations (13 TAC 22) may be required. Although the cemetery boundary is fenced and has been documented at its present extent since 1886, given the age and condition of the cemetery, there is potential for the existence of unmarked graves outside the fenced boundary near the APE. Therefore, as stipulated by the THC, mechanical scraping of a buffer zone extending 25 feet east of the current approximately 357-foot-long fenced eastern boundary of the Land Cemetery, an area measuring up to 8,825 square feet, will be conducted to determine the presence or absence of unmarked human graves that may be associated with the cemetery within the APE. The scraping will be performed using a trackhoe equipped with a 32-inch-wide or wider flat-bladed bucket and scraping will proceed in shallow, approximately 6-inch-thick layers and will be monitored by two to three archeologists. At intervals, the archeologists will enter the scraped pit and hand scrape the exposed surface to identify burial features such as grave shafts if present. Scraping will commence in this way until a depth of up to 3 feet below the current ground surface is reached unless clearly sterile soils, such as caliche, are encountered at a shallower depth. At this point, the entire floor of each scraping pit and side walls will be examined, the area will be photographed, and the dimensions of the pit recorded with a sub-meter accurate GPS unit. If any burial features are identified, these will be documented, and secured, and Williamson County will be notified of the find. Once documentation of the presence or absence of burial features is complete, each pit will be backfilled. In addition, the THC will be consulted to ensure work continues in accordance with provisions of the Texas Health and Safety Code Title 8 (c), Chapter 711, as amended, and associated regulations (13 TAC 22). Results of the scraping will be included in the survey report. If no burial features are identified as a result of the scraping, an inadvertent discovery plan will be included in the survey report.

REPORTING REQUIREMENTS

Following fieldwork, a report of findings will be generated in accordance with standards for reports relating to archeological permits (13 TAC 26.16), guidelines of the CTA for cultural resources management reports. This report will include discussion of the results of the field investigations, a list of identified sites if any, eligibility recommendations for each site, and the criteria under which the sites were evaluated. The report will also include recommendations for further work or no further work with appropriate justifications based on the requirements of 13 TAC 26.15 and defined in 13 TAC 26.10. The report will also include the locations of each shovel test, recorded site locations, and specify land ownership for these areas.

A copy of the draft report will be submitted to Williamson County and the THC for review and comment. A shapefile or .kmz file of the project location will also be submitted to the THC. Upon concurrence with the draft report, a .pdf copy of the final report will be submitted to the THC in partial fulfillment of permit requirements. The .pdf copy of the final report will contain at least one map with the plotted location of any

and all recorded sites. A hardcopy of the final report will also be sent to the THC and the Texas State Library and Archives, and a copy will accompany all survey records and photographs to CAR for curation.

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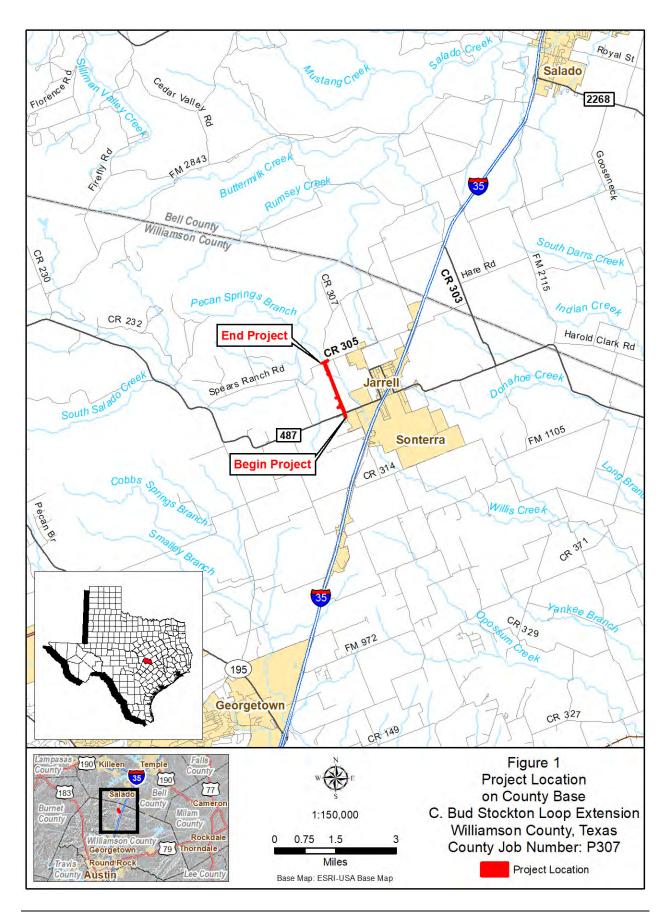
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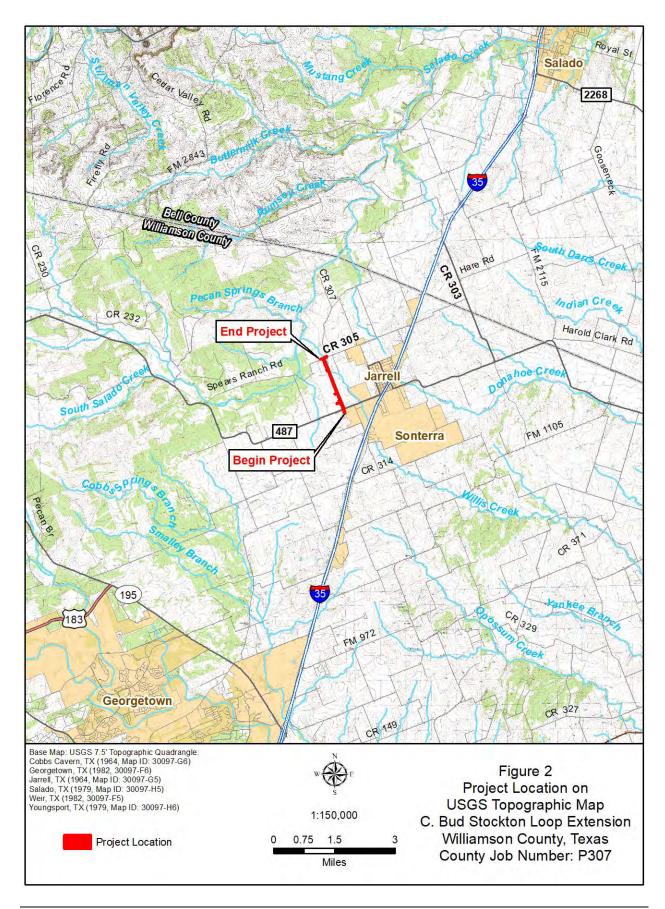
Williamson County Clerk's Office

- 1887 Deed Records Vol. 42, Page 356. Williamson County Clerk's Office, Georgetown, Texas.
- 2007 Deed Records Vol. 1584, Page 531. Williamson County Clerk's Office, Georgetown, Texas.

APPENDIX A

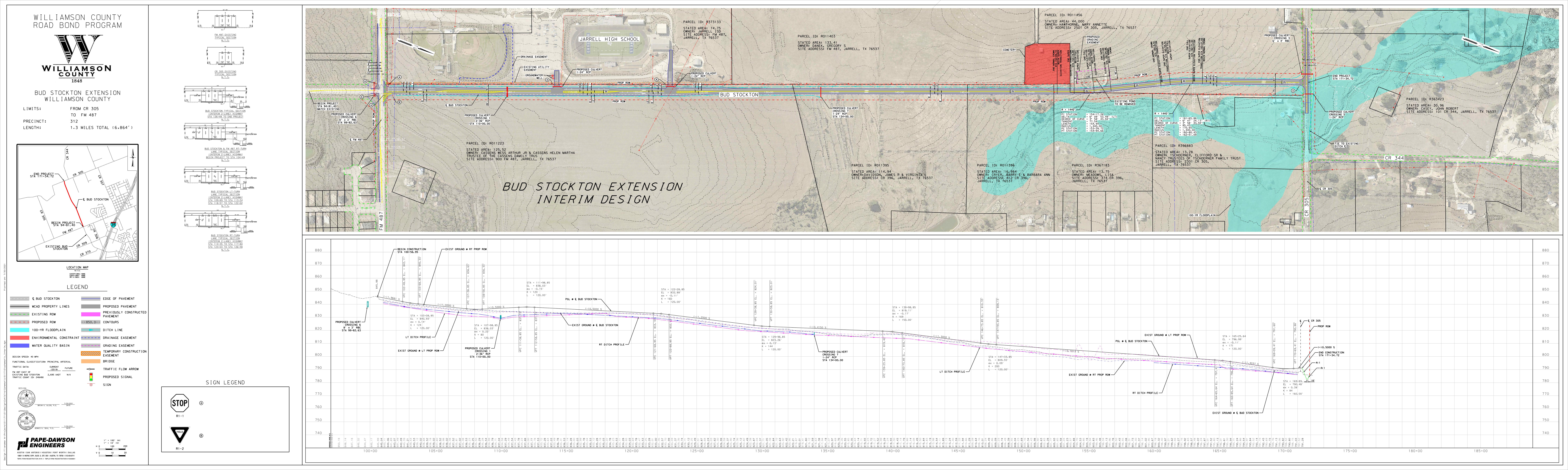
Figures





APPENDIX B

Preliminary Project Plans (Interim Design)



APPENDIX C

Land Cemetery Archival Records

All pages of this Appendix have been redacted

Commissioners Court - Regular Session

Meeting Date: 05/17/2022

Bud Stockton Ext. Pape-Dawson Contract Amendment No. 1

Submitted By: Marie Walters, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

41.

Agenda Item

Discuss, consider, and take appropriate action on Contract Amendment No. 1 to the Bud Stockton Extension contract between Williamson County and Pape-Dawson Engineers, Inc. relating to the 2019 Road Bond Program. Project: P307 Fund Source: Road Bonds

Background

Pape-Dawson Contract Amendment No. 1 increases the contract compensation cap by \$80,000.00 from \$1,200,000.00 to \$1,280,000.00. The increase will allow for the execution of a Supplemental Work Authorization for mechanical scrapings to confirm presense/absence of unmarked graves required by the Texas Historical Commission due to proximety to a cemetery. Also included is budget for a future construction phase services work authorization to be negotiated closer to letting.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

BudStockton-PapeDawson-Amendment01

Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Becky Pruitt 05/12/2022 08:02 AM

Form Started By: Marie Walters Started On: 05/11/2022 04:28 PM Final Approval Date: 05/12/2022

CONTRACT AMENDMENT NO. 1 TO WILLIAMSON COUNTY CONTRACT FOR ENGINEERING SERVICES

WILLIAMSON COUNTY ROAD BOND PROJECT: RFQ2451 BUD STOCKTON EXTENSION (CR305-FM487) ("Project")

THIS CONTRACT AMENDMENT NO. <u>1</u> 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 <u>Pape-Dawson Engineers</u>, <u>Inc.</u> (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 May 19, 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 to \$1,200,000.00; and,

WHEREAS, the Rate Schedule in Exhibit D of the Contract are limited to the rates noted in said Exhibit D; and,

WHEREAS, it has become necessary to amend the Contract.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the Engineer agree that the Contract is amended as follows:

I. The Compensation Cap under Article 5 of the Contract is hereby increased from \$1,200,000.00 to \$1,280,000.00.

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

IN WITNESS WHEREOF, the County and the Engineer have executed this Contract Amendment, in duplicate, to be effective as of the date of the last party's execution below.

ENGINEER:	COUNTY:
By:	By:
Signature	Signature
Dennis Seal	
Printed Name	Printed Name
Vice President	
Title	Title
5/9/2022	
Date	Date

Commissioners Court - Regular Session

Meeting Date: 05/17/2022

Corridor C SH29 Bypass ATKINS Contract Amendment No. 2

Submitted By: Marie Walters, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

42.

Agenda Item

Discuss, consider, and take appropriate action on Contract Amendment No. 2 to the Corridor C (SH29 Bypass Gap) contract between Williamson County and ATKINS North American, Inc. relating to the 2013 Road Bond Program.

Project: P459 Fund Source: Road Bonds

Background

ATKINS Contract Amendment No. 2 increases the contract compensation cap by \$1,550,000.00 from \$4,700,000.00 to \$6,250,000.00. The increase will all for the execution of Work Authorization #3 for an Archeology investigation requested by Texas Historical Commission. WA#3 will authorize the initial phase of field excavations and interim reporting. The cap increase includes budget for estimated cost for Phase II which includes lab analysis, curation preparation, draft & final reporting, as well as Phase III for curation submission.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

CorridorC(SH29Bypass)-ATKINS-Amendment2 CorridorC(SH29Bypass)-ATKINS-WA3

Final Approval Date: 05/12/2022

Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Becky Pruitt 05/12/2022 11:47 AM

Form Started By: Marie Walters

Started On: 05/12/2022 11:19 AM

CONTRACT AMENDMENT NO. 2 TO WILLIAMSON COUNTY CONTRACT FOR ENGINEERING SERVICES

WILLIAMSON COUNTY ROAD BOND PROJECT: Corridor C SH 29 Bypass ("Project")

THIS CONTRACT AMENDMENT NO. <u>2</u> 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 <u>Atkins North American, Inc.</u> (the "Engineer") and becomes effective as of the date of the last party's execution below.

WHEREAS, the County and the Engineer executed the Williamson County Contract for Engineering Services dated effective March 13, 2017 (the "Contract");

WHEREAS, pursuant to Article 14 of the Contract, the terms of the Contract may be modified by a written fully executed Contract Amendment;

WHEREAS, the "Compensation Cap" under Article 5 of the Contract limits the maximum amount payable under the Contract to \$4,700,000.00; and,

WHEREAS, the Rate Schedule in Exhibit D of the Contract are limited to the rates noted in said Exhibit D; and,

WHEREAS, it has become necessary to amend the Contract.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the Engineer agree that the Contract is amended as follows:

- I. The Compensation Cap under Article 5 of the Contract is hereby increased from \$4,700,000.00 to \$6,250,000.00.
- II. 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 Contract Amendment, to be effective as of the date of the last party's execution below.

ENGINEEK:	COUNTY:
By: Semife K. forenor	By:
Signature	Signature
Jennifer K. Sorenson	
Printed Name	Printed Name
Vice President	
Title	Title
May 6, 2022	
Date	Date

Exhibit D - Rate Schedule Transportation Corridor C SH 29 Bypass

Atkins North America, Inc					
CATEGORY	RATE (per hour)				
Principal	\$324.00				
Sr Advisor/Sr Project Manager	\$324.00				
Project Manager	\$295.00				
Sr. Engineer II	\$319.00				
Sr. Engineer I	\$248.00				
Project Engineer	\$189.00				
Design Engineer	\$145.00				
EIT	\$118.00				
Sr. Engineer Tech	\$153.00				
Engineer Tech	\$118.00				
Sr. CADD Operator	\$145.00				
CADD Operator	\$91.00				
Sr. Environmental Planner	\$218.00				
Environmental Planner	\$201.00				
Jr. Environmental Planner	\$136.00				
Sr. Environmental Specialist	\$159.00				
Environmental Specialist	\$130.00				
Jr. Environmental Specialist	\$109.00				
Sr. GIS Analyst	\$145.00				
GIS Analyst	\$92.00				
Graphics Technician	\$88.00				
Sr Public Involvement Specialist	\$180.00				
Public Involvement Specialist	\$145.00				
Jr. Public Involvement Specialist	\$109.00				
Sr. Transportation Planner	\$218.00				
Transportation Planner	\$171.00				
Jr. Transportation Planner	\$119.00				
Scheduler	\$163.00				
Contract Specialist	\$127.00				
Admin/Clerical	\$84.00				

Exhibit D - Rate Schedule Transportation Corridor C SH 29 Bypass

Charles D Frederick, PhD, PG						
CATEGORY	RATE (per hour)					
Geoarchaeologist	\$80.00					

WORK AUTHORIZATION NO. 3

PROJECT: Corridor C SH 29 Bypass

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated <u>March 13, 2017</u> and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and <u>Atkins North America, Inc.</u> (the "Engineer").

Part 1. The Engineer will provide the following Services set forth under Phase I in Attachment "B" of this Work Authorization. While a brief explanation of Phases II and III are also provided, these Services will be Authorized under Supplemental Agreements based upon the results of the Services set forth under Phase I and later Phase II in Attachment "B" of this Work Authorization. The Phases are anticipated to be as follows:

- Phase I Field Excavations and Interim Reporting
- Phase II Laboratory Analysis, Draft and Final Reporting, and Curation Preparation
- Phase III Curation Submission

Part 2. The maximum amount payable for services under Phase I in this Work Authorization without modification is \$920,244.

Part 3. Payment to the Engineer for the services established under this Work Authorization shall be made in accordance with the Contract.

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on <u>October 31, 2023</u>. The Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

Part 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

Part 6. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Work Authorization. Engineer understands and agrees that County's payment of amounts under this 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 this Contract. It is further understood and agreed by Engineer that County shall have the right to terminate this

Contract 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 Engineer.

Part 7. This Work Authorization is hereby accepted	d and acknowledged below.
EXECUTED this	
ENGINEER: Atkins North America, Inc.	COUNTY: Williamson County, Texas
By: Signature	By:Signature
Jennifer Sorenson Printed Name	Bill Gravell Printed Name
Vice President, Sector Manager Title	County Judge Title
LIST OF ATTACHMENTS	
Attachment A - Services to be Provided by County	
Attachment B - Services to be Provided by Engineer	∮ ∤ 5/12/2022 r
Attachment C – Services to be Provided by Subcons	sultant
Attachment D - Work Schedule	
Attachment E - Fee Schedule	

ATTACHMENT A

SERVICES TO BE PROVIDED BY THE COUNTY

In general, Williamson County and its representatives to their best efforts will render services as follows:

- 1. Obtain Rights of Entry from landowners that are unwilling to grant access to the Engineer.
- 2. Provide timely reviews and decisions necessary for the Engineer to maintain the project work schedule.
- 3. Provide Engineer with plan changes.

The following services, if not rendered by Williamson County, will be rendered by the Engineer at Williamson County's expense and are noted as line items in Attachment "E" of this Work Authorization.

- 1. Provision of a portable sanitary waste station.
- 2. Fencing of the ROW between stations 240+00 and 244+60 as noted on EPIC sheets.
- 3. Providing a backhoe and backhoe driver for backhoe investigations.
- 4. Providing a large truck and driver to haul dirt removed during backhoe investigations.

ATTACHMENT B

SERVICES TO BE PROVIDED BY THE ENGINEER

DATA RECOVERY EXCAVATIONS FOR SITE 41WM1398 FOR THE CORRIDOR C SH 29 BYPASS

In accordance with the Research Design of Investigations for the Texas Antiquities Permit (TAP) concurred upon by the Texas Historical Commission (THC), the Engineer will conduct the following phased deliverables in fulfillment of the conditions of the TAP per the Antiquities Code of Texas of 1969, as amended. A brief summary of the components of each of the phases is provided below with a more detailed explanation being provided within the Research Design of Investigations for the TAP. Also, in accordance with Research Design of Investigations, the recommendation of the THC and with the permission of Williamson County, the Area of Potential Effect (APE) data recovery excavations is the entirety of the known boundaries of archaeology site 41WM1398 within the future highway ROW, which includes all of the deep impact areas and the shallow impact areas within the archaeological site, for a combined total surface area of 3,100 m² (33,367.5 sq. ft) or 0.31 ha (0.77 acres).

PHASE I: FIELD EXCAVATIONS AND INTERIM REPORTING

1. Mobilization

In addition to basic field preparations, the Engineer will procure a backhoe and backhoe driver, fencing and fencing installation, a portable waste sanitation station as well as a truck for the removal of backdirt from the site if these have not been rendered by Williamson County.

2. Backhoe Investigations

Following the reopening and widening of Trench 1, and possibly Trench 2, from the previous Testing Phase at site 41WM1398, a series of new backhoe trenches will be established across the APE to (1) locate and expose additional deeply buried features and living surfaces and (2) allow for the observation and study of the terrace sediments for the geomorphological analysis. A dirt truck will be used to move the mechanically excavated sediments to an area within the right-of-way that will not be excavated.

The backhoe and dirt truck will return toward the end of the field excavations to search for additional and deeper buried cultural horizons if the Principal Investigator deems it necessary. The backhoe and truck will also be used to backfill the excavation trenches and units at the completion of the field work.

Based on the observations in the walls of the trenches, the Principal Investigator will make decisions on placement of hand excavation units.

3. Hand Excavations

Archaeologists will reestablish the excavation grid of 1-x-1 m units created during the Testing Phase located over Features 4, A, B, and C. The placement of the hand excavation units will be at

the direction of the Principal Investigator based on the findings in the field from the previous Testing at the site, the profiles revealed from the backhoe trenches, and the findings while in the field.

4. Geoarchaeological/Geomorphological Analysis

Geomorphological studies will be conducted by an advanced degreed archaeologist with specialized training in Geoarchaeology and Geomorphology. The geomorphology of the archaeological site will be analyzed, as well as that of the adjacent meandering stream, to the greatest extend possible within the highway ROW, in order to provide a complete understanding of the landform development and its human usage through time. Historic and recent aerial photographs, historic topographic maps, and any available LiDAR imagery will be examined to study changing stream channels and erosional impacts through recent history that have altered the site. Geoarchaeologists will utilize the backhoe trenches across the site as well as the walls of the hand excavations and the adjacent cutbank to examine the soils and facies that formed during the terrace development.

In addition to the macro-stratigraphic investigations, geoarchaeologists will collect stratigraphic column samples for pedological analysis and AMS radiocarbon dating. The exact number and placement of the columns will be decided in the field after completion of the backhoe trenching, hand excavations, and observations of the exposed sediments.

5. Artifact Collection and Initial Laboratory Analysis

All diagnostic artifacts encountered will be documented *in sitú* if possible. All collected artifacts will be transported to the Engineer's in-house archaeological laboratory in Austin for initial processing. Artifacts anticipated to be collected include charcoal, bone, mussel shell, *rabdotus* shell, lithics, groundstone, fire cracked and burned rock, and soil samples.

6. Reporting

Following completion of the field work investigations, the Engineer will prepare an Interim Report describing the findings during the investigations and preliminary recommendations, and send it to Williamson County for review and comment. Following Williamson County's review of the Interim Report, The Engineer will address comments and resubmit the Interim Report to Williamson County for final approval. The Engineer will then submit a copy of the Interim Report to the THC for their review and comment through the THC's eTrac system. After review, the Interim Report will be revised to address any THC comments. Upon concurrence of the Interim Report by the THC, the project will be allowed to proceed while the Engineer completes the Phases II and III (described below: laboratory analysis, draft and final report writing, review process, and curation submission).

7. Assumptions

 All work included in this scope is based on the revised study plan to be provided to the THC.

- Per the TCH study plan, the Engineer anticipates opening 6 new trenches across the APE in addition to reopening Trench 1 and possibly Trench 2 from the previous Testing Phase of site 41WM1398. See the attached trenching exhibit for the excavation plan included in the draft study plan.
- Excavations by the backhoe trenches are estimated to be a total of 280 m (926. ft) total lengths x 1 m width (3.28 ft) (one backhoe bucket width) x 1.75 m (5.74 ft) depth for a total of 494.83 m³ (17,475 ft³).
- Approximately 20 m³ of soil will be examined by hand excavations.
- Between two and four soil columns will be placed for geoarchaeological and geomorphological investigation.
- The number of samples are estimated to be a minimum of 50 samples from soil profile columns.
- Based on the Testing Phase, 25 samples are expected from features.
- The Phase 1 fee estimate assumes a total of 75 samples. The excavation phase may result in the discovery of unanticipated artifacts that require additional samples.
- The project may proceed upon concurrence of the interim Data Recovery report by the THC.
- The results of Phase I will be used to inform the scope and fee for Supplemental Work Authorizations for Phase II and III.
- Field work will begin within approximately 2 months from approval of the WA with the procurement of fencing, portable sanitary waste station, backhoe/backhoe driver and truck for backdirt removal as well as the completion of other preparations necessary for fieldwork to commence.
- Backhoe investigations will take approximately 1 week with 3 persons for each of the initial opening of trenches and backfilling of trenches.
- Hand excavation is estimated to require 5 months with 5 FTEs.
- Artifact collection and initial laboratory analysis will take approximately 1 month after completion of field investigations.
- Reporting and client/agency (THC) review/comment will take approximately 3 months from the completion of field investigations and initial laboratory analysis. The Engineer will respond to 1 round of comments from each the client and the THC.
- The THC has 30 days to review to all materials submitted.
- All field work and deliverables will comply with the Engineer's quality, safety, security and environmental standards.

PHASE II: LABORATORY ANALYSIS, DRAFT AND FINAL REPORTING, AND CURATION PREPARATION

1. Laboratory Analysis and Curation Preparation

Collected artifacts will be preparation for curation. A more detailed description of this analysis is provided in the Research Design of Investigations in the TAP.

2. Draft and Final Reporting

Following competition of the field work, Interim Report, and laboratory analysis, the Engineer will prepare a Draft Report, including a discussion of the field investigations and laboratory analysis, and send it to Williamson County for review and comment. Following Williamson County's review of the Draft Report, the Engineer will address comments and resubmit the Draft Report to Williamson County for final approval. The Engineer will then submit a copy of the Draft Report to the THC for their review and comment through the THC's eTrac system. After review, the Final Report will be revised to address all THC comments. The Final Report will meet the report format standards of 13 TAC 26.24, including satisfaction of the THC and CTA's excavation reporting guidelines.

The Engineer will provide one unbound copy and tagged PDF file of the Final Report (including a no-site location map version), and a GIS shapefile of the project area to the THC. Copies of the report will also be furnished to Williamson County and to various repositories across the state, in accordance with THC permit requirements. The Engineer will also provide electronic versions of the report to the THC as directed at the time of submittal.

3. Assumptions

• Phase II scope and fee will be revised in a Supplemental Work Authorization based upon the results of Phase I.

PHASE III: CURATION SUBMISSION

Recovered artifacts, photographs, and field paperwork will be curated at the Center for Archaeological Studies at Texas State University in San Marcos, Texas in accordance with THC, CTA, and CAS requirements.

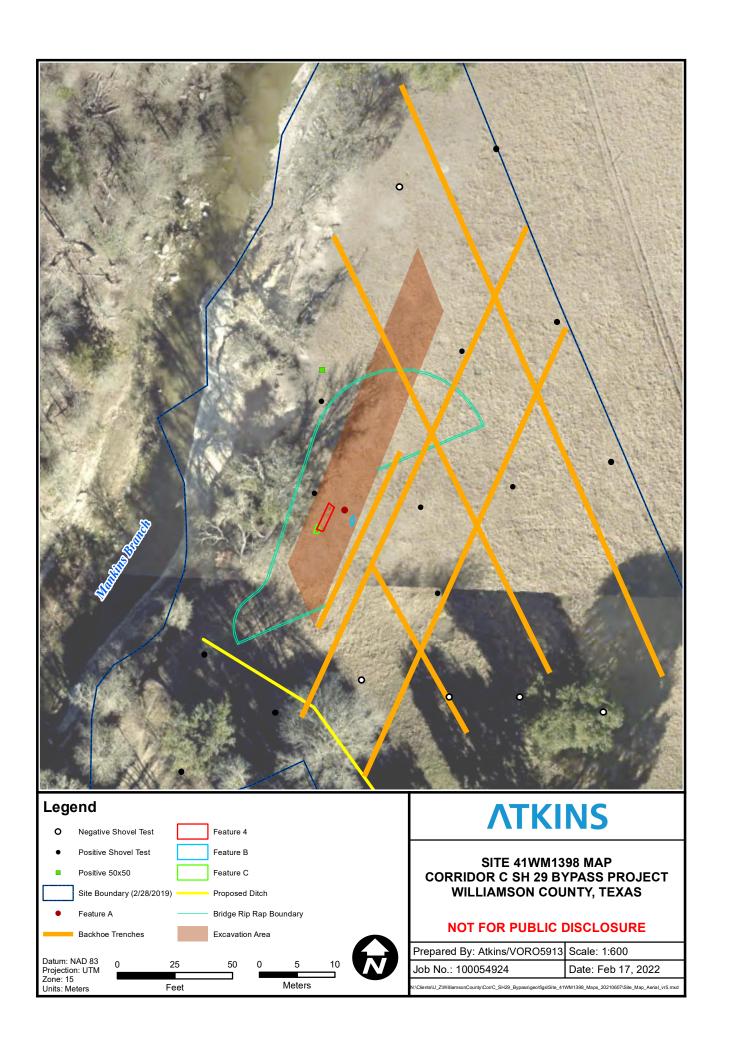
Assumptions

- Phase III scope and fee will be revised in a Supplemental Work Authorization based upon the results of Phase I and Phase II.
- Based upon the volume of material generated for the previous Testing Phase of 41WM1398, the volume of material to be curated as part of Data Recovery is estimated to be approximately 30 boxes of materials and approximately 9 linear inches of records.

ATTACHMENT C

SERVICES TO BE PROVIDED BY THE SUBCONSULTANT GEOARCHAEOLOGICAL/GEOMORPHOLOGICAL CONSULTATION

As requested by the THC, the Engineer has retained Charles D. Frederick PhD, PG.



Williamson County Corridor C SH 29 Bypass Data Recovery Excavations for Site 41WM1398 - Phase 1: Field Excavations and Interim Reporting Attachments D & E: Schedule & Fee Estimate May 10, 2022





Attachment D - Work Schedule

Phase 1 Schedule	May-22	Jun-22	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23
Mobilization																
Trenching																
Hand Excavations																
Geoarchaeological/Geomorphological Analysis																
Artifact Collection & Initial Laboratory Analysis																
Interim Reporting																
Client & Agency Review, Revisions																
Interim Construction Permit (milestone)																

Attachment E - Fee Schedule

Labor

Labor																				
Staff	Position	Billing Rate	May-22	Jun-22	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Hours	Fee
Chris Allen	Sr. Environmental Planner	\$218	10	10	5	5	5	5	5	5	5	5	5	5	5	5	10	10	100	\$21,800
Katherine Turner-Pearson	Sr. Environmental Specialist	\$159	40	40	60	160	160	80	80	80	40	40	160	160	20	20	20	20	1180	\$187,620
Krista McClanahan	Environmental Specialist	\$130	50	50	60	70	70	70	60	60	40	30	30	30	20	20	20	20	700	\$91,000
Kelly Russell	Sr. Environmental Specialist	\$159	10	10	40	30	20	20	20	20	20	20	20	20	40	20	20	20	350	\$55,650
Russ Shortes	Environmental Specialist	\$130	40	40	80	160	160	160	160	160	40	40	40	40					1120	\$145,600
Sarah Bodah	Jr. Environmental Specialist	\$109			50	50	50	50	40	40	40	40							360	\$39,240
Ben Lee	Jr. Environmental Specialist	\$109	40	40	80	160	160	160	160	160	40	40	40	40					1120	\$122,080
Meg Renault-Varian	Jr. Environmental Specialist	\$109				160	160	160	160	160									800	\$87,200
TBD	Jr. Environmental Specialist	\$109				160	160	160	160	160									800	\$87,200
Myron Friedel	GIS Analyst	\$92		20	2	2	2	2	2	2	2	2	20	20					76	\$6,992
Amanda Boyd	Admin/Clerical	\$84											20	20		20	20		80	\$6,720

Expenses

Expense	Rate/unit	Quantity	Unit	Total
Hotel	\$130.00	75	nights	\$9,750.00
Truck Rate (2 trucks)	\$51.00	185	days	\$9,435.00
Trimble GPS	\$115.20	10	unit	\$1,152.00
TDS (Total Station)	\$1,700	6	months	\$10,200
Supplies	\$15	110	supply	\$1,650
Backhoe Operator	\$1,505	10	days	\$15,050
Meals	\$55	75	unit	\$4,125
Port-o-potty	\$180	6	months	\$1,080
Fencing	\$3,500	1	quote	\$3,500
C. Frederick	\$80	40	hours	\$3,200
Dirt Truck	\$125	80	hours	\$10,000
			Total	\$69,142

	00	Ψ0,7 20
Phase 1 La	bor Total	\$851,102
Phase 1 Ex	cpenses	\$69,142
Phase 1 To	otal	\$920,244

Commissioners Court - Regular Session

Meeting Date:

05/17/2022

Bud Stockton Possession and Use Agreement

Submitted For: Charlie Crossfield

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Submitted By:

Agenda Item

Discuss, consider and take appropriate action on a Possession and Use Agreement with Barry Cryer and Barbara Cryer regarding right-of-way needed for the Bud Stockton Loop project (parcel 5). Funding Source: Road Bonds P307

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

PUA

Form Review

Inbox Reviewed By Date

County Judge Exec Asst.

Form Started By: Charlie Crossfield Final Approval Date: 05/12/2022

Becky Pruitt 05/12/2022 11:19 AM

Started On: 05/11/2022 02:37 PM

43.

Charlie Crossfield, Road Bond

POSSESSION AND USE AGREEMENT FOR TRANSPORTATION PURPOSES

STATE OF TEXAS §

§ Parcel No.: 5

COUNTY OF WILLIAMSON § Project: Bud Stockton Loop

This Possession and Use Agreement For Transportation Purposes (the "Agreement") between WILLIAMSON COUNTY, TEXAS ("County"), and BARRY CRYER and BARBARA CRYER (the "Grantor" whether one or more), grants to the County, their contractors, agents and all others deemed necessary by the County, an irrevocable right to possession and use of the Grantor's property for the purpose of constructing a portion of the proposed Bud Stockton Loop roadway extension and related appurtenances, drainage and utility relocations (the "Roadway Construction Project"). The property subject to this Agreement is described more fully in field notes, plat map, or other description attached as "Exhibit A" and made a part of this Agreement by reference (the "Property").

- 1. For the consideration paid by the County which is set forth in Paragraph 2 below, the receipt and sufficiency of which is acknowledged, the Grantor grants, bargains, sells, and conveys to the County the right of entry and exclusive possession and use of the Property for the purpose of constructing a roadway, utility adjustments, and appurtenances thereto and the right to remove any improvements. Authorized activities include surveying, inspection, environmental studies, archeological studies, clearing, demolition, construction of permanent improvements, relocating, replacing, and improving existing utility facilities, locating new utility facilities, and other work required to be performed in connection with the Roadway Construction Project. This Possession and Use Agreement will extend to the County, its contractors and assigns, owners of any existing utilities on the Property and those which may be lawfully permitted on the Property by the County in the future, and all others deemed necessary by the County for the purpose of the Roadway Construction Project. This grant will allow the construction, relocation, replacement, repair, improvement, operation, and maintenance of utilities on the Property.
- 2. In full consideration for this irrevocable grant of possession and use and other Grantor covenants, warranties, and obligations under this Agreement, the County will tender to the Grantor the sum of EIGHTY-SIX THOUSAND ONE HUNDRED SEVENTY and 00/100 Dollars (\$86,170.00). The Grantor agrees that this sum represents adequate and full compensation for the possession and use of the Property. The County will be entitled to take possession and use of the Property upon tender of payment as set out herein, subject to the conditions in paragraph 14 below, if any.

The parties agree that the sum tendered represents 100% of the County's approved value, which assumes no adverse environmental conditions affecting the value of the Property. The approved value is the County's determination of the just compensation owed to the Grantor for the real property interest to be acquired by the County in the Property, encumbered with the improvements thereon, if any, and damages to the remainder, if any, save and except all oil, gas and sulphur. The parties agree that the sum tendered to Grantor will be deducted from any final settlement amount, Special Commissioners' award or court judgment. In the event the amount of the final settlement or judgment for acquisition of the Property is less than the amount the County has paid for the possession and use of the Property, then the Grantor agrees that the original amount tendered represents an overpayment for the difference and, upon written notice from the County, the Grantor will promptly refund the

overpayment to the County.

- 3. The effective date of this Agreement will be the date on which payment pursuant to Paragraph 2 above was tendered to the Grantor by the County, or disbursed to the Grantor by a title company acting as escrow agent for the transaction, (the "Effective Date").
- 4. The Grantor warrants and represents that the title to the Property is free and clear of all liens and encumbrances except as disclosed to Grantee in that certain title commitment numbered GT-2200565, issued February 17, 2022 by Texas Title Insurance Company/Longhorn Title (and any subsequent updates prior to the Effective Date), and that proper releases, if any, will be executed for the Property prior to funds being disbursed under this Agreement. The Grantor further warrants that no other person or entity owns an interest in the fee title to the Property and further agrees to indemnify the County from all unreleased or undisclosed liens, claims or encumbrances affecting the Property.

The above made warranties are made by Grantor and accepted by County subject the following:

- A. Visible and apparent easements not appearing of record;
- B. Any discrepancies, conflicts or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show; and,
- C. Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the Property, but only to the extent that said items are still valid and in force and effect at this time.
- 5. The parties agree that the valuation date for determining the amount of just compensation for the real property interest proposed to be acquired by the County in the Property, for negotiation or eminent domain proceeding purposes, will be the Effective Date.
- 6. This Agreement is made with the understanding that the County will continue to proceed with acquisition of a real property interest in the Property. The Grantor reserves all rights of compensation for the title and other interest in and to the Property which the Grantor holds as of the time immediately prior to the Effective Date of this Agreement. This Agreement shall in no way prejudice the Grantor's rights to receive full and just compensation as allowed by law for all of the Grantor's interests in and to the Property to be acquired by the County, encumbered with the improvements thereon, if any, and damages, if any, to the remainder of the Grantor's interest in any larger tract of which the Property is a part (the "Remainder"), all as the Property exists on the Effective Date of this Agreement. The County's removal or construction of improvements on the Property shall in no way affect the fair market value of the Property in determining compensation due to the Grantor in the eminent domain proceedings. No beneficial project influence will impact the appraised value of the Property to be acquired. This grant will not prejudice the Grantor's rights to any relocation benefits for which Grantor may be eligible.

- 7. In the event the County institutes or has instituted eminent domain proceedings, the County will not be liable to the Grantor for interest upon any award or judgment as a result of such proceedings for any period of time prior to the date of the award. Any interest accrual penalties will be deferred by the County until 90 days after entry of judgment.
- 8. The purpose of this Agreement is to allow the County to proceed with its Roadway Construction Project without delay and to allow the Grantor to have the use at this time of a percentage of the estimated compensation for the County's acquisition of a real property interest in the Property. The Grantor expressly acknowledges that the proposed Roadway Construction Project is for a valid public use and voluntarily waives any right the Grantor has or may have, known or unknown, to contest the jurisdiction of the court in any condemnation proceeding for acquisition of the Property related to the Roadway Construction Project, based upon claims that the condemning authority has no authority to acquire the Property through eminent domain, has no valid public use for the Property, or that acquisition of the Property is not necessary for the public use.
- 9. The Grantor reserves all of the oil, gas and sulphur in and under the land herein conveyed but waives all right of ingress and egress to the surface for the purpose of exploring, developing, mining or drilling. The extraction of oil, gas, and minerals may not affect the geological stability of the surface. Nothing in this reservation will affect the title and rights of the County to take and use all other minerals and materials thereon, and thereunder.
- 10. The undersigned Grantor agrees to pay as they become due, all ad valorem property taxes and special assessments assessed against Property until the Effective Date, including prorated taxes until the Effective Date for the year in which the County takes title to the Property.
- 11. Notwithstanding the acquisition of right of possession to the Property by the County in a condemnation proceeding by depositing the Special Commissioners' award into the registry of the court within forty-five (45) days after filing of said Award, less any amounts tendered to the Grantor pursuant to Paragraph 2 above, this Agreement shall continue to remain in effect until the County acquires title to the Property either by negotiation, settlement, or final court judgment.
- 12. This Agreement will also extend to and bind the heirs, devisees, executors, administrators, legal representatives, successors in interest and assigns of the parties.
- 13. It is agreed the County will record this document.
- 14. Other conditions: None
- 15. By its authorized signature below the following Tenants which have a leasehold interest in the Property hereby consent in all things to Grantee taking exclusive and sole possession of the Property pursuant to the terms of this Agreement, and to Grantor receiving the consideration recited herein:

Tenants:

At no time during the possession of the Property by County for the purposes described herein shall Grantor be denied reasonable access and/or ingress to or egress from the remainder of Grantor's land, unless otherwise agreed to in writing in advance.

To have and to hold the Agreement herein described and conveyed, together with all the rights and appurtenances belonging to the County and its assigns forever, for the purposes and subject to the limitations set forth above.

[signature pages follow]

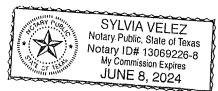
GRANTOR:

<u>ACKNOWLEDGMENT</u>

STATE OF TEXAS

COUNTY OF Williamson

This instrument was acknowledged before me on this the day of day of day of Sarbara Cryer, in the capacity and for the purposes and consideration recited herein.



Notary Public, State of Texas

Printed Name: Sulvicional Commission Expires: Sulvicional Commi

GRANTOR:	GR.	AN	TO	R:
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ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF Williamson

This instrument was acknowledged before me on this the day of Cryer, in the capacity and for the purposes and consideration recited herein.

SYLVIA VELEZ Notary Public, State of Texas Notary ID# 13069226-8 My Commission Expires JUNE 8, 2024

Notary Public, State of Texas Printed Name: Sylvic VdP3

My Commission Expires: June 8 20 24

KNOWLEDGMENT	
before me on this the day of, 2022 by I County, Texas, in the capacity and for the purposes a	3ill and
Notary Public, State of Texas Printed Name: M. Garaginian Famina	
	before me on this the day of, 2022 by For County, Texas, in the capacity and for the purposes a solution.

County:

Williamson

Parcel:

5

Project: CR305

January 24, 2022 Page 1 of 4

PROPERTY DESCRIPTION FOR PARCEL 5

DESCRIPTION OF A 1.754 ACRE (76,395 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE JAMES ROEBUCK SURVEY, ABSTRACT NO. 527 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 16.984 ACRE TRACT OF LAND DESCRIBED IN WARRANTY DEED WITH VENDOR'S LIEN TO BARRY CRYER AND BARBARA CRYER BY INSTRUMENT RECORDED IN DOCUMENT NO. 2015044255 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 1.754 ACRE (76,395 SQUARE FOOT) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" (Grid Coordinates determined as: N=10,275,015.84, E=3,145,378.75 TxSPC Zone 4203), set 66.00 feet right of Bud Stockton Extension baseline station 653+69.00 in the proposed easterly Right-of-Way (ROW) line of said Bud Stockton Extension (variable width ROW), same being the northerly boundary line of that called 8.003 acre tract of land described in Warranty Deed with Vendor's Lien to James R. Davidson and Virginia L. Davidson by instrument recorded in Volume 888, Page 790 of the Deed Records of Williamson County, Texas, same being the southerly boundary line of said 16.984 acre tract, for the southeasterly corner and POINT OF BEGINNING of the herein described parcel;

- 1) THENCE, departing said proposed ROW line, with the common boundary line of said 16.984 acre and said 8.003 acre tracts, S 69°02'34" W, for a distance of 115.66 feet to an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 49.65 feet left of Bud Stockton Extension baseline station 653+69.50, being the northwesterly corner of said 8.003 acre tract, same being the southwesterly corner of said 16.984 acre tract of land, also being the westerly boundary line of that called 163.36 acre tract of land described in a Warranty Deed with Vendor's Lien to Gregory S. Danek recorded in Document No. 2007071560 of the Official Public Records of Williamson County, Texas, for the southwesterly corner of the herein described parcel;
- 2) THENCE, departing said 8.003 acre tract, with the common boundary line of said 163.36 acre and said 16.984 acre tracts, and in part the easterly line of that 2.24 acre remainder of a 4.1 acre tract of land described in Deed to Salado Valley Cemetery Association by instrument recorded in Volume 42, Page 356 of the Deed Records of Williamson County, Texas, N 21°12′53″ W, at a distance of 437.66 feet pass the calculated southeasterly corner of said 2.24 acre tract, and continuing for a total distance of 659.70 feet to an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 49.77 feet left of Bud Stockton Extension baseline station 660+29.20, being the southwesterly corner of that called 13.75 acre tract of land described in Cash Warranty Deed to Lisa Meadows by instrument recorded in Document No. 2008040046 of the Official Public Records of Williamson County, Texas, same being the northwesterly corner of said 16.984 acre tract, and from which a 3/4″ iron pipe found bears S 68°31′21″ W at a distance of 2.41 feet:
- 3) THENCE, departing said 2.24 acre tract, with the common boundary line of said 13.75 acre and said 16.984 acre tracts, N 68°31'21" E, for a distance of 115.77 feet to an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 66.00 feet right of Bud Stockton Extension baseline station 660+29.75, for the northeasterly corner of the herein described parcel:

County:

Williamson

Parcel:

5

Project:

CR305

January 24, 2022 Page 2 of 4

4) THENCE, departing said 13.75 acre tract, with said proposed easterly ROW line, through the interior of said 16.984 acre tract, S 21°12'17" E, for a distance of 660.75 feet to the POINT OF BEGINNING, containing 1.754 acres (76,395 square feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

THE STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF WILLIAMSON §

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

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

PRELIMINARY

This document shall not be

Date

M. Stephen Truesdale
Registered Professional Land Surveyor No. 4933 purpose.

Licensed State Land Surveyor

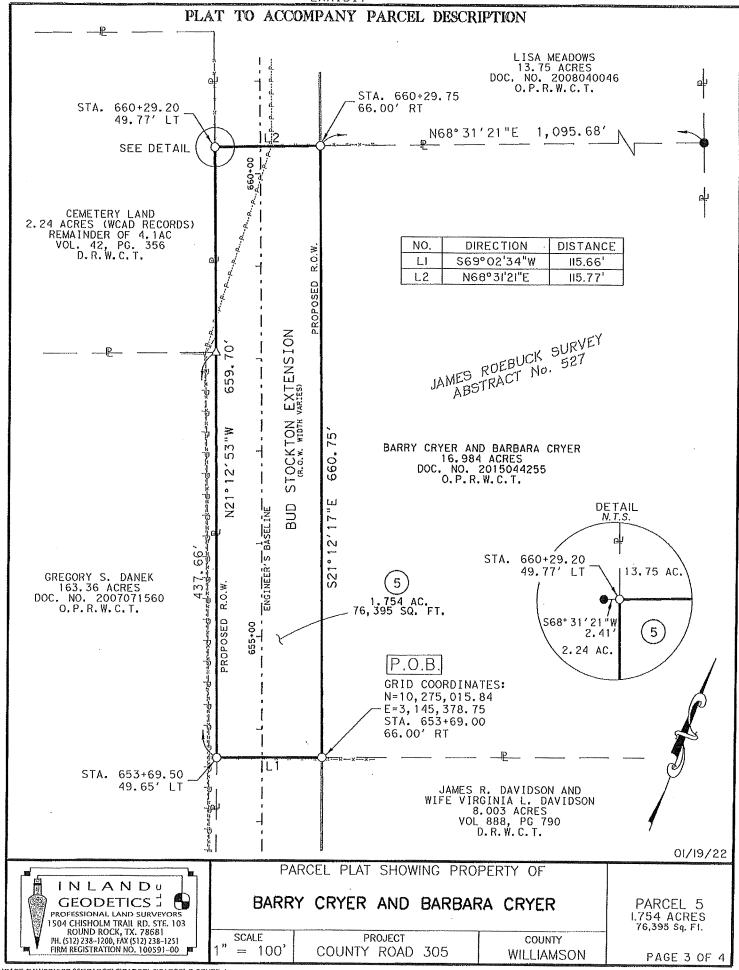
Inland Geodetics, LLC

Firm Registration No: 100591-00

1504 Chisholm Trail Road, Suite 103

Round Rock, TX 78681

S:\PAPE-DAWSON\CR 305\PARCELS\PARCEL 5\PARCEL 5-CRYER.docx



PLAT TO ACCOMPANY PARCEL DESCRIPTION

LEGEND

0	IRON ROD WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY" SET	P.O.B.	POINT OF BEGINNING RECORD INFORMATION
•	IRON ROD WITH PLASTIC OR ALUMINUM CAP FOUND - AS NOTED	P.R.W.C.T.	PLAT RECORDS WILLIAMSON COUNTY, TEXAS
. 🚳	1/2" IRON ROD FOUND	D.R.W.C.T.	DEED RECORDS
Δ	CALCULATED POINT IRON PIPE FOUND	O.R.W.C.T.	WILLIAMSON COUNTY, TEXAS OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
P.	PROPERTY LINE DENOTES COMMON OWNERSHIP	O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
	LINE BREAK		

1) ALL BEARINGS SHOWN HEREON ARE BASED ON TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, CENTRAL ZONE.

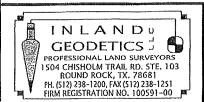
2) THIS SURVEY WAS PERFORMED WITHOUT BENEFIT OF A TITLE ABSTRACT. THERE MAY BE OTHER INSTRUMENTS OF RECORD THAT AFFECT THIS TRACT NOT DEPICTED HEREON.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND THAT THE PROPERTY SHOWN HEREON WAS DETERMINED BY A SURVEY MADE ON TERMINING YRECT SUPERVISION.

This document shall not be recorded for any purpose.

M. STEPHEN TRUESDALE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933
LICENSED STATE LAND SURVEYOR
INLAND GEODETICS, LLC
FIRM REGISTRATION NO. 100591-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TEXAS 78681

01/19/22



PARCEL PLAT SHOWING PROPERTY OF

BARRY CRYER AND BARBARA CRYER

PARCEL 5 1.754 ACRES 76,395 sq. Ft.

PAGE 4 OF 4

SCALE PROJECT COUNTY
" = 100' COUNTY ROAD 305 WILLIAMSON

Commissioners Court - Regular Session

Meeting Date: 05/17/2022

Bud Stockton Possession and Use Agreement

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

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

44.

Agenda Item

Discuss, consider and take appropriate action on a Possession and Use Agreement with Lisa Meadows regarding right-of-way needed for the Bud Stockton Extension project (parcel 6). Funding Source: Road Bonds P307

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

PUA

Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Becky Pruitt 05/12/2022 11:19 AM

Form Started By: Charlie Crossfield Started On: 05/11/2022 02:40 PM Final Approval Date: 05/12/2022

POSSESSION AND USE AGREEMENT FOR TRANSPORTATION PURPOSES

STATE OF TEXAS §

§ Parcel No.: 6

COUNTY OF WILLIAMSON § Project: Bud Stockton Loop

This Possession and Use Agreement For Transportation Purposes (the "Agreement") between WILLIAMSON COUNTY, TEXAS ("County"), and LISA MEADOWS (the "Grantor" whether one or more), grants to the County, their contractors, agents and all others deemed necessary by the County, an irrevocable right to possession and use of the Grantor's property for the purpose of constructing a portion of the proposed Bud Stockton Loop roadway extension and related appurtenances, drainage and utility relocations (the "Roadway Construction Project"). The property subject to this Agreement is described more fully in field notes, plat map, or other description attached as "Exhibit A" and made a part of this Agreement by reference (the "Property").

- 1. For the consideration paid by the County which is set forth in Paragraph 2 below, the receipt and sufficiency of which is acknowledged, the Grantor grants, bargains, sells, and conveys to the County the right of entry and exclusive possession and use of the Property for the purpose of constructing a roadway, utility adjustments, and appurtenances thereto and the right to remove any improvements. Authorized activities include surveying, inspection, environmental studies, archeological studies, clearing, demolition, construction of permanent improvements, relocating, replacing, and improving existing utility facilities, locating new utility facilities, and other work required to be performed in connection with the Roadway Construction Project. This Possession and Use Agreement will extend to the County, its contractors and assigns, owners of any existing utilities on the Property and those which may be lawfully permitted on the Property by the County in the future, and all others deemed necessary by the County for the purpose of the Roadway Construction Project. This grant will allow the construction, relocation, replacement, repair, improvement, operation, and maintenance of utilities on the Property.
- 2. In full consideration for this irrevocable grant of possession and use and other Grantor covenants, warranties, and obligations under this Agreement, the County will tender to the Grantor the sum of THIRTY-FOUR THOUSAND FIVE HUNDRED THIRTY and 00/100 Dollars (\$34,530.00). The Grantor agrees that this sum represents adequate and full compensation for the possession and use of the Property. The County will be entitled to take possession and use of the Property upon tender of payment as set out herein, subject to the conditions in paragraph 14 below, if any.

The parties agree that the sum tendered represents 100% of the County's approved value, which assumes no adverse environmental conditions affecting the value of the Property. The approved value is the County's determination of the just compensation owed to the Grantor for the real property interest to be acquired by the County in the Property, encumbered with the improvements thereon, if any, and damages to the remainder, if any, save and except all oil, gas and sulphur. The parties agree that the sum tendered to Grantor will be deducted from any final settlement amount, Special Commissioners' award or court judgment. In the event the amount of the final settlement or judgment for acquisition of the Property is less than the amount the County has paid for the possession and use of the Property, then the Grantor agrees that the original amount tendered represents an overpayment for the difference and, upon written notice from the County, the Grantor will promptly refund the

overpayment to the County.

- 3. The effective date of this Agreement will be the date on which payment pursuant to Paragraph 2 above was tendered to the Grantor by the County, or disbursed to the Grantor by a title company acting as escrow agent for the transaction, (the "Effective Date").
- 4. The Grantor warrants and represents that the title to the Property is free and clear of all liens and encumbrances except as disclosed to Grantee in that certain title commitment numbered GT-2200567, issued February 17, 2022 by Texas Title Insurance Company/Longhorn Title (and any subsequent updates prior to the Effective Date), and that proper releases, if any, will be executed for the Property prior to funds being disbursed under this Agreement. The Grantor further warrants that no other person or entity owns an interest in the fee title to the Property and further agrees to indemnify the County from all unreleased or undisclosed liens, claims or encumbrances affecting the Property.

The above made warranties are made by Grantor and accepted by County subject the following:

- A. Visible and apparent easements not appearing of record;
- B. Any discrepancies, conflicts or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show; and,
- C. Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the Property, but only to the extent that said items are still valid and in force and effect at this time.
- 5. The parties agree that the valuation date for determining the amount of just compensation for the real property interest proposed to be acquired by the County in the Property, for negotiation or eminent domain proceeding purposes, will be the Effective Date.
- 6. This Agreement is made with the understanding that the County will continue to proceed with acquisition of a real property interest in the Property. The Grantor reserves all rights of compensation for the title and other interest in and to the Property which the Grantor holds as of the time immediately prior to the Effective Date of this Agreement. This Agreement shall in no way prejudice the Grantor's rights to receive full and just compensation as allowed by law for all of the Grantor's interests in and to the Property to be acquired by the County, encumbered with the improvements thereon, if any, and damages, if any, to the remainder of the Grantor's interest in any larger tract of which the Property is a part (the "Remainder"), all as the Property exists on the Effective Date of this Agreement. The County's removal or construction of improvements on the Property shall in no way affect the fair market value of the Property in determining compensation due to the Grantor in the eminent domain proceedings. No beneficial project influence will impact the appraised value of the Property to be acquired. This grant will not prejudice the Grantor's rights to any relocation benefits for which Grantor may be eligible.

- 7. In the event the County institutes or has instituted eminent domain proceedings, the County will not be liable to the Grantor for interest upon any award or judgment as a result of such proceedings for any period of time prior to the date of the award. Any interest accrual penalties will be deferred by the County until 90 days after entry of judgment.
- 8. The purpose of this Agreement is to allow the County to proceed with its Roadway Construction Project without delay and to allow the Grantor to have the use at this time of a percentage of the estimated compensation for the County's acquisition of a real property interest in the Property. The Grantor expressly acknowledges that the proposed Roadway Construction Project is for a valid public use and voluntarily waives any right the Grantor has or may have, known or unknown, to contest the jurisdiction of the court in any condemnation proceeding for acquisition of the Property related to the Roadway Construction Project, based upon claims that the condemning authority has no authority to acquire the Property through eminent domain, has no valid public use for the Property, or that acquisition of the Property is not necessary for the public use.
- 9. The Grantor reserves all of the oil, gas and sulphur in and under the land herein conveyed but waives all right of ingress and egress to the surface for the purpose of exploring, developing, mining or drilling. The extraction of oil, gas, and minerals may not affect the geological stability of the surface. Nothing in this reservation will affect the title and rights of the County to take and use all other minerals and materials thereon, and thereunder.
- 10. The undersigned Grantor agrees to pay as they become due, all ad valorem property taxes and special assessments assessed against Property until the Effective Date, including prorated taxes until the Effective Date for the year in which the County takes title to the Property.
- 11. Notwithstanding the acquisition of right of possession to the Property by the County in a condemnation proceeding by depositing the Special Commissioners' award into the registry of the court within forty-five (45) days after filing of said Award, less any amounts tendered to the Grantor pursuant to Paragraph 2 above, this Agreement shall continue to remain in effect until the County acquires title to the Property either by negotiation, settlement, or final court judgment.
- 12. This Agreement will also extend to and bind the heirs, devisees, executors, administrators, legal representatives, successors in interest and assigns of the parties.
- 13. It is agreed the County will record this document.
- 14. Other conditions: None
- 15. By its authorized signature below the following Tenants which have a leasehold interest in the Property hereby consent in all things to Grantee taking exclusive and sole possession of the Property pursuant to the terms of this Agreement, and to Grantor receiving the consideration recited herein:

Tenants:	

At no time during the possession of the Property by County for the purposes described herein shall Grantor be denied reasonable access and/or ingress to or egress from the remainder of Grantor's land, unless otherwise agreed to in writing in advance.

To have and to hold the Agreement herein described and conveyed, together with all the rights and appurtenances belonging to the County and its assigns forever, for the purposes and subject to the limitations set forth above.

[signature pages follow]

GRANTOR:

Lisa Meadows

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF Williamson

This instrument was acknowledged before me on this the day of day of meadows, in the capacity and for the purposes and consideration recited herein.

DEBORAH EVERETT
Notary Public, State of Texas
Comm. Expires 10-26-2025
Notary ID 3458831

Notary Public, State of Texas

Printed Name: DEBUA hEVERETT

My Commission Expires: 10-26-2025

TENANT (IF APPLICABLE):	
	
ACK	NOWLEDGMENT
STATE OF TEXAS	
COUNTY OF	
This instrument was acknowledged by the capa	before me on this the day of, 2022 by acity and for the purposes and consideration recited herein.
	Notary Public, State of Texas
	Printed Name:
	My Commission Expires:

COUNTY:	
WILLIAMSON COUNTY, TEXAS	
By:Bill Gravell, Jr. County Judge	
	<u>ACKNOWLEDGMENT</u>
STATE OF TEXAS COUNTY OF WILLIAMSON	
This instrument was acknowled Gravell, Jr., County Judge of William consideration recited herein.	ged before me on this the day of, 2022 by Bil nson County, Texas, in the capacity and for the purposes and
	Notary Public, State of Texas Printed Name: My Commission Expires

January 24, 2022 Page 1 of 4

County: Williamson

Parcel: 6 Project: CR305

EXHIBIT A PROPERTY DESCRIPTION FOR PARCEL 6

DESCRIPTION OF A 0.744 ACRE (32,425 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE JAMES ROEBUCK SURVEY, ABSTRACT NO. 527 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 13.75 ACRE TRACT OF LAND DESCRIBED IN CASH WARRANTY DEED TO LISA MEADOWS BY INSTRUMENT RECORDED IN DOCUMENT NO. 2008040046 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.744 ACRE (32,425 SQUARE FOOT) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod with aluminum cap stamped "WILCO ROW" (Grid Coordinates determined as: N=10,275,015.84, E=3,145,378.75 TxSPC Zone 4203), set 66.00 feet right of Bud Stockton Extension baseline station 660+29.75 in the proposed easterly Right-of-Way (ROW) line of Bud Stockton Extension (variable width ROW), same being the northerly boundary line of that called 16.984 acre tract of land described in General Warranty Deed to Barry Cryer and Barbara Cryer by instrument recorded in Document No. 2015044255 of the Official Public Records of Williamson County, Texas, also being the southerly boundary line of said 13.75 acre tract, for the southeasterly corner and POINT OF BEGINNING of the herein described parcel, and from which a 1/2" iron rod found being the northeasterly corner of said 16.984 acre tract, same being the southeasterly corner of said 13.75 acre tract bears N 68°31'21" E, at a distance of 1,095.68 feet;

- 1) THENCE, departing said proposed easterly ROW line, with the common boundary line of said 16.984 acre and said 13.75 acre tracts, S 68°31'21" W, for a distance of 115.77 feet to an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 49.77 feet left of Bud Stockton Extension baseline station 660+29.20, being the southwesterly corner of said 13.75 acre tract, same being the northwesterly corner of said 16.984 acre tract, also being in the easterly boundary line of that 2.24 acre remainder of a 4.1 acre tract of land described in Deed to Salado Valley Cemetery Association by instrument recorded in Volume 42, Page 356 of the Deed Records of Williamson County, Texas, for the southwesterly corner of the herein described parcel and from which a 3/4" iron pipe found bears S 68°31'21" W, at a distance of 2.41 feet;
- 2) THENCE, departing said 16.984 acre tract, with the common boundary line of said 2.24 acre and said 13.75 acre tracts, N 21°12'53" W, for a distance of 125.18 feet to a fence post corner found, being the northeasterly corner of said 2.24 acre tract, same being the southerly boundary line of that called 44.04 acre tract of land described in Special Warranty Deed to Mary Annette Hawthorne by instrument recorded in Document No. 2016037893 of the Official Public Records of Williamson County, Texas, also being an angle point of said 13.75 acre tract;

THENCE, departing said 2.24 acre tract, with the common boundary line of said 44.04 acre and said 13.75 acre tracts, the following (2) two courses:

- 3) N 68°47'07" E, at a distance of 60.55 feet pass a 1/2" iron rod found and continuing for a total distance of 61.48 feet to a calculated point;
- 4) N 20°41'55" W, for a distance of 566.17 feet to an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 66.00 feet right of Bud Stockton Extension baseline station 667+15.94, for the most northerly corner of the herein described parcel;

THENCE, departing said 44.04 acre tract, with said proposed easterly ROW line, through the Interior of said 13.75 acre tract, the following (3) three courses:

5) S 27°22'11" E, for a distance of 379.41 feet to an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 66.00 feet right of Bud Stockton Extension baseline station 663+36.58, for the beginning of a curve to the right;

January 24, 2022 County: Williamson Page 2 of 4

Parcel: Project: CR305

> 6) Along said curve to the right, having a delta angle of 06°09'53", a radius of 1,480.00 feet, an arc length of 159.24 feet and a chord which bears \$ 24°17'14" E, for a distance of 159.16 feet to an iron rod with aluminum cap stamped "WILCO ROW" set 66.00 feet right of Bud Stockton Extension baseline station 661+84.32;

7) S 21°12'17" E for a distance of 154.63 feet to the POINT OF BEGINNING, containing 0.744 acres (32,425 square feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

Š COUNTY OF WILLIAMSON

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

Date

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

PRELIMINARY

This document shall not be

M. Stephen Truesdale recorded for any purpose.

Registered Professional Land Surveyor No. 4933

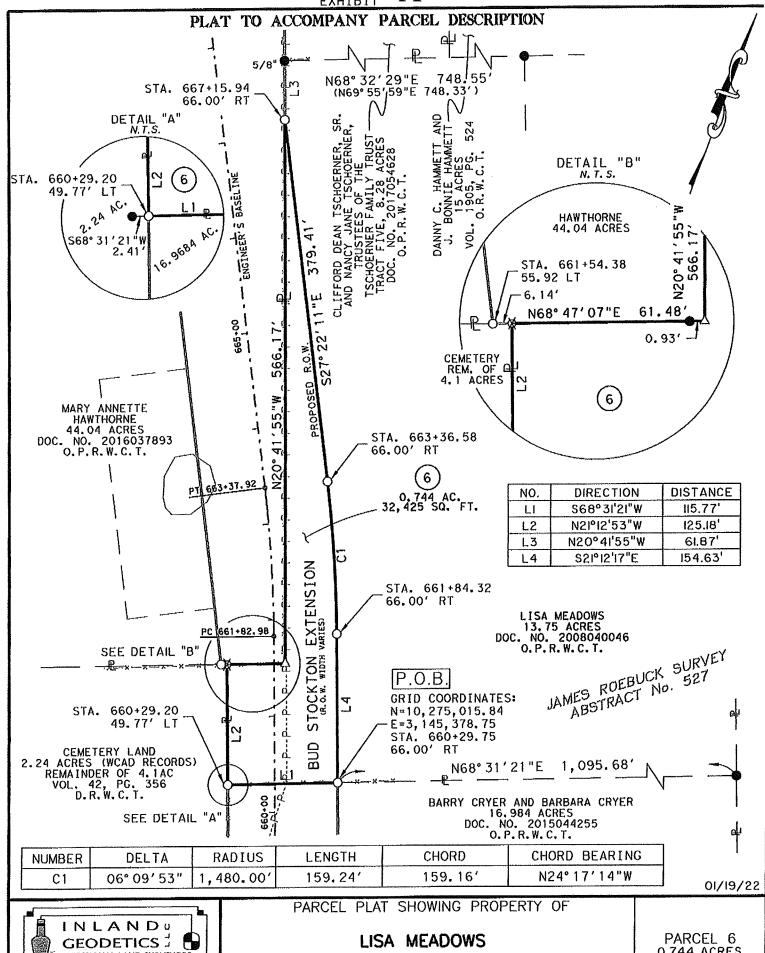
Licensed State Land Surveyor

Inland Geodetics, LLC

Firm Registration No: 100591-00 1504 Chisholm Trail Road, Suite 103

Round Rock, TX 78681

S:\PAPE-DAWSON\CR 305\PARCELS\PARCEL 6\PARCEL 6-MEADOWS.docx



PROFESSIONAL LAND SURVEYORS 1504 CHISHOLM TRAIL RD. STE. 103 ROUND ROCK, TX. 7868)
PH. (\$12) 238-1200, FAX (\$12) 238-1251
FIRM REGISTRATION NO. 100591-00

SCALE = 100'

PROJECT COUNTY COUNTY ROAD 305 WILLIAMSON

0.744 ACRES 32,425 Sq. F1.

PAGE 3 OF 4

PLAT TO ACCOMPANY PARCEL DESCRIPTION

LEGEND

and the state of t		
	IRON ROD WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY" SET	P.O.B. POINT OF BEGINNING () RECORD INFORMATION
•	IRON ROD WITH PLASTIC OR ALUMINUM CAP FOUND - AS NOTED	P.R.W.C.T. PLAT RECORDS WILLIAMSON COUNTY, TEXAS
● △	I/2" IRON ROD FOUND CALCULATED POINT	D.R.W.C.T. DEED RECORDS WILLIAMSON COUNTY, TEXAS
₩.	FENCE POST FOUND	O.R.W.C.T. OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
P	PROPERTY LINE DENOTES COMMON OWNERSHIP	O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
1	LINE BREAK	

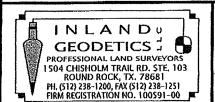
- 1) ALL BEARINGS SHOWN HEREON ARE BASED ON TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, CENTRAL ZONE.
- 2) THIS SURVEY WAS PERFORMED WITHOUT BENEFIT OF A TITLE ABSTRACT. THERE MAY BE OTHER INSTRUMENTS OF RECORD THAT AFFECT THIS TRACT NOT DEPICTED HEREON.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND THAT THE PROPERTY SHOWN HEREON WAS DETERMINED BY A SURVEY MADE ON THE RELIMINARY

This document shall not be recorded for any pumpese.

M. STEPHEN TRUESDALE REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933 LICENSED STATE LAND SURVEYOR INLAND GEODETICS, LLC FIRM REGISTRATION NO. 100591-00 1504 CHISHOLM TRAIL ROAD, SUITE 103 **ROUND ROCK, TEXAS 78681**

01/19/22



PARCEL PLAT SHOWING PROPERTY OF

LISA MEADOWS

PARCEL 6 0.744 ACRES 32,425 Sq. F1.

SCALE **PROJECT** $= 100^{\circ}$ COUNTY ROAD 305

COUNTY WILLIAMSON

PAGE 4 OF 4

Commissioners Court - Regular Session

Meeting Date: 05/17/2022

Bud Stockton Contract

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

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

45.

Agenda Item

Discuss, consider and take appropriate action on a Real Estate Contract with Vista Ridge Corners Partners, LLC for 0.114 acres of right of way needed for the Bud Stockton Loop project (Parcel 7). Funding Source: Road Bonds P307

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Contract

Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Becky Pruitt 05/12/2022 11:20 AM

Form Started By: Charlie Crossfield Started On: 05/11/2022 02:42 PM Final Approval Date: 05/12/2022

REAL ESTATE CONTRACT

C. Bud Stockton Loop Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by VISTA RIDGE CORNERS PARTNERS, LLC (referred to in this Contract as "Seller") and WILLIAMSON COUNTY, TEXAS (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract of land described as follows:

Being a 0.114 acre (4,951 square foot) parcel of land out of the Isaac Bunker Survey, Abstract No. 54, in Williamson County, Texas; said parcel of land being more particularly described by metes and bounds in Exhibit "A" attached hereto and made a part hereof. (Parcel 7);

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements situated on and attached to the Property described in Exhibit "A" not otherwise agreed herein to be retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II PURCHASE PRICE

Purchase Price

2.01. The Purchase Price for the Property described in Exhibit "A" shall be the sum of FIFTY-NINE THOUSAND FOUR HUNDRED TWELVE and 00/100 Dollars (\$59,412.00).

Payment of Purchase Price and Additional Compensation

2.02. The Purchase Price shall be payable in cash or other good funds at the Closing.

ARTICLE III PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the Closing.

ARTICLE IV REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's current actual knowledge:

- (1) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than as previously disclosed to Purchaser;
- (2) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof.

The Property herein is being conveyed to Purchaser under threat of condemnation.

ARTICLE V CLOSING

Closing Date

5.01. The Closing shall be held at the office of Longhorn Title Company on or before April 30, 2022, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

- (1) Deliver to Purchaser a duly executed and acknowledged Deed conveying good and indefeasible title to Williamson County, Texas in fee simple to all of the Property described in Exhibit "A", free and clear of any and all monetary liens and restrictions, except for the following:
 - (a) General real estate taxes for the year of closing and subsequent years not yet due and payable;
 - (b) Any exceptions approved by Purchaser pursuant to Article III hereof; and
 - (c) Any exceptions approved by Purchaser in writing.

The Deed shall be in the form as shown in Exhibit "B" attached hereto and incorporated herein.

- (2) Provide reasonable assistance as requested, at no cost to Seller, to cause the Title Company to deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, in Grantee's favor in the full amount of the Purchase Price, insuring Purchaser's contracted interests in and to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:
 - (a) The boundary and survey exceptions shall be deleted;
 - (b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and
 - (c) The exception as to the lien for taxes shall be limited to the year of Closing and shall be endorsed "Not Yet Due and Payable".
 - (d) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

(a) Pay the cash portion of the Purchase Price.

Prorations

5.04. General real estate taxes for the then current year relating to the Property shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation, but shall otherwise remain the continuing obligation of Seller to satisfy. Agricultural roll-back taxes, if any, which directly result from completion of this transaction and conveyance shall be paid by Purchaser.

Closing Costs

- 5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:
 - (1) Owner's Title Policy and survey to be paid by Purchaser.
 - (2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.
 - (3) All other closing costs shall be paid by Purchaser.
 - (4) Attorney's fees paid by each party incurring same respectively.

ARTICLE VI BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

ARTICLE VII BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made then Seller shall receive the amount of \$500 as liquidated damages for any failure by Purchaser.

ARTICLE VIII MISCELLANEOUS

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

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

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09. In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10. This Contract shall be effective as of the date it is approved by Williamson County, Texas which date is indicated beneath the County Judge's signature below.

Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

[signature on following pages]

SELI	LER:		
VIST	A RIDGE CORNERS PARTNERS,	LLC	
By: <u>Chr</u>	NY Stopher Aldridge ristopher Aldridge ristopher Aldridge (Apr 11, 2022 08:50 CDT)	Address:	1003 S Austin Ave
			Georgetown TX 78626
Name	:Christopher Aldridge	-	
Its:		_	
Date:	Apr 11, 2022		
PUR	CHASER:		
WILI	LIAMSON COUNTY, TEXAS		
Ву:) Main Street, Suite 101
	Bill Gravell, Jr. County Judge	Geo	orgetown, Texas 78626
	Date:		

County: Williamson

Parcel:

Project: CR305

March 10, 2022 Page 1 of 3

EXHIBIT PROPERTY DESCRIPTION FOR PARCEL 7

DESCRIPTION OF A 0.114 ACRE (4,951 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE ISAAC BUNKER SURVEY, ABSTRACT NO. 54 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 1, BLOCK "G", (2.271 ACRES), OF THE FINAL PLAT OF CALUMET COMMERCIAL LOT 1, A SUBDIVISION RECORDED IN DOCUMENT NO, 2021188903 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAME BEING A PORTION OF THE REMAINDER OF THAT CALLED 61.32 ACRE TRACT OF LAND DESCRIBED IN WARRANTY DEED WITH VENDOR'S LIEN TO JARRELL DEVELOPMENT GROUP LLC BY INSTRUMENT RECORDED IN DOCUMENT NO. 2017108964 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.114 ACRE (4,951 SQUARE FOOT) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" (Grid Coordinates determined as: N=10,271,056.02, E=3,147,162.17 TxSPC Zone 4203), set 48.87 feet right of Bud Stockton Extension baseline station 607+17.46 in the existing easterly Right-of-Way (ROW) line of C. Bud Stockton Loop (variable width ROW) and the westerly boundary line of said Lot 1, for the most southerly corner and POINT OF BEGINNING of the herein described parcel;

THENCE, departing said proposed easterly ROW line, with the existing ROW line of said C. Bud Stockton Loop, same being the westerly boundary line of said Lot 1, N 21°12'43" W, for a distance of 56,54 feet to a calculated point, being the cutback for the existing ROW of said C. Bud Stockton Loop and Farm to Market Road (F.M.) 487 (variable width ROW), for an angle point of the herein described parcel;

THENCE, with said existing ROW cutback line, same being the northerly boundary line of said Lot 1, the following three (3) courses:

- 2) N 23°49'00" E, for a distance of 78.94 feet to a calculated angle point;
- N 61°53'21" E, for a distance of 41.88 feet to an iron rod with plastic cap stamped "Diamond Surveying" found:
- N 68°32'15" E, for a distance of 20.14 feet to an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 166.42 feet right of Bud Stockton Extension baseline station 608+34.93, for the northeasterly corner of the herein described parcel, and from which an iron rod with plastic cap stamped "Haynie Consulting" found being the northwesterly corner of Lot 6 of the Amending Plat of Calumet Subdivision, Phase 1, a subdivision recorded in Document No. 2019109324 of the Official Public Records of Williamson County, Texas, same being the northeasterly corner of said Lot 1, also being the southerly ROW line of said F.M. 487 bears N 68°32'15" E, at a distance of 302.03 feet:
- THENCE, departing said existing southerly ROW line of F.M. 487, with said proposed easterly ROW line, through the interior of said Lot 1, \$ 23°49'00 W, for a distance of 166.18 feet to the POINT OF BEGINNING, containing 0.114 acres (4,951 square feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF WILLIAMSON §

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

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

M. Stephen Truesdale

Registered Professional Land Surveyor No. 4933

Licensed State Land Surveyor

Inland Geodetics, LLC

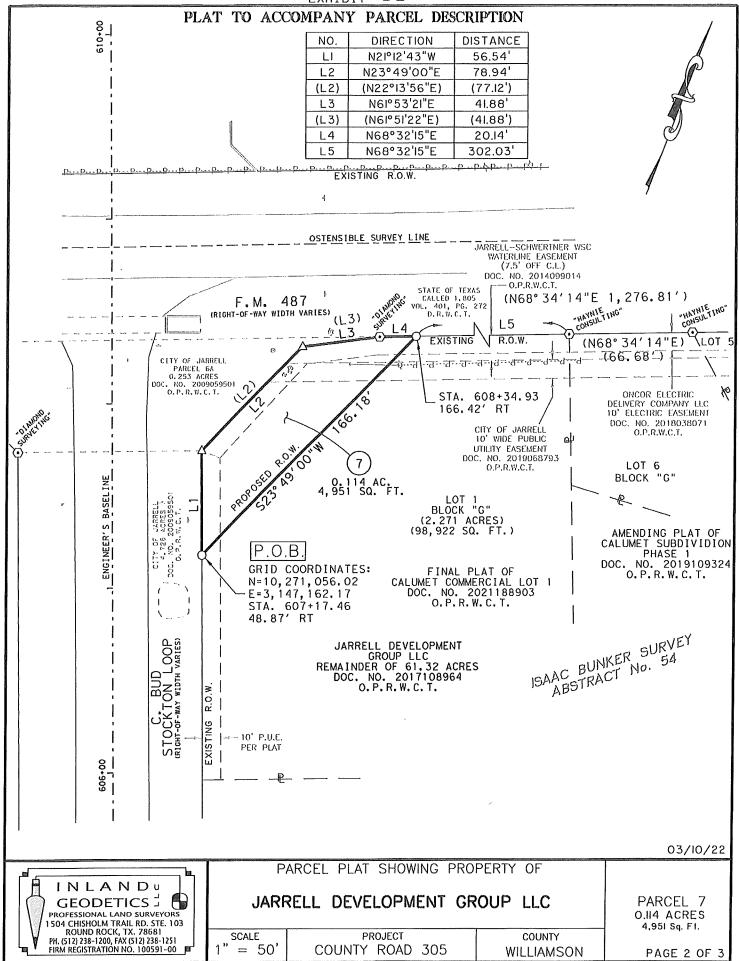
Firm Registration No: 100591-00

1504 Chisholm Trail Road, Suite 103

Round Rock, TX 78681

S:\PAPE-DAWSON\CR 305\PARCELS\PARCEL 7\PARCEL 7-JDG.docx





PLAT TO ACCOMPANY PARCEL DESCRIPTION

LEGEND

0	IRON ROD WITH ALUMINUM CAP	P.O.B.	POINT OF BEGINNING
_	STAMPED "WILLIAMSON COUNTY" SET	()	RECORD INFORMATION
③	IRON ROD WITH PLASTIC OR	P.R.W.C.T.	PLAT RECORDS
	ALUMINUM CAP FOUND - AS NOTED		WILLIAMSON COUNTY, TEXAS
	I/2" IRON ROD FOUND	D.R.W.C.T.	DEED RECORDS
Δ	CALCULATED POINT		WILLIAMSON COUNTY, TEXAS
	IRON PIPE FOUND	O.R.W.C.T.	OFFICIAL RECORDS
P	PROPERTY LINE		WILLIAMSON COUNTY, TEXAS
· L	de Sant Control de la Control de Control de Sant Control de Sant Control de C	O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS
	DENOTES COMMON OWNERSHIP		WILLIAMSON COUNTY, TEXAS
7/_	LINE BREAK		

1) All bearings shown hereon are based on grid bearing. All distances are surface distances. Coordinates are surface values based on the Texas State Plane Coordinate System, NAD 83, Central Zone.

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO.GT2200568, ISSUED BY TEXAN TITLE INSURANCE COMPANY, EFFECTIVE DATE FEBRUARY 8, 2022, ISSUE DATE FEBRUARY 17, 2022.

- 10A. RIGHT OF WAY EASEMENT TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOL. 283, PG. 375, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.
 - C. EASEMENT TO TEXAS POWER & LIGHT COMPANY AND THE GENERAL TELEPHONE COMPANY, RECORDED IN VOL. 583, PG. 715, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.
 - D. RIGHT OF WAY EASEMENT TO JARRELL-SCHWERTNER WATER SUPPLY CORPORATION, RECORDED IN VOL. 586, PG. 251, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.
 - E. TERMS, PROVISIONS AND STIPULATIONS OF THE LICENSE AGREEMENT BY AND BETWEEN THE CITY OF JARRELL, TEXAS AND BETTY WYNELL STOCKTON, RECORDED IN DOCUMENT NO. 2009059502, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.
 - F. RIGHT OF WAY EASEMENT TO JARRELL-SCHWERTNER WATER SUPPLY CORPORATION, RECORDED IN DOCUMENT NO. 2012064829, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.
 - G. RIGHT OF WAY EASEMENT TO JARRELL-SCHWERTNER WATER SUPPLY CORPORATION, RECORDED IN DOCUMENT NO. 2014099014, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.
 - H. DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF JARRELL, TEXAS AND JARRELL DEVELOPMENT GROUP, LLC, RECORDED IN DOCUMENT NO. 2018015371, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.

1) ALL BEARINGS SHOWN HEREON ARE BASED ON TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, CENTRAL ZONE.

2) THIS SURVEY WAS PERFORMED WITHOUT BENEFIT OF A TITLE ABSTRACT. THERE MAY BE OTHER INSTRUMENTS OF RECORD THAT AFFECT THIS TRACT NOT DEPICTED HEREON.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND THAT THE PROPERTY SHOWN HEREON WAS DETERMINED

BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT

SUPERVISION

M. STEPHEN TRUESDALE

DATE

REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933

LICENSED STATE LAND SURVEYOR

INLAND GEODETICS, LLC

FIRM REGISTRATION NO. 100591-00 1504 CHISHOLM TRAIL ROAD, SUITE 103

ROUND ROCK, TEXAS 78681

M. STEPHEN TRUESDALE
4933
6581
SUP

03/10/22

INLANDU
GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (S12) 238-1200, FAX (S12) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF

JARRELL DEVELOPMENT GROUP LLC

PARCEL 7 O.II4 ACRES 4,951 Sq. Ft.

" = 50' CO

PROJECT
COUNTY ROAD 305

COUNTY WILLIAMSON

PAGE 3 OF 3

EXHIBIT "B"

Parcel 7

DEED

Bud Stockton Loop Right of Way

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

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

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:

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

Being a 0.114 acre (4,951 square foot) parcel of land out of the Isaac Bunker Survey, Abstract No. 54, in Williamson County, Texas; said parcel of land being more particularly described by metes and bounds in Exhibit "A" attached hereto and made a part hereof. (Parcel 7)

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

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

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

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

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of public roadway facilities.

TO HAVE AND TO HOLD the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of ______, 2022.

[signature on following page]

GRANTOR:						
VISTA RIDGE CORNERS PARTNERS, I	LLC					
By:						
Name:						
Its:						
ACKN	OWLE	EDGMENT				
STATE OF TEXAS	§					
COUNTY OF	\$ \$ \$					
This instrument was acknowledged 2022 byconsideration recited therein.	before in	me on this the the capacity	and	day of for the	purposes	, and
	Notary 1	Public, State of	Texas	3		

GRANTOR:	
Christopher Aldridge	
	ACKNOWLEDGMENT
STATE OF TEXAS	§
COUNTY OF	\\ \[\begin{align*}
2022 by Christopher Aldridge therein.	knowledged before me on this the day of, in the capacity and for the purposes and consideration recited Notary Public, State of Texas
PREPARED IN THE OFFIC	E OF: Sheets & Crossfield, PLLC
	309 East Main Round Rock, Texas 78664
GRANTEE'S MAILING ADD	RESS:
GLERITED S MAILING ADDI	Williamson County, Texas Attn: County Auditor 710 Main Street, Suite 101 Georgetown, Texas 78626

AFTER RECORDING RETURN TO:

Commissioners Court - Regular Session

Meeting Date: 05/17/2022 Sam Bass Road relocation claims

Submitted For: Charlie Crossfield

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

46.

Submitted By: Charlie Crossfield, Road Bond

Agenda Item

Discuss, consider and take appropriate action on 3 claims for moving expenses related to the right of way acquisition on Sam Bass Road--Parcel 13. Funding Source: Road Bonds P462

Unit M1 - GTX Construction Services LLC

Unit 101 - GTX Construction Services LLC

Unit 076 - GTX Construction Services LLC

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

M1 relo claim 076 relo claim 101 relo claim

Final Approval Date: 05/12/2022

Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Becky Pruitt 05/12/2022 11:21 AM

Form Started By: Charlie Crossfield Started On: 05/11/2022 03:10 PM

CLAIM FOR ACTUAL MOVING EXPENSES

			Print or	Type All Information	
1. Name of Claimaut(s)	, .	0. 1	C	Parcel No: 13	County: Williamson
GTX Construction	Servi	COS C			Project: Corridor H/Sam Bass Rd
Acan KindonayN - 51x ✓ Individual Storage Unit #M1					
A STATE OF THE PARTY OF THE PAR					
2. Address of Property Acquired	by Willia	mson Cou	nty:	3. Address Moved To: Geo	enersy, Tr
4700 Sam Bass Road Round Rock, Texas 78681				1000	me town .TX
Round Rock, rexas 76001					ige tour tr
Claimant's Telephone No.:					
Email					
4. Occupancy of Property Acqui	red by Wi	lliamson C	ounty:	5. Distance Moved: 16 Mi	
From (Date):	To (Date	of Move)		7. Mover's Name and Address:	
Owner/Occupa		Tenant	-	Self-Move based off approve	d fee schedule
6. Controlling Dates	Mo.	Day	Yr.	STORAGE UNIT	
a. First Offer in Negotiation	05	111	2020	9. Amount of Claim:	
	05	29	2021	1	
b. Date Property Acquired			_	No i Frances	\$850.00
c. Date Required to Move	11	30	2021	Moving Expenses	3630.00
8. Property Storage (attach explainment) From (Date): N/A To (Date of	f Move): N	I/A		Total Amount	\$850.00
Tion (Date). This To (2 me a	, , , , ,		_		
Place Stored (Name and Addres	s):				
N/A					
10. Temporary Lodging (attach	explanatio	n)			
From (Date): N/A To (Date of					
11. All amounts shown in Block 9 v	vere necessa	ry and reaso	onable and a	re supported by attached receipts. Pay	of this claim is requested. I certify that I have will not accept reimbursement or compensation
Commence other course for any item (of expense r	naid nursuan	I to this clai	m. I further certify that all property wa	as moved and installed at the address shown in
Block 3, above, in accordance with	the invoices	submitted a	and agreed to	erms of the move and that all informat	tion submitted herewith or included herein is
true and correct.	11	+			
Signuture (-	No. of the last of	
Date of Claim: 4.22.22	tannanc	r .			
9	111	M	1/1		
Signature (Taimant	0/			
	5	paces Bel	ow to be C	Completed by Williamson Count	у
I certify that I have examined this c	aim and sul	estantiating	documental	ion attached herewith and have found	it to be true and correct and to conform with the
applicable provisions of State law.	All items are	considered	to be neces	sary reasonable expenses and this clai	m is recommended for payment as follows:
Amount of \$ 850.00					1-4
5-0	1-20	99			4/
Date		and the second second		Relocation A	Agent
Date				Williamson	County Judge

Parcel 13 Sam Bass Road		Displacee Name	GTX Constructors
Tenant Personal Property Relocation Estimate		Unit Number	M1
		Comments:	
Type of Property	Buehler		
	cost per each		
Passenger Vehicles	\$250.00		
Covered Trailers	\$250.00		5 1 m 2 1 m 2 1 m
Flatbed Trailers	\$250.00		
Various Boats with Trailers	\$300.00		
Motorhome Bus	\$500.00		
Motorhome	\$400.00		
Box Truck	\$450.00		
Food Truck	\$450.00		
Travel Trailers All Sizes	\$400.00		
8' X 8' Storage Bins (contents			
only)	\$850.00		
Slide in Truck Camper	\$350.00		
Office Trailer	\$650.00		

CERTIFICATION OF ELIGIBILITY

Project Sam Bas Parcel: 13	s Road			
Tenant Name:	GTX Construction Servi	ces, LLC		
Unit/Space #:	M1	***************************************		
Indiv	viduals, Families and Un	incorporated Busine	esses or Farming (Operations
I certify that mys	self and any other party(io	es) with a financial int or Nationals of the U		tion assistance claim
	Citizens	or Nationals of the O	filled States	
	Aliens la	awfully present in the	United States	
* If an Alien law	fully present in the Unite	ed States, supporting d	ocumentation will	be required.
	N/A		Date:	
Andrew Andrews and April Andrews are provided in the Andrews Andrews	Signature			
	N/A		Date:	
	Signature			
	Incorporated Busi	ness, Farm or Nonpr	ofit Organization	s
I certify that I has applicable state'	ave signature authority fo s laws and authorized to	r this entity and such conduct business with	entity is lawfully in in the United State	acorporated under the s.
	1110		Date:	4.22.22
	Claimant			

PLEASE COMPLETE, SIGN, DATE AND RETURN

Contact Notes

Project Corridor H/Sam Bass Road Parcel 13

Unit #_	M1	
Name _	GTX Constructors	
Phone _		
Email		

Date	Comments
07-23-2021	Letter sent to tenant informing them about project and relocation eligibility.
10-29-2021	Second notice sent to tenant asking for response to July letter.
01-05-2022	Move Verified
03-02-2022	Final notice of relocation eligibility and claim sent to GTX Constructors.
03-17-2022	Received signed copies of the CE and Tenant Acknowledgement.
03-24-2021	Sent email asking for additional information.
03-25-2021	Received call from Adam Klingemann explaining what items were in the location.
04-01-2022	Sent claim documents to Adam Klingemann for signature
04-22-2022	Signed claim forms returned by Mr. Klingemann.
04-27-2022	Requested additional documentation regarding item stored in unit
05-09-2022	Adam Klingemann sent email listing items stored in unit
05-09-2022	Prepared claim package and sent to Sheets and Crossfield for approval and payment.

CLAIM FOR ACTUAL MOVING EXPENSES

				Type All Information	
1. Name of Claimant(s)	1.	Carnic	OLLLC	Parcel No: 13	County: Williamson
1. Name of Claimant(s) GTX Construction Services, LLC					Project: Corridor H/Sam Bass Rd
An Ki, Wignesh - (☑ Individual Storage Ur					
				Ta Mar No. 17	
2. Address of Property Acquired 4700 Sam Bass Road	by Willia	mson Cou	ıty:	3. Address Moved To:	→
d d dass Road					5
	. 4-1/-				^
s <u>e</u> ,:	L 6 4			1 7	
ورجون والمحاف المحا		V P	of Marie		
				5, Distance Moved: 1 Mile	-
4. Occupancy of Property Acqueron (Date):		Iliamson C of Move):		5. Distance Moved: 1 Mile 7. Mover's Name and Address:	es
2020	(t) (t) aic		021		
Owner/Occupa	int 🖂	Tenant		Self-Move based off approved	fee schedule
6. Controlling Dates	Mo.	Day	Yr.	FLATBED TRAILER	
a. First Offer in Negotiation	05	11	2020	9. Amount of Claim:	
b. Date Property Acquired	05	29	2021		
c. Date Required to Move	11	30	2021	Moving Expenses	\$250.00
8. Property Storage (attach expl	anation)	1		T	e250 00
From (Date): N/A To (Date of	of Move): N	1/V		Total Amount	\$250.00
Diese Chared (Name and Address				-	
Place Stored (Name and Addres N/A	is):				
10 Toursey Ladaina (attack	auslauatio	\		-	
10. Temporary Lodging (attach From (Date): N/A To (Date of					
not submitted any other claim for, of	or received reof expense public invoices	cimburseme anid pursuan submitted a	nt for, an ite	m of expense in this claim, and that I want	of this claim is requested. I certify that I have will not accept reimbursement or compensation is moved and installed at the address shown in on submitted herewith or included herein is
		Spaces Bel	ow to be C	Completed by Williamson County	to be true and correct and to conform with the
I certify that I have examined this capplicable provisions of State law.	laim and sul All items are	ostantiating c considered	to be neces	sary reasonable expenses and this clain	t to be true and correct and to conform with the pris recommended for payment as follows:
				X	
Amount of \$ 250.00 5-9-8	000	-			
) - 10	000			Relocation A	vent
Date				TOOLATION A	0
				Approximately a constraint of the second of	
Date				Williamson C	County Judge

Parcel 13 Sam Bass Road		Displacee Name	GTX Constructors
Tenant Personal Property Relocation Estimate		Unit Number	076
		Comments:	
Type of Property	Buehler		
	cost per each		
Passenger Vehicles	\$250.00		7
Covered Trailers	\$250.00		
Flatbed Trailers	\$250.00	a	n
Various Boats with Trailers	\$300.00		
Motorhome Bus	\$500.00		
Motorhome	\$400.00		
Box Truck	\$450.00		
Food Truck	\$450.00		
Travel Trailers All Sizes	\$400.00		
8' X 8' Storage Bins (contents only)	\$850.00		
Slide in Truck Camper	\$350.00		
Office Trailer	\$650.00		

CERTIFICATION OF ELIGIBILITY

Project Sam Bass Parcel: 13	s Road		
Tenant Name:	GTX Construct	on Services, LLC	
Unit/Space #:			
Indiv	viduals, Families	and Unincorporate	d Businesses or Farming Operations
I certify that mys	self and any other	r party(ies) with a fin	ancial interest in this relocation assistance claim
		Citizens or Nationals	of the United States
		Aliens lawfully prese	ent in the United States
* If an Alien law	fully present in t	the United States, sup	porting documentation will be required.
	N/A		Date:
g have right his field of only of participant and an extra to the participant and an extra to	Signature	Andrew Control of the	
	N/A		Date:
,	Signature		
	Incorpora	ted Business, Farm	or Nonprofit Organizations
I certify that I has applicable state	ave signature aut	hority for this entity orized to conduct busing	and such entity is lawfully incorporated under the ness within the United States.
. —————————————————————————————————————	Claimant		Date: 4.21.22

PLEASE COMPLETE, SIGN, DATE AND RETURN

Contact Notes

Project Corridor H/Sam Bass Road Parcel 13

Unit #_	076	
Name _	GTX Constructors	_
Phone _	7	
Email	m	

	Comments
e	Comments
07-23-2021	Letter sent to tenant informing them about project and relocation eligibility.
10-29-2021	Second notice sent to tenant asking for response to July letter.
01-05-2022	Move Verified
03-02-2022	Final notice of relocation eligibility and claim sent to GTX Constructors.
03-17-2022	Received signed copies of the CE and Tenant Acknowledgement.
03-24-2021	Sent email asking for additional information.
03-25-2021	Received call from Adam Klingemann explaining what items were in the location.
04-01-2022	Sent claim documents to Adam Klingemann for signature.
04-22-2022	Received back signed claim documents from Mr. Klingemann.
05-09-2022	Prepared claim package and sent to Sheets and Crossfield for approval and payment.

CLAIM FOR ACTUAL MOVING EXPENSES

I. Name of Claimant(s).				Type All Information Parcel No: 13	County: Williamson
GTX Construction	Service	RS, LL		Parcer No. 1.5	Project: Corridor H/Sam Bass Rd
Joan Kling Guan	1 - PL				Project, Conidor Hisani Bass Rd
☐ Individual Storage Un					
2. Address of Property Acquire	d by Willia	mison Cou	nty:	3. Address Moved To:	
4700 Sam Bass Road Round Rock, Texas 78681					
Claimant's Telephone No.			-		
Email					
4. Occupancy of Property Acqu	ired by Wi	Hiamson C	ounty:	5. Distance Moved: 15 Mil	es
From (Date): 2020	To (Date	illiamson C of Move) /2	2021	7. Mover's Name and Address:	
Owner/Occupa		Tenant	EU-I	Self-Move based off approved	l fee schedule
6. Controlling Dates	Mo.	Day	Yr.	FLATBED TRAILER	
a. First Offer in Negotiation	0.5	11	2020	9. Amount of Claim:	
b. Date Property Acquired	05	29	2021	1	
c. Date Required to Move	11	30	2021	Moving Expenses	\$250.00
8. Property Storage (attach expl	anation)			Total Amount	\$250,00
From (Date): N/A To (Date of	or wove): I	NIX		Total Amount	3233,0
Place Stored (Name and Addres	ss):				
N/A					
		a property and the			
10. Temporary Lodging (attach From (Date): N/A To (Date of					
			mable and a	re supported by attached receipts. Pay	of this claim is requested. I certify that I have
not submitted any other claim for, o	r received r	eimburseme	nt for, an ite	m of expense in this claim, and that I v	will not accept reimbursement or compensation
from any other source for any item Block 3, above, in accordance with	the involces	submitted a	to this clai and agreed to	m. I further certify that all property wa erms of the move and that all informati	is moved and installed at the address shown in ion submitted herewith or included herein is
true and correct.	4)				
Tour				district college largers	
Date of Claim: 4/22/12	laimant				
41	11	MVK	1	7	
Signature (Tamant -				
		paces Belo	ow to be C	Completed by Williamson County	У
I certify that I have examined this c applicable provisions of State law.	laim and sul All items are	e considered	to be neces	on attached herewith and have found it sary reasonable expenses and this claim	t to be true and correct and to conform with the n is recommended for payment as follows:
A C.C. 250.00				/ /	
5-6	7-20	200			
Date				Relocation A	gent)
Date				Williamson C	County Judge

Parcel 13 Sam Bass Road		Displacee Name	GTX Constructors
Tenant Personal Property			076
Relocation Estimate		Unit Number	
		Comments:	
Type of Property	Buehler		
	cost per each		
Passenger Vehicles	\$250.00		
Covered Trailers	\$250.00		
Flatbed Trailers	\$250.00		
Various Boats with Trailers	\$300.00		
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Motorhome	\$400.00		
Box Truck	\$450.00		
Food Truck	\$450.00		
Travel Trailers All Sizes	\$400.00		
8' X 8' Storage Bins (contents only)	\$850.00		
Slide in Truck Camper	\$350.00		
Office Trailer	\$650.00		

CERTIFICATION OF ELIGIBILITY

Project Sam Bas Parcel: 13	ss Road		
Tenant Name: _	GTX Construction Services,	LLC	
Unit/Space #:	101		
Indi	viduals, Families and Uninco	rporated Businesses or Farmin	g Operations
are either:	Citizens or N	ith a financial interest in this relo lationals of the United States or lly present in the United States htes, supporting documentation w	
	N/A	Date	:
	Signature		
	N/A	Date	:
	Signature		
	Incorporated Business,	, Farm or Nonprofit Organizati	ons
I certify that I h applicable state	ave signature authority for this 's laws and authorized to cond	s entity and such entity is lawfully uct business within the United Sta	incorporated under the ites.
	Claimant	Date	: 4·22·22

PLEASE COMPLETE, SIGN, DATE AND RETURN

Contact Notes

Project Corridor H/Sam Bass Road Parcel 13

Unit <u>#</u>	101	
Name _	GTX Constructors	
Phone _		
Email		

Date	Comments
07-23-2021	Letter sent to tenant informing them about project and relocation eligibility.
10-29-2021	Second notice sent to tenant asking for response to July letter.
01-05-2022	Move Verified
03-02-2022	Final notice of relocation eligibility and claim sent to GTX Constructors.
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03-24-2021	Sent email asking for additional information.
03-25-2021	Received call from Adam Klingemann explaining what items were in the location.
04-01-2022	Sent claim documents to Adam Klingemann for signature
04-22-2022	Signed claim forms returned by Mr. Klingemann.
04-27-2022	Requested additional documentation regarding item stored in unit
05-09-2022	Adam Klingemann sent email listing items stored in unit
05-09-2022	Prepared claim package and sent to Sheets and Crossfield for approval and payment.

Meeting Date: 05/17/2022 Unlimited Tax Road Bond Order

Submitted By: Julie Kiley, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Consideration and possible action relating to Order Authorizing the Issuance of Williamson County, Texas Unlimited Tax Road Bonds in One or more Series; Levying an Ad Valorem Tax in Support of the Bonds; Approving Paying Agent/Registrar Agreements, Official Statements and Purchase Agreements; Establishing the Procedures for Selling and Delivering One or More Series of the Bonds; and Authorizing Other Matters Relating to the Bonds.

Background

Dan Wegmiller, Specialized Public Finance, and Carol Polumbo, McCall Parkhurst & Horton, will be available to answer questions in Commissioners Court. This order authorizes the sale of Unlimited Tax Road Bonds in one or more series. The balance of the 2019 Voter Authorized Road Bonds available to be issued is \$112 million.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Unlimited Tax Road Bond Order

Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Becky Pruitt 05/03/2022 08:52 AM

Form Started By: Julie Kiley Started On: 05/02/2022 03:20 PM

Final Approval Date: 05/03/2022

ORDER AUTHORIZING THE ISSUANCE OF WILLIAMSON COUNTY, TEXAS UNLIMITED TAX ROAD BONDS IN ONE OR MORE SERIES; LEVYING AN AD VALOREM TAX IN SUPPORT OF THE BONDS; APPROVING PAYING AGENT/REGISTRAR AGREEMENTS, OFFICIAL STATEMENTS AND PURCHASE AGREEMENTS; ESTABLISHING THE PROCEDURES FOR SELLING AND DELIVERING ONE OR MORE SERIES OF THE BONDS; AND AUTHORIZING OTHER MATTERS RELATING TO THE BONDS

Adopted May 17, 2022

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ORDER AUTHORIZING THE ISSUANCE OF WILLIAMSON COUNTY, TEXAS UNLIMITED TAX ROAD BONDS IN ONE OR MORE SERIES; LEVYING AN AD VALOREM TAX IN SUPPORT OF THE BONDS; APPROVING PAYING AGENT/REGISTRAR AGREEMENTS, OFFICIAL STATEMENTS AND PURCHASE AGREEMENTS; ESTABLISHING THE PROCEDURES FOR SELLING AND DELIVERING ONE OR MORE SERIES OF THE BONDS; AND AUTHORIZING OTHER MATTERS RELATING TO THE BONDS

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

WHEREAS, on the 6th day of August, 2019, in accordance with Chapter 1251, Texas Government Code, as amended, the Texas Election Code, as amended, and other general laws, the Commissioners Court of Williamson County, Texas (the "County") adopted an "Order Calling a Bond Election for November 5, 2019; Designating Voter Centers; Providing for Early voting and Election Date Voting; Provision for Performance of Required Administrative Duties; Providing for Conduct of the Election; and Providing for Other Matters related to Such Election" with such election to be held within the County on November 5, 2019 to submit to the voters of the County two different propositions to authorize the bonds hereinafter stated; and

WHEREAS, the voters of the County authorized the Commissioners Court of the County to issue the bonds set forth in Proposition A which aggregates \$412,000,000 in principal amount for road projects; and

WHEREAS, the Commissioners Court has determined it is in the best interest of the County to issue one or more series of bonds from the remaining authorized but unissued Proposition A bond authorization; and

NOW, THEREFORE, BE IT ORDERED BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS:

Section 1. RECITALS, AMOUNT AND PURPOSE OF THE BONDS. The recitals set forth in the preamble hereof are incorporated herein and shall have the same force and effect as if set forth in this section. The bond or bonds of the County are hereby authorized pursuant to Article III, Section 52 of the Texas Constitution and Chapters 1251, 1371 and 1471, Texas Government Code, to be issued and delivered in the aggregate principal amount not to exceed \$112,000,000 for the purpose of funding road projects as set forth in Proposition A and paying certain costs of issuance on the Bonds.

Section 2. <u>**DEFINITIONS**</u>. When used in this Bond Order, except in Section 5, and in any resolution or order amendatory or supplemental hereto, the terms listed below shall have the meanings specified below, unless it is otherwise expressly provided or unless the context otherwise requires:

"Accreted Value" means, with respect to a Premium Compound Interest Bond, as of any particular date of calculation, the original principal amount thereof, plus all interest accrued and compounded to the particular date of calculation, as determined in accordance with the Pricing Certificate and the Accretion Table attached as an exhibit to the Pricing Certificate relating to the Bonds that shows the Accreted Value per \$5,000 maturity amount on the calculation date of maturity to its maturity.

"Accretion Table" means the exhibit attached to the Pricing Certificate, if necessary, that sets forth the rounded original principal amounts at the Issuance Date for the Premium Compound Interest Bonds and the Accreted Values and maturity amounts thereof as of each Compounding Date until final maturity.

"Authorized Denominations" means the denomination of \$5,000 or any integral multiple thereof with respect to the Current Interest Bonds and in the denomination of \$5,000 in maturity amount or any integral multiple thereof with respect to the Premium Compound Interest Bonds.

"Bonds" means and includes collectively the Premium Compound Interest Bonds and Current Interest Bonds initially issued and delivered pursuant to this Bond Order and the Pricing Certificate for the Bonds and all substitute Bonds exchanged therefor, as well as all other substitute bonds and replacement bonds issued pursuant hereto, and the term "Bond" shall mean any of the Bonds.

"Bond Order" or "Order" means this order of the Commissioners Court authorizing the issuance of one or more Series of Bonds.

"Business Day" means any day which is not a Saturday, Sunday or a day on which the Paying Agent/Registrar is authorized by law or executive order to remain closed.

"Commissioners Court" means the governing body of the County.

"Compounded Amount" means, with respect to a Premium Compound Interest Bond, as of any particular date of calculation, the original principal amount thereof plus all interest accrued and compounded to the particular date of calculation.

"Compounding Dates" means the dates on which interest is compounded on the Premium Compound Interest Bonds as set forth in the Accretion Table attached to the Pricing Certificate.

"County" means Williamson County, Texas and any other public agency succeeding to the powers, rights, privileges, and functions of the County and, when appropriate, the Commissioners Court of the County.

"Current Interest Bonds" means the Bonds paying current interest and maturing in each of the years and in the aggregate principal amounts set forth in the Pricing Certificate.

"Defeasance Securities" means (i) Federal Securities, (ii) noncallable obligations of an agency or instrumentality of the United States of America, including obligations that are

unconditionally guaranteed or insured by the agency or instrumentality and that, on the date the Commissioners Court adopts or approves proceedings authorizing the issuance of refunding bonds or otherwise provide for the funding of an escrow to effect the defeasance of the Bonds are rated as to investment quality by a nationally recognized investment rating firm not less than "AAA" or its equivalent, (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the Commissioners Court adopts or approves proceedings authorizing the issuance of refunding bonds or otherwise provide for the funding of an escrow to effect the defeasance of the Bonds, are rated as to investment quality by a nationally recognized investment rating firm no less than "AAA" or its equivalent and (iv) any other then authorized securities or obligations under applicable State law that may be used to defease obligations such as the Bonds.

"Federal Securities" means direct, noncallable obligations of the United States of America, including obligations that are unconditionally guaranteed by the United States of America.

"Fiscal Year" means the twelve-month accounting period for the County, which presently is the twelve-month period beginning on October 1 of each year and ending on September 30 of the following year, but which may be changed from time to time by the Commissioners Court.

"Initial Bond(s)" means the Bond(s) authorized, issued, and initially delivered as provided in Section 3 of this Bond Order.

"Interest Payment Date" means a date on which interest on the Current Interest Bonds is due and payable as set forth in the Pricing Certificate.

"Issuance Date" means the date of delivery of a Series of the Bonds.

"MSRB" means the Municipal Securities Rulemaking Board.

"Outstanding" when used with reference to Bonds, means, as of a particular date, all Bonds theretofore and thereupon delivered except; (a) any Bond canceled by or on behalf of the County at or before said date, (b) any Bond defeased or no longer considered Outstanding pursuant to the provisions of this Order or otherwise defeased as permitted by applicable law and (c) any such Bond in lieu of or in substitution for which another Bond shall have been delivered pursuant to this Bond Order.

"Premium Compound Interest Bonds" means the Bonds on which no interest is paid prior to maturity, maturing in various amounts and in the aggregate principal amount as set forth in the Pricing Certificate.

"Pricing Certificate" means the Pricing Certificate of the County's Pricing Officer to be executed and delivered pursuant to Section 3 hereof in connection with the issuance of one or more series of the Bonds.

"Pricing Officer" means the County Auditor, acting as the designated pricing officer of the County to execute the Pricing Certificate. In the absence of the County Auditor, the County Judge may act as the designated pricing officer of the County to execute the Pricing Certificate.

"Record Date" means, with respect to an Interest Payment Date, those dates set forth in the Pricing Certificate.

"Redemption Date" means a date fixed for redemption of any Bond pursuant to the terms of this Bond Order and the Pricing Certificate.

"Register" means the registry system maintained on behalf of the County by the Registrar in which are listed the names and addresses of the Registered Owners and the principal amount of Bonds registered in the name of each Registered Owner.

"Registered Owner" means any person or entity in whose name a Bond is registered.

"Registrar" or "Paying Agent/Registrar" means BOKF, NA, or such other bank, trust company, financial institution, or other entity as may hereafter be designated by the County to act as paying agent and registrar for the Bonds in accordance with the terms of this Bond Order.

"Replacement Bonds" means the Bonds authorized by the County to be issued in substitution for lost, apparently destroyed, or wrongfully taken Bonds as provided in Section 9 of this Bond Order.

"Rule" means SEC Rule 15c2-12, as amended from time to time.

"Series" means any designated series of Bonds issued pursuant to this Bond Order.

"SEC" means the United States Securities and Exchange Commission.

"Underwriter" means the senior managing underwriter as selected by the Pricing Officer for the Bonds issued pursuant to this Bond Order and the other co-managers for the Bonds as the Pricing Officer deems appropriate.

Section 3. DESIGNATION, DATE, DENOMINATIONS, NUMBERS AND DELEGATION TO PRICING OFFICER. (a) Each bond issued pursuant to this Bond Order shall be designated: "WILLIAMSON COUNTY, TEXAS UNLIMITED TAX ROAD BOND" and initially there shall be issued, sold, and delivered hereunder one or more Series of fully registered Bonds, without interest coupons, which may be in the form of Current Interest Bonds or Premium Compound Interest Bonds, numbered consecutively from R-1 upward, in the case of Current Interest Bonds, and from PC-1 upward, in the case of Premium Compound Interest Bonds (except the Initial Bond delivered to the Attorney General of the State of Texas which shall be numbered T-1 and TPC-1, respectively) payable to the respective initial Registered Owners thereof, or to the registered assignee or assignees of said Bonds or any portion or portions thereof, in Authorized Denominations, maturing not later August 15, 2047, serially or otherwise on the dates, in the years and in the principal amounts, respectively, and

dated, all as set forth in the Pricing Certificate to be executed and delivered by the Pricing Officer pursuant to Section 3(b) below. The Pricing Certificate is hereby incorporated in and made a part of this Bond Order. The title of each of the Bonds shall be designated by the year in which it is awarded pursuant to Section 3(b) below. The authority for the Pricing Officer to execute and deliver a Pricing Certificate shall expire at 5:00 p.m. C.D.T on May 17, 2023. Bonds priced on or before May 17, 2023 may be delivered to the Underwriters or purchasers, as applicable, after such date.

- As authorized by Section 1371.053, Texas Government Code, as amended, the Pricing Officer is hereby authorized to act on behalf of the County in selling and delivering one or more Series of the Bonds, determining if a Series of Bonds is a Tax-Exempt Series or a Taxable Series and carrying out the other procedures specified in this Bond Order, including determining the date of the Bonds, any additional or different designation or title by which the Bonds shall be known, the price at which the Bonds will be sold, the years in which the Bonds will mature, the principal amount to mature in each of such years, the aggregate principal amount of Current Interest Bonds and Premium Compound Interest Bonds, the rate or rates of interest to be borne by each such maturity, the interest payment periods, the dates, price, and terms upon and at which the Bonds shall be subject to redemption prior to maturity at the option of the County, as well as any mandatory sinking fund redemption provisions, and all other matters relating to the issuance, sale, and delivery of the Bonds, all of which shall be specified in the Pricing Certificate; provided that (i) the price to be paid for a Series of the Bonds shall not be less than 90% of the aggregate original principal amount thereof plus accrued interest, if any, thereon from its date to its delivery and (ii) the net effective interest rate of the Bonds, or yield in the case of Premium Compound Interest Bonds, shall not be greater than the maximum rate allowed by law. In establishing the aggregate principal amount of the Bonds, the Pricing Officer shall establish an amount not to exceed the amount authorized in Section 1, which shall be sufficient to provide for the purposes for which the Bonds are authorized and to pay the costs of issuing the Bonds.
- (c) To achieve advantageous borrowing costs for the County, the Bonds shall be sold on a negotiated, placement or competitive basis as determined by the Pricing Officer in the Pricing Certificate. In determining whether to sell the Bonds by negotiated, placement or competitive sale, the Pricing Officer shall take into account any material disclosure issues which might exist at the time, the market conditions expected at the time of the sale and any other matters which, in the judgment of the Pricing Officer, might affect the net borrowing costs on the Bonds.

If the Pricing Officer determines that the Bonds should be sold at a competitive sale, the Pricing Officer shall cause to be prepared a notice of sale and official statement in such manner as the Pricing Officer deems appropriate, to make the notice of sale and official statement available to those institutions and firms wishing to submit a bid for the Bonds, to receive such bids, and to award the sale of the Bonds to the bidder submitting the best bid in accordance with the provisions of the notice of sale.

If the Pricing Officer determines that the Bonds should be sold by a negotiated sale or placement, the Pricing Officer shall designate the placement purchaser or the Underwriter for the

Bonds and such additional investment banking firms as the Pricing Officer deems appropriate to assure that the Bonds are sold on the most advantageous terms to the County. The Pricing Officer, acting for and on behalf of the County, is authorized to enter into and carry out a Bond Purchase Contract or other agreement for the Bonds to be sold by negotiated sale or placement, with the Underwriters or placement purchasers respectively, at such price, with and subject to such terms as determined by the Pricing Officer pursuant to Section 3(b) above. Each Bond Purchase Contract or other agreement shall be substantially in the form and substance previously approved by the County in connection with the previously issued ad valorem tax debt with such changes as are acceptable to the Pricing Officer.

(d) The Current Interest Bonds shall bear interest calculated on the basis of a 360-day year composed of twelve 30-day months from the dates specified in the FORM OF BONDS set forth in this Bond Order to their respective dates of maturity or redemption at the rates per annum set forth in the Pricing Certificate.

The Premium Compound Interest Bonds shall bear interest from the Issuance Date, calculated on the basis of a 360-day year composed of twelve 30-day months (subject to rounding to the Compounded Amounts thereof), compounded on the Compounding Dates as set forth in the Pricing Certificate, and payable, together with the principal amount thereof, in the manner provided in the Form of Bonds at the rates set forth in the Pricing Certificate. Attached to the Pricing Certificate, if Premium Compound Interest Bonds are to be issued, shall be the Accretion Table. The Accreted Value with respect to any date other than a Compounding Date is the amount set forth on the Accretion Table with respect to the last preceding Compounding Date, plus the portion of the difference between such amount and the amount set forth on the Accretion Table with respect to the next succeeding Compounding Date that the number of days (based on 30-day months) from such last preceding Compounding Date to the date for which such determination is being calculated bears to the total number of days (based on 30-day months) from such last preceding Compounding Date to the next succeeding Compounding Date.

CHARACTERISTICS OF THE BONDS. (a) Registration, Transfer, Section 4. Conversion and Exchange; Authentication. The County shall keep or cause to be kept at BOKF, NA, Dallas, Texas (the "Paying Agent/Registrar") books or records for the registration of the transfer and exchange of the Bonds (the "Register"), and the County hereby appoints the Paying Agent/Registrar as its registrar and transfer agent to keep such books or records and make such registrations of transfers and exchanges under such reasonable regulations as the County and Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such registrations and conversions and exchanges as herein provided. The Paying Agent/Registrar shall obtain and record in the Register the address of the Registered Owner of each Bond to which payments with respect to the Bonds shall be mailed, as herein provided; but it shall be the duty of each Registered Owner to notify the Paying Agent/Registrar in writing of the address to which payments shall be mailed, and such interest payments shall not be mailed unless such notice has been given. The County shall have the right to inspect the Register during regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Register confidential and, unless otherwise required by law, shall not permit their inspection by any other entity. The County shall pay the Paying Agent/Registrar's standard or

customary fees and charges for making such registration, transfer, exchange and delivery of a substitute Bond or Bonds. Registration of assignments, transfers and exchanges of Bonds shall be made in the manner provided and with the effect stated in the FORM OF BOND set forth in this Bond Order. Each substitute Bond shall bear a letter and/or number to distinguish it from each other Bond.

Except as provided in Section 4(c) of this Bond Order, an authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Bond, date and manually sign said Bond, and no such Bond shall be deemed to be issued or outstanding unless such Bond is so executed. The Paying Agent/Registrar promptly shall cancel all paid Bonds and Bonds surrendered for exchange. No additional orders or resolutions need be passed or adopted by the Commissioners Court of the County or any other body or person so as to accomplish the foregoing exchange of any Bond or portion thereof, and the Paying Agent/Registrar shall provide for the printing, execution, and delivery of the substitute Bonds in the manner prescribed herein. Pursuant to Chapter 1201, Texas Government Code, as amended, and particularly Subchapter D thereof, the duty of exchange of Bonds as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of said Bond, the exchanged Bond shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Bonds which initially were issued and delivered pursuant to this Bond Order, approved by the Attorney General, and registered by the Comptroller of Public Accounts.

- (b) Payment of Bonds and Interest. The County hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Bonds, all as provided in this Bond Order and the Pricing Certificate. The Paying Agent/Registrar shall keep proper records of all payments made by the County and the Paying Agent/Registrar with respect to the Bonds, and of all conversions and exchanges of Bonds, and all replacements of Bonds, as provided in this Bond Order. However, in the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new Record Date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the County. Notice of the past due interest shall be sent at least five (5) Business Days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each Registered Owner appearing on the Register at the close of business on the last Business Day next preceding the date of mailing of such notice.
- (c) <u>In General</u>. The Bonds (i) shall be issued in fully registered form, without interest coupons, with the principal of and interest on such Bonds to be payable only to the Registered Owners thereof, (ii) may be transferred and assigned, (iii) may be exchanged for other Bonds, (iv) shall have the characteristics, (v) shall be signed, sealed, executed and authenticated, (vi) the principal of and interest on the Bonds shall be payable, and (vii) shall be administered and the Paying Agent/Registrar and the County shall have certain duties and responsibilities with respect to the Bonds, all as provided, and in the manner and to the effect as required or indicated, in the Pricing Certificate and the FORM OF BOND set forth in this Bond Order. The Initial Bond(s) are not required to be, and shall not be, authenticated by the Paying Agent/Registrar, but on each substitute Bond issued in exchange for any Initial Bond or Bonds issued under this Bond Order

the Paying Agent/Registrar shall execute the PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE, in the form set forth in the FORM OF BOND.

- Substitute Paying Agent/Registrar. The County covenants with the Registered Owners of the Bonds that at all times while the Bonds are outstanding the County will provide a competent and legally qualified bank, trust company, financial institution, or other agency to act as and perform the services of Paying Agent/Registrar for the Bonds under this Bond Order, and that the Paying Agent/Registrar will be one entity. The County reserves the right to, and may, at its option, change the Paying Agent/Registrar upon not less than 30 days written notice to the Paying Agent/Registrar, to be effective at such time which will not disrupt or delay payment on the next principal or interest payment date after such notice. In the event that the entity at any time acting as Paying Agent/Registrar (or its successor by merger, acquisition, or other method) should resign or otherwise cease to act as such, the County covenants that promptly it will appoint a competent and legally qualified bank, trust company, financial institution, or other agency to act as Paying Agent/Registrar under this Bond Order. Upon any change in the Paying Agent/Registrar, the previous Paying Agent/Registrar promptly shall transfer and deliver the Register (or a copy thereof), along with all other pertinent books and records relating to the Bonds, to the new Paying Agent/Registrar designated and appointed by the County. Upon any change in the Paying Agent/Registrar, the County promptly will cause a written notice thereof to be sent by the new Paying Agent/Registrar to each Registered Owner of the Bonds, by United States mail, first-class postage prepaid, which notice also shall give the address of the new Paying Agent/Registrar. By accepting the position and performing as such, each Paying Agent/Registrar shall be deemed to have agreed to the provisions of this Bond Order, and a certified copy of this Bond Order shall be delivered to each Paying Agent/Registrar.
- (e) <u>Book-Entry-Only System</u>. The Bonds issued in exchange for the Initial Bond initially issued as provided in Section 4(h) shall be issued in the form of a separate single fully registered Bond for each of the maturities thereof registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC") and except as provided in Section 4(f) below, all of the Outstanding Bonds shall be registered in the name of Cede & Co., as nominee of DTC.

With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the County and the Paying Agent/Registrar shall have no responsibility or obligation to any securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC participants (the "DTC Participant") or to any person on behalf of whom such a DTC Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the County and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than a Registered Owner, as shown on the Register, of any notice with respect to the Bonds, or (iii) the payment to any DTC Participant or any person, other than a Registered Owner, as shown on the Register of any amount with respect to principal of or interest on the Bonds. Notwithstanding any other provision of this Bond Order to the contrary, but to the extent permitted by law, the County and the Paying

Agent/Registrar shall be entitled to treat and consider the person in whose name each Bond is registered in the Register as the absolute owner of such Bond for the purpose of payment of principal of and interest, with respect to such Bond, for the purposes of registering transfers with respect to such Bond, and for all other purposes of registering transfers with respect to such Bonds, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of and interest on the Bonds only to or upon the order of the respective Registered Owners, as shown in the Register as provided in this Bond Order, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the County's obligations with respect to payment of principal of and interest on the Bonds to the extent of the sum or sums so paid. No person other than a Registered Owner, as shown in the Register, shall receive a Bond evidencing the obligation of the County to make payments of principal, and interest pursuant to this Bond Order. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Bond Order with respect to interest checks being mailed to the registered owner at the close of business on the Record Date the word "Cede & Co." in this Bond Order shall refer to such new nominee of DTC.

- (f) Successor Securities Depository; Transfer Outside Book-Entry-Only System. In the event that the County determines to discontinue the book-entry system through DTC or a successor or DTC determines to discontinue providing its services with respect to the Bond, the County shall either (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Bonds to such successor securities depository or (ii) notify DTC and DTC Participants of the availability through DTC of Bonds and transfer one or more separate Bonds to DTC Participants having Bonds credited to their DTC accounts. In such event, the Bonds shall no longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names the Registered Owner transferring or exchanging Bond shall designate, in accordance with the provisions of this Bond Order.
- (g) <u>Payments to Cede & Co.</u> Notwithstanding any other provision of this Bond Order to the contrary, so long as any Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, in the manner provided in the Blanket Issuer Letter of Representations of the County to DTC.
- (h) <u>Initial Bond(s)</u>. The Bonds herein authorized shall be initially issued as fully registered Bonds, being one Bond in the denomination of the applicable principal amount and the Initial Bond shall be registered in the name of the Underwriter. The Initial Bond shall be the Bond submitted to the Office of the Attorney General of the State of Texas for approval, certified and registered by the Office of the Comptroller of Public Accounts of the State of Texas and delivered to the Underwriters or initial purchaser, as applicable. Immediately after the delivery of the Initial Bond(s), the Paying Agent/Registrar shall cancel the Initial Bond(s) delivered hereunder and exchange therefor Bonds in the form of a separate single fully registered Bond for each of the maturities thereof registered in the name of Cede & Co., as nominee of DTC and

except as provided in Section 4(f) herein, all of the Outstanding Bonds shall be registered in the name of Cede & Co., as nominee of DTC.

(i) <u>DTC Blanket Letter of Representations.</u> The County confirms execution of a Blanket Issuer Letter of Representations with DTC establishing the Book-Entry-Only System which will be utilized with respect to the Bonds.

Section 5. FORM OF BOND. The form of the Bond, including the form of Paying Agent/Registrar's Authentication Certificate, the form of Assignment and the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas to be attached to the Bonds initially issued and delivered pursuant to this Bond Order, shall be, respectively, substantially as follows, with such appropriate variations, omissions, or insertions as are permitted or required by this Bond Order and the Pricing Certificate.

FORM OF FIRST PARAGRAPHS OF CURRENT INTEREST BONDS

NO. R-		TES OF AMERICA	PRINCIPAL
		OF TEXAS	AMOUNT \$
	WILLIAMS	SON COUNTY	Φ
	WILLIAMSON	COUNTY, TEXAS	
		X ROAD BONDS,	
		*	
INTEREST RATE	DATE OF BOND	MATURITY DATE	CUSIP NO.
REGISTERED OWNE	·D.		
REGISTERED OWNI	AN.		
PRINCIPAL AMOUN	Т:		DOLLARS
ON THE MAT	URITY DATE specifi	ed above, WILLIAMSON	N COUNTY, TEXAS
• • • • • • • • • • • • • • • • • • • •	•	the State of Texas, hereby	
_		ered assigns (hereinafter o	
Owner") the principal ar	mount set forth above,	and to pay interest thereon	from*,
on*	and semiannually	thereafter on each _	* and
* to the	e maturity date specifi	ied above, or the date of	f redemption prior to
maturity, at the interest	rate per annum specifie	d above; except that if this	Bond is required to be
authenticated and the da	te of its authentication a	after any Record Date (here	einafter defined) but on

or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Bond or Bonds, if any, for which this Bond is

^{*}As provided in the Pricing Certificate. To the extent that the Pricing Certificate relating to the Bonds is inconsistent with any provisions in this Form of Bond or contains information to complete missing information in this Form of Bond, the language in the Pricing Certificate shall be used in the executed Bonds.

being exchanged is due but has not been paid, then this Bond shall bear interest from the date to which such interest has been paid in full. Notwithstanding the foregoing, during any period in which ownership of the Bonds is determined only by a book entry at a securities depository for the Bonds, any payment to the securities depository, or its nominee or registered assigns, shall be made in accordance with existing arrangements between the County and the securities depository.

THE PRINCIPAL OF AND INTEREST ON this Bond are payable in lawful money of the United States of America, without exchange or collection charges. The principal of this Bond shall be paid to the Registered Owner hereof upon presentation and surrender of this Bond at maturity or upon the date fixed for its redemption prior to maturity, at BOKF, NA, (the "Paying Agent/Registrar") at their office in Dallas, Texas (the "Designated Payment/Transfer Office"). The payment of interest on this Bond shall be made by the Paying Agent/Registrar to the Registered Owner hereof on each interest payment date by check or draft, dated as of such interest payment date, drawn by the Paying Agent/Registrar on, and payable solely from, funds of the County required by the order authorizing the issuance of this Bond (the "Bond Order") to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided; and such check or draft shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, on each such interest payment date, to the Registered Owner hereof, at its address as it appeared on the close of business as of the last day of the month preceding each such date (the "Record Date") on the Register kept by the Paying Agent/Registrar (the "Register"). In addition, interest may be paid by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Registered Owner. In the event of a non-payment of interest on a scheduled payment date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the County. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five Business Days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each owner of a Bond appearing on the Register at the close of business on the last Business Day next preceding the date of mailing of such notice.

DURING ANY PERIOD in which ownership of the Bonds is determined only by a book entry at a securities depository for the Bonds, if fewer than all of the Bonds of the same maturity and bearing the same interest rate are to be redeemed, the particular Bonds of such maturity and bearing such interest rate shall be selected in accordance with the arrangements between the County and the securities depository.

ANY ACCRUED INTEREST due at maturity as provided herein or upon the redemption of this Bond prior to maturity shall be paid to the Registered Owner upon presentation and surrender of this Bond for payment at the Designated Payment/Transfer Office of the Paying Agent/Registrar. The County covenants with the Registered Owner of this Bond that on or before each principal payment date, interest payment date and accrued interest payment date for this Bond it will make available to the Paying Agent/Registrar, from the "Interest and Sinking Fund" created by the Bond Order, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Bonds, when due.

FORM OF FIRST PARAGRAPHS OF PREMIUM COMPOUND INTEREST BONDS

NO. R-UNITED STATES OF AMERICA **MATURITY** STATE OF TEXAS **AMOUNT** WILLIAMSON COUNTY WILLIAMSON COUNTY, TEXAS UNLIMITED TAX ROAD BONDS, SERIES __ * **ISSUANCE DATE DATE OF BONDS MATURITY DATE** INTEREST RATE **REGISTERED OWNER: MATURITY AMOUNT: DOLLARS** ON THE MATURITY DATE specified above, WILLIAMSON COUNTY, TEXAS (the "County"), being a political subdivision of the State of Texas, hereby promises to pay to the Registered Owner set forth above, or registered assigns (hereinafter called the "Registered Owner") the principal amount set forth above representing the principal amount hereof and accrued and compounded interest hereon. Interest shall accrue on the principal amount hereof from the Issuance Date at the interest rate per annum specified above, calculated on the basis of a 360 day year comprised of twelve 30 day months, compounded semiannually on _ of each year commencing _____, 20__*. For convenience of reference a table of the "Accreted Value" per \$5,000 Maturity Amount is printed on the reverse side of this Bond. The term "Accreted Value" as set forth in the table on the reverse side hereof shall mean the original principal amount plus initial premium per \$5,000 Maturity Amount compounded semiannually on * and * at the yield shown on such table. THE MATURITY AMOUNT of this Bond is payable in lawful money of the United States of America, without exchange or collection charges. The Maturity Amount of this Bond shall be paid to the Registered Owner hereof upon presentation and surrender of this Bond at maturity, at the designated office for payment of BOKF, NA, which is the "Paying Agent/Registrar" for this Bond, and shall be drawn by the Paying Agent/Registrar on, and solely from, funds of the County required by the order authorizing the issuance of the Bonds (the "Bond

Order") to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided, payable to the Registered Owner hereof, as it appears on the Register kept by the Paying Agent/Registrar, as hereinafter described. The County covenants with the Registered Owner of this Bond that on or before the Maturity Date for this Bond it will make available to

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^{*}As provided in the Pricing Certificate. To the extent that the Pricing Certificate relating to the Bonds is inconsistent with any provisions in this Form of Bond or contains information to complete missing information in this Form of Bond, the language in the Pricing Certificate shall be used in the executed Bonds.

the Paying Agent/Registrar, from the "Interest and Sinking Fund" created by the Bond Order, the amounts required to provide for the payment, in immediately available funds of the Maturity Amount, when due. Notwithstanding the foregoing, during any period in which ownership of the Bonds is determined only by a book entry at a securities depository for the Bonds, any payment to the securities depository, or its nominee or registered assigns, shall be made in accordance with existing arrangements between the County and the securities depository.

[FORM OF REMAINDER OF EACH BOND]

IF THE DATE for the payment of the principal of or interest on this Bond shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the county where the principal corporate trust office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

*, authorized in accordance

THIS BOND is one of a series of Bonds dated

with the Constitution and laws of the State of Texas in the principal amount of \$ [CONSTITUTING \$ CURRENT INTEREST BONDS AND \$ PREMIUM COMPOUND INTEREST BONDS]** FOR THE PURPOSE OF FUNDING ROAD PROJECTS AS SET FORTH IN PROPOSITION A AS PROVIDED IN THE PREAMBLE TO THIS ORDER AND PAYING CERTAIN COSTS OF ISSUANCE OF THE BONDS.
(INSERT REDEMPTION PROVISIONS AS PROVIDED IN THE PRICING CERTIFICATE)
, or on any date thereafter, the Bonds maturing on and after may be redeemed prior to their scheduled maturities, at the option of the County with funds derived from any available and lawful source, at a redemption price equal to the principal amount to be redeemed plus accrued interest to the date fixed for redemption as whole, or from time to time in part, and, if in part, the particular Bonds, or portions thereof, is the Sinking Fund Installments in the case of the Term Bonds, defined below, to be redeemed shall be selected and designated by the County and if less than all of a maturity or sinking fur installment is to be redeemed, the Paying Agent/Registrar shall determine by lot or other random customary method the Bonds, or portions thereof within such maturity or sinking fur installment to be redeemed (provided that a portion of a Bond may be redeemed only in integrated multiples of \$5,000).

^{*}As provided in the Pricing Certificate. To the extent that the Pricing Certificate relating to the Bonds is inconsistent with any provisions in this Form of Bond or contains information to complete missing information in this Form of Bond, the language in the Pricing Certificate shall be used in the executed Bonds.

^{**}To be included only if Current Interest Bonds and Premium Compound Interest Bonds are both issued and completed as determined in the Pricing Certificate.

Term Bonds Maturi	ng, 20 ^H	
Redemption Date	Principal Amount	
, 20	\$	
, 20		

THE PRINCIPAL AMOUNT of the Bonds required to be redeemed pursuant to the operation of the mandatory sinking fund redemption provisions shall be reduced, at the option of the County by the principal amount of any Bonds of the stated maturity which, at least 50 days prior to a mandatory redemption date, (1) shall have been acquired by the County at a price not exceeding the principal amount of such Bonds plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation, (2) shall have been purchased and cancelled by the Paying Agent/Registrar at the request of the County with monies in the Interest and Sinking Fund at a price not exceeding the principal amount of the Bonds plus accrued interest to the date of purchase thereof, or (3) shall have been redeemed pursuant to the optional redemption provisions and not theretofore credited against a mandatory sinking fund redemption requirement.]**

[THE BONDS MATURING ON _____* are subject to mandatory

NO LESS THAN 30 calendar days prior to the date fixed for any optional redemption, the County shall cause the Paying Agent/Registrar to send notice by United States mail, firstclass postage prepaid to the Registered Owner of each Bond to be redeemed at its address as it appeared on the Register of the Paying Agent/Registrar at the close of business on the 45th day prior to the redemption date and to major securities depositories, national bond rating agencies and bond information services; provided, however, that the failure to send, mail or receive such notice, or any defect therein or in the sending or mailing thereof, shall not affect the validity or effectiveness of the proceedings for the redemption of any Bonds. By the date fixed for any such redemption due provision shall be made with the Paying Agent/Registrar for the payment of the required redemption price for the Bonds or portions thereof which are to be so redeemed. If due provision for such payment is made, all as provided above, the Bonds or portions thereof which are to be so redeemed thereby automatically shall be treated as redeemed prior to their scheduled maturities, and they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the right of the Registered Owner to receive the redemption price from the Paying Agent/Registrar out of the funds provided for such payment. If a portion of any Bonds shall be redeemed a substitute Bonds or Bonds having the same maturity date, bearing interest at the same rate, in any denomination or denominations in any

^{*}As provided in the Pricing Certificate. To the extent that the Pricing Certificate relating to the Bonds is inconsistent with any provisions in this Form of Bond or contains information to complete missing information in this Form of Bond, the language in the Pricing Certificate shall be used in the executed Bonds.

^{**}To be included only if certain maturities of Bonds are subject to mandatory sinking fund redemption as determined by the Pricing Officer in the Pricing Certificate.

integral multiple of \$5,000, at the written request of the Registered Owner, and in aggregate principal amount equal to the unredeemed portion thereof, will be issued to the Registered Owner upon the surrender thereof for cancellation, at the expense of the County, all as provided in the Bond Order.

WITH RESPECT TO any optional redemption of the Bonds, unless certain prerequisites to such redemption required by the Bond Order have been met and moneys sufficient to pay the principal of and premium, if any, and interest on the Bonds to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice shall state that said redemption may, at the option of the County, be conditional upon the satisfaction of such prerequisites and receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon any prerequisite set forth in such notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption and sufficient moneys are not received, such notice shall be of no force and effect, the County shall not redeem such Bonds and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Bonds have not been redeemed.

ALL BONDS OF THIS SERIES are issuable solely as fully registered Bonds, without interest coupons, in the denomination of any integral multiple of \$5,000. As provided in the Bond Order, this Bond, or any unredeemed portion hereof, may, at the request of the Registered Owner or the assignee or assignees hereof, be assigned, transferred and exchanged for a like aggregate principal amount of fully registered Bonds, without interest coupons, payable to the appropriate Registered Owner, assignee or assignees, as the case may be, having the same denomination or denominations in any integral multiple of \$5,000 as requested in writing by the appropriate Registered Owner, assignee or assignees, as the case may be, upon surrender of this Bond to the Paying Agent/Registrar for cancellation, all in accordance with the form and procedures set forth in the Bond Order. Among other requirements for such assignment and transfer, this Bond must be presented and surrendered to the Paying Agent/Registrar, together with proper instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of this Bond or any portion or portions hereof in any integral multiple of \$5,000 to the assignee or assignees in whose name or names this Bond or any such portion or portions hereof is or are to be registered. The form of Assignment printed or endorsed on this Bond may be executed by the Registered Owner to evidence the assignment hereof, but such method is not exclusive, and other instruments of assignment satisfactory to the Paying Agent/Registrar may be used to evidence the assignment of this Bond or any portion or portions hereof from time to time by the Registered Owner. The Paying Agent/Registrar's reasonable standard or customary fees and charges for assigning, transferring, converting and exchanging any Bond or portion thereof will be paid by the County. In any circumstance, any taxes or governmental charges required to be paid with respect thereto shall be paid by the one requesting such assignment, transfer, conversion or exchange, as a condition precedent to the exercise of such privilege. The Paying Agent/Registrar shall not be required to make any such transfer, conversion, or exchange (i) during the period commencing on the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date or (ii) with respect to any Bond or portion thereof called for redemption prior to maturity, within 45 days prior to its redemption date; provided,

however, such limitation of transfer shall not be applicable to an exchange by the Registered Owner of the unredeemed balance of the Bond.

WHENEVER the beneficial ownership of this Bond is determined by a book entry at a securities depository for the Bonds, the foregoing requirements of holding, delivering or transferring this Bond shall be modified to require the appropriate person or entity to meet the requirements of the securities depository as to registering or transferring the book entry to produce the same effect.

IN THE EVENT any Paying Agent/Registrar for the Bonds is changed by the County, resigns, or otherwise ceases to act as such, the County has covenanted in the Bond Order that it promptly will appoint a competent and legally qualified substitute therefor, and cause written notice thereof to be mailed to the Registered Owners of the Bonds.

IT IS HEREBY certified, recited, and covenanted that this Bond has been duly and validly authorized, issued, and delivered; that all acts, conditions, and things required or proper to be performed, exist, and be done precedent to or in the authorization, issuance, and delivery of this Bond have been performed, existed, and been done in accordance with law; and that ad valorem taxes sufficient to provide for the payment of the interest on and principal of this Bond, as such interest comes due, and as such principal matures, have been levied and ordered to be levied against all taxable property in the County, and have been pledged for such payment.

BY BECOMING the Registered Owner of this Bond, the Registered Owner thereby acknowledges all of the terms and provisions of the Bond Order, agrees to be bound by such terms and provisions, acknowledges that the Bond Order is duly recorded and available for inspection in the official minutes and records of the governing body of the County, and agrees that the terms and provisions of this Bond and the Bond Order constitute a contract between each Registered Owner hereof and the County.

IN WITNESS WHEREOF, the County has caused this Bond to be signed with the manual or facsimile signature of the County Judge of the County and countersigned with the manual or facsimile signature of the County Clerk and County Treasurer and has caused the official seal of the County to be duly impressed, or placed in facsimile, on this Bond.

County Clerk	County Judge	
County Treasurer		
[COUNTY SEAL]		

FORM OF PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE

PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE

(To be executed if this Bond is not accompanied by an executed Registration Certificate of the Comptroller of Public Accounts of the State of Texas)

It is hereby certified that this Bond has been issued under the provisions of the Bond Order described in the text of this Bond; and that this Bond has been issued in replacement of, or in exchange for, a Bond, Bonds, or a portion of a Bond or Bonds of a Series which originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

Dated	BOKF, NA Paying Agent/Registrar
	By Authorized Representative
FOR	M OF ASSIGNMENT
	ASSIGNMENT
For value received, the undersigned her	reby sells, assigns and transfers unto
Please insert Social Security or Taxpay	er Identification Number of Transferee
Dlaces maint on transvenite name and add	was including zin anda of Tunnsforms
Please print or typewrite name and add	ress, including zip code, of Transferee
	under, and hereby irrevocably constitutes and appoints
	gistration thereof, with full power of substitution in the
Dated:	<u> </u>
Signature Guaranteed:	

NOTICE: Signature(s) must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company.

NOTICE: The signature above must correspond with the name of the Registered Owner as it appears upon the front of this Bond in every particular, without alteration or enlargement or any change whatsoever.

FORM OF REGISTRATION CERTIFICATE OF THE COMPTROLLER OF PUBLIC ACCOUNTS:

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO.

I hereby certify that this Bond has been examined, certified as to validity, and approved by the Attorney General of the State of Texas, and that this Bond has been registered by the Comptroller of Public Accounts of the State of Texas.

Witness my signature and seal this	·
	Comptroller of Public Accounts
	of the State of Texas

[COMPTROLLER'S SEAL]

INSERTIONS FOR THE INITIAL CURRENT INTEREST BOND

The Initial Bond for a Current Interest Bond shall be in the form set forth in this Section, except that;

A. immediately under the name of the Current Interest Bond, the headings "INTEREST RATE" and "MATURITY DATE" shall both be completed with the words "As shown below" and "CUSIP NO." shall be deleted.

B. the first paragraph shall be deleted and the following will be inserted:

"ON THE MATURITY DATE SPECIFIED BELOW, Williamson County, Texas (the "County"), being a political subdivision, hereby promises to pay to the Registered Owner specified above, or registered assigns (hereinafter called the "Registered Owner"), on February 15 in each of the years, in the principal installments and bearing interest at the per annum rates set forth in the following schedule:

*)	Amount	Rate
(Informa	tion from Pricing Certificate	e to be inserted)
The County promises to pay in	nterest on the unpaid princi	pal amount hereof (calculated on the
• • • • • • • • • • • • • • • • • • • •		* at the respective Interest
Rate per annum specified above	e. Interest is payable on	* and semiannually on
each* and	* thereafter to the	date of payment of the principal
nstallment specified above; exc	cept, that if this Bond is req	uired to be authenticated and the date
	`	er defined) but on or before the next
		cipal amount shall bear interest from
		however, that if on the date of
		if any, for which this Bond is being
C	± '	ll bear interest from the date to which
such interest has been paid in fu	411.	

Interest

Principal

Maturity Date

C. The Initial Bond for a Current Interest Bond shall be numbered "T-1" and the Initial Bond for a Premium Compound Interest Bond shall be numbered "TPC-1"

Section 6. TAX LEVY. A special Interest and Sinking Fund (the "Interest and Sinking Fund") is hereby created solely for the benefit of the Bonds, and the Interest and Sinking Fund shall be established and maintained by the County at an official depository bank of the County. The Interest and Sinking Fund shall be kept separate and apart from all other funds and accounts of the County and shall be used only for paying the interest on and principal of the Bonds. All ad valorem taxes levied and collected for and on account of the Bonds shall be deposited, as collected, to the credit of the Interest and Sinking Fund. During each year while any of the Bonds or interest thereon are outstanding and unpaid, the Commissioners Court of the County shall compute and ascertain a rate and amount of ad valorem tax which will be sufficient to raise and produce the money required to pay the interest on the Bonds as such interest comes due, and to provide and maintain a sinking fund adequate to pay the principal of the Bonds as such principal matures; and the tax shall be based on the latest approved tax rolls of the County, with full allowance being made for tax delinquencies and the cost of tax collection. The rate and amount of ad valorem tax is hereby levied, and is hereby ordered to be levied, against all taxable property in the County for each year while any of the Bonds or interest thereon are outstanding and unpaid; and the tax shall be assessed and collected each such year and deposited to the credit of the Interest and Sinking Fund. The ad valorem taxes sufficient to provide for the payment of the interest on and principal of the Bonds, as such interest comes due and such principal matures, are hereby pledged for such payment. Any accrued interest shall be deposited in the Interest and Sinking Fund.

Section 7. <u>DISPOSITION OF PROCEEDS.</u> Proceeds from the sale of the Bonds shall, promptly upon receipt thereof, be applied by the Pricing Officer as follows:

^{*}As provided in the Pricing Certificate. To the extent that the Pricing Certificate relating to the Bonds is inconsistent with any provisions in this Form of Bond or contains information to complete missing information in this Form of Bond, the language in the Pricing Certificate shall be used in the executed Bonds.

- (i) any underwriting discount or fees for the Bonds may be retained by and/or wired directly to such parties;
- (ii) any accrued interest shall be deposited into the Interest and Sinking Fund; and
- (iii) an amount sufficient to pay the remaining costs of issuance of the Bonds and the cost of the projects authorized in Section 1 of this Bond Order.

Any sale proceeds of the Bonds remaining after making all deposits and payments provided for above shall be deposited into the Interest and Sinking Account and applied to the payment of and interest on the Current Interest Bonds and Maturity Amounts in the case of Premium Compound Interest Bond.

<u>Accrued Interest and Premium</u>. Any accrued interest on the Bonds shall be deposited in the Interest and Sinking Fund. Any premium on the Bonds shall be deposited as provided in the Pricing Certificate.

<u>Interest Earnings</u>. Interest earnings derived from the investment of proceeds from the sale of the Bonds shall be used along with the Bond proceeds for the purpose for which the Bonds are issued as set forth in Section 1 hereof or to pay principal or interest payments on the Bonds; provided that after completion of such purpose, if any of such interest earnings remain on hand, such interest earnings shall be deposited in the Interest and Sinking Fund. It is further provided, however, that any interest earnings on bond proceeds which are required to be rebated to the United States of America pursuant to Section 11 hereof in order to prevent the Bonds from being arbitrage bonds shall be so rebated and not considered as interest earnings for the purposes of this Section.

<u>Investment of Funds</u>. The County hereby covenants that the proceeds of the sale of the Bonds will be used as soon as practicable for the purposes for which the Bonds are issued. Obligations purchased as an investment of money in any fund shall be deemed to be a part of such fund. Any money in any fund created by this Bond Order may be invested as permitted by the Public Funds Investment Act, as amended.

<u>Security for Funds</u>. All funds created by this Bond Order shall be secured in the manner and to the fullest extent required by law for the security of funds of the County.

Maintenance of Funds. Any funds created pursuant to this Bond Order, other than the Escrow Fund, may be created as separate funds or accounts or as subaccounts of the County's General Fund held by the County's depository, and, as such, not held in separate bank accounts, such treatment shall not constitute a commingling of the monies in such funds or of such funds and the County shall keep full and complete records indicating the monies and investments credited to each such fund.

<u>Perfection</u>. Chapter 1208, Texas Government Code, applies to the issuance of the Bonds and the pledge of the ad valorem taxes granted by the County under this Section, and is therefore

valid, effective, and perfected. If Texas law is amended at any time while the Bonds are outstanding and unpaid such that the pledge of the ad valorem taxes granted by the County under this Section is to be subject to the filing requirements of Chapter 9, Business and Commerce Code, then in order to preserve to the Owners of the Bonds the perfection of the security interest in said pledge, the County agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Business and Commerce Code and enable a filing to perfect the security interest in said pledge to occur.

<u>Appropriation of Available Funds</u>. There is hereby appropriated from funds of the County lawfully available for such purpose a sum sufficient to pay the interest and/or principal to become due on the Bonds prior to receipt of applicable tax receipts.

<u>DEFEASANCE OF BONDS.</u> (a) Any Bond and the interest thereon Section 8. shall be deemed to be paid, retired and no longer outstanding (a "Defeased Bond") within the meaning of this Bond Order, except to the extent provided in subsections (c) and (e) of this Section, when payment of the principal of such Bond, plus interest thereon to the due date or dates (whether such due date or dates be by reason of maturity, upon redemption, or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof (including the giving of any required notice of redemption) or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar or an eligible trust company or commercial bank for such payment (1) lawful money of the United States of America sufficient to make such payment, (2) Defeasance Securities, certified by an independent public accounting firm of national reputation to mature as to principal and interest in such amounts and at such times as will ensure the availability, without reinvestment, of sufficient money to provide for such payment and when proper arrangements have been made by the County with the Paying Agent/Registrar or commercial bank or trust company for the payment of its services until all Defeased Bonds shall have become due and payable or (3) any combination of (1) and (2). At such time as a Bond shall be deemed to be a Defeased Bond hereunder, as aforesaid, such Bond and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the ad valorem taxes herein levied as provided in this Bond Order, and such principal and interest shall be payable solely from such money or Defeasance Securities.

- (b) The deposit under clause (ii) of subsection (a) shall be deemed a payment of a Bond as aforesaid when proper notice of redemption of such Bonds shall have been given, in accordance with this Bond Order. Any money so deposited with the Paying Agent/Registrar or commercial bank or trust company as provided in this Section may at the discretion of the Commissioners Court also be invested in Defeasance Securities, maturing in the amounts and at the times as hereinbefore set forth, and all income from all Defeasance Securities in possession of the Paying Agent/Registrar or an eligible trust company or commercial bank pursuant to this Section which is not required for the payment of such Bond and premium, if any, and interest thereon with respect to which such money has been so deposited, shall be turned over to the Commissioners Court.
- (c) Notwithstanding any provision of any other Section of this Bond Order which may be contrary to the provisions of this Section, all money or Defeasance Securities set aside and held

in trust pursuant to the provisions of this Section for the payment of principal of the Bonds and premium, if any, and interest thereon, shall be applied to and used solely for the payment of the particular Bonds and premium, if any, and interest thereon, with respect to which such money or Defeasance Securities have been so set aside in trust. Until all Defeased Bonds shall have become due and payable, the Paying Agent/Registrar shall perform the services of Paying Agent/Registrar for such Defeased Bonds the same as if they had not been defeased, and the County shall make proper arrangements to provide and pay for such services as required by this Bond Order.

- (d) Notwithstanding anything elsewhere in this Bond Order, if money or Defeasance Securities have been deposited or set aside with the Paying Agent/Registrar or an eligible trust company or commercial bank pursuant to this Section for the payment of Bonds and such Bonds shall not have in fact been actually paid in full, no amendment of the provisions of this Section shall be made without the consent of the registered owner of each Bond affected thereby.
- (e) Notwithstanding the provisions of subsection (a) immediately above, to the extent that, upon the defeasance of any Defeased Bond to be paid at its maturity, the County retains the right under Texas law to later call that Defeased Bond for redemption in accordance with the provisions of the Bond Order authorizing its issuance, the County may call such Defeased Bond for redemption upon complying with the provisions of Texas law and upon the satisfaction of the provisions of subsection (a) immediately above with respect to such Defeased Bond as though it was being defeased at the time of the exercise of the option to redeem the Defeased Bond and the effect of the redemption is taken into account in determining the sufficiency of the provisions made for the payment of the Defeased Bond.

Section 9. DAMAGED, MUTILATED, LOST, STOLEN, OR DESTROYED BONDS. (a) Replacement Bonds. In the event any outstanding Bond is damaged, mutilated, lost, stolen, or destroyed, the Paying Agent/Registrar shall cause to be printed, executed, and delivered, a new Bond of the same principal amount, maturity, and interest rate, as the damaged, mutilated, lost, stolen, or destroyed Bond, in replacement for such Bond in the manner hereinafter provided.

- (b) Application for Replacement Bonds. Application for replacement of damaged, mutilated, lost, stolen, or destroyed Bonds shall be made by the Registered Owner thereof to the Paying Agent/Registrar. In every case of loss, theft, or destruction of a Bond, the Registered Owner applying for a replacement bond shall furnish to the County and to the Paying Agent/Registrar such security or indemnity as may be required by them to save each of them harmless from any loss or damage with respect thereto. Also, in every case of loss, theft, or destruction of a Bond, the Registered Owner shall furnish to the County and to the Paying Agent/Registrar evidence to their satisfaction of the loss, theft, or destruction of such Bond, as the case may be. In every case of damage or mutilation of a Bond, the Registered Owner shall surrender to the Paying Agent/Registrar for cancellation the Bond so damaged or mutilated.
- (c) <u>No Default Occurred</u>. Notwithstanding the foregoing provisions of this Section, in the event any such Bond shall have matured, and no default has occurred which is then continuing in the payment of the principal of, redemption premium, if any, or interest on the

Bond, the County may authorize the payment of the same (without surrender thereof except in the case of a damaged or mutilated Bond) instead of issuing a replacement Bond, provided security or indemnity is furnished as above provided in this Section.

- (d) Charge for Issuing Replacement Bonds. Prior to the issuance of any replacement Bond, the Paying Agent/Registrar shall charge the Registered Owner of such Bond with all legal, printing, and other expenses in connection therewith. Every replacement Bond issued pursuant to the provisions of this Section by virtue of the fact that any Bond is lost, stolen, or destroyed shall constitute a contractual obligation of the County whether or not the lost, stolen, or destroyed Bond shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits of this Bond Order equally and proportionately with any and all other Bonds duly issued under this Bond Order.
- (e) <u>Authority for Issuing Replacement Bonds</u>. In accordance with Subchapter D of Texas Government Code, Chapter 1201, this Section 9 shall constitute authority for the issuance of any such replacement Bond without necessity of further action by the governing body of the County or any other body or person, and the duty of the replacement of such Bonds is hereby authorized and imposed upon the Paying Agent/Registrar, and the Paying Agent/Registrar shall authenticate and deliver such Bonds in the form and manner and with the effect, as provided in Section 4(a) of this Bond Order for Bonds issued in conversion and exchange for other Bonds.
- CUSTODY, APPROVAL, AND REGISTRATION OF BONDS; Section 10. BOND COUNSEL'S OPINION; CUSIP NUMBERS AND CONTINGENT INSURANCE **PROVISION, IF OBTAINED.** The County Judge is hereby authorized to have control of the Bonds initially issued and delivered hereunder and all necessary records and proceedings pertaining to the Bonds pending their delivery and their investigation, examination, and approval by the Attorney General of the State of Texas, and their registration by the Comptroller of Public Accounts of the State of Texas. Upon registration of the Bonds the Comptroller of Public Accounts (or a deputy designated in writing to act for the Comptroller) shall manually sign the Comptroller's Registration Certificate attached to such Bonds, and the seal of the Comptroller shall be impressed, or placed in facsimile, on such Certificate. The approving legal opinion of the County's Bond Counsel and the assigned CUSIP numbers may, at the option of the County, be printed on the Bonds issued and delivered under this Bond Order, but neither shall have any legal effect, and shall be solely for the convenience and information of the Registered Owners of the Bonds. In addition, if bond insurance or other credit enhancement is obtained, the Bonds may bear an appropriate legend.
- Section 11. COVENANTS REGARDING TAX EXEMPTION OF INTEREST ON THE BONDS. (a) Covenants. The County covenants to take any action necessary to assure, or refrain from any action which would adversely affect, the treatment of the Bonds as obligations described in section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, the County covenants as follows:
 - (1) to take any action to assure that no more than 10 percent of the proceeds of the Bonds or the projects financed or refinanced therewith (less amounts deposited to a

reserve fund, if any) are used for any "private business use," as defined in section 141(b)(6) of the Code or, if more than 10 percent of the proceeds of the Bonds or the projects financed therewith are so used, such amounts, whether or not received by the County, with respect to such private business use, do not, under the terms of this Bond Order or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10 percent of the debt service on the Bonds, in contravention of section 141(b)(2) of the Code;

- (2) to take any action to assure that in the event that the "private business use" described in subsection (1) hereof exceeds 5 percent of the proceeds of the Bonds or the projects financed or refinanced therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of 5 percent is used for a "private business use" which is "related" and not "disproportionate," within the meaning of section 141(b)(3) of the Code, to the governmental use;
- (3) to take any action to assure that no amount which is greater than the lesser of \$5,000,000, or 5 percent of the proceeds of the Bonds (less amounts deposited into a reserve fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the Code;
- (4) to refrain from taking any action which would otherwise result in the Bonds being treated as "private activity bonds" within the meaning of section 141(b) of the Code;
- (5) to refrain from taking any action that would result in the Bonds being "federally guaranteed" within the meaning of section 149(b) of the Code;
- (6) to refrain from using any portion of the proceeds of the Bonds, directly or indirectly, to acquire or to replace funds which were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the Code) which produces a materially higher yield over the term of the Bonds, other than investment property acquired with
 - (A) proceeds of the Bonds invested for a reasonable temporary period of 3 years or less or, in the case of a refunding bond, for a period of 90 days or less until such proceeds are needed for the purpose for which the bonds are issued,
 - (B) amounts invested in a bona fide debt service fund, within the meaning of section 1.148-1(b) of the Treasury Regulations, and
 - (C) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed 10 percent of the proceeds of the Bonds;
- (7) to otherwise restrict the use of the proceeds of the Bonds or amounts treated as proceeds of the Bonds, as may be necessary, so that the Bonds do not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage)

- (8) to refrain from using the proceeds of the Bonds or proceeds of any prior bonds to pay debt service on another issue more than 90 days after the date of issue of the Bonds in contravention of the requirements of section 149(d) of the Code (relating to advance refundings); and
- (9) to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the Bonds) an amount that is at least equal to 90 percent of the "Excess Earnings," within the meaning of section 148(f) of the Code and to pay to the United States of America, not later than 60 days after the Bonds have been paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code.
- (b) <u>Rebate Fund</u>. In order to facilitate compliance with the above covenant (8), a "Rebate Fund" is hereby established by the County for the sole benefit of the United States of America, and such fund shall not be subject to the claim of any other person, including without limitation the bondholders. The Rebate Fund is established for the additional purpose of compliance with section 148 of the Code.
- (c) <u>Proceeds</u>. The County understands that the term "proceeds" includes "disposition proceeds" as defined in the Treasury Regulations and, in the case of refunding bonds, transferred proceeds (if any) and proceeds of the refunded bonds expended prior to the date of issuance of the Bonds. It is the understanding of the County that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated which modify or expand provisions of the Code, as applicable to the Bonds, the County will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Bonds under section 103 of the Code. In furtherance of such intention, the County hereby authorizes and directs the County Auditor to execute any documents, certificates or reports required by the Code and to make such elections, on behalf of the County, which may be permitted by the Code as are consistent with the purpose for the issuance of the Bonds. This Bond Order is intended to satisfy the official intent requirements set forth in Section 1.150-2 of the Treasury Regulations.
- (d) <u>Disposition of Project</u>. The County covenants that the property constituting the Project will not be sold or otherwise disposed in a transaction resulting in the receipt by the County of cash or other compensation, unless the County obtains an opinion of nationally recognized bond counsel that such sale or other disposition will not adversely affect the tax-exempt status of the Bonds. For purposes of the foregoing, the portion of the property comprising personal property and disposed in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes hereof, the County shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

- (e) Allocation Of, and Limitation On, Expenditures for Project. The County covenants to account for the expenditure of sale proceeds and investment earnings to be used for the purposes described in Section 1 of this Bond Order on its books and records by allocating proceeds to expenditures within 18 months of the later of the date that (i) the expenditure is made, or (ii) the purposes for which the Bonds are issued have been accomplished. The foregoing notwithstanding, the County shall not expend sale proceeds or investment earnings thereon more than 60 days after the earlier of (i) the fifth anniversary of the delivery of the Bonds, or (ii) the date the Bonds are retired, unless the County obtains an opinion of nationally recognized bond counsel that such expenditure will not adversely affect the tax-exempt status of the Bonds. For purposes hereof, the County shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.
- **Section 12. REMEDIES IN EVENT OF DEFAULT**. In addition to all of the rights and remedies provided by the laws of the State of Texas, the County covenants and agrees that in the event of default in payment of principal or interest on any of the Bonds when due, or defaults in the observance or performance of any other of the contracts, covenants, conditions or obligations set forth in this Bond Order or in the Bonds, the following remedies shall be available:
 - (a) the Registered Owners shall be entitled to a writ of mandamus issued by a court of competent jurisdiction compelling and requiring the County and officials thereof to observe and perform the contracts, covenants, obligations or conditions prescribed in this Bond Order; and
 - (b) any delay or omission to exercise any right or power accruing upon any default shall not impair any such right or power nor be construed to be a waiver of any such default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient.
- **Section 13.** APPROVAL OF OFFICIAL STATEMENT. The Pricing Officer is hereby authorized to approve and deem final the Preliminary Official Statement, the Official Statement relating to the Bonds and any addenda, supplement or amendment thereto, and to deem such documents final in accordance with Rule 15c2-12. The County further approves the distribution of such Official Statement in the reoffering of the Bonds, with such changes therein or additions thereto as the Pricing Officer executing the same may deem advisable, such determination to be conclusively evidenced by his execution thereof.
- Section 14. <u>APPROVAL OF PAYING AGENT/REGISTRAR AGREEMENT</u>. One or more Paying Agent/Registrar Agreements by and between the County and BOKF, NA, ("Paying Agent Agreement") in substantially the form and substance previously approved by the County is hereby approved and the Pricing Officer is hereby authorized and directed to complete, amend, modify and execute the Paying Agent Agreement, as necessary.
- **Section 15.** <u>CONTINUING DISCLOSURE UNDERTAKING.</u> (a) <u>Definitions.</u> As used in this Section, the following terms have the meanings ascribed to such terms below:

"Financial Obligation" means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that "financial obligation" shall not include municipal securities (as defined in the Securities Exchange Act of 1934, as amended) as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

"MSRB" means the Municipal Securities Rulemaking Board.

"Rule" means SEC Rule 15c2-12, as amended from time to time.

"SEC" means the United States Securities and Exchange Commission.

(b) Annual Reports. The County shall provide annually to the MSRB, (1) within six months after the end of each fiscal year of the County ending in or after 2022, financial information and operating data with respect to the County of the general type included in the final Official Statement authorized by Section 14 of this Bond Order, being information of the type described in the Pricing Certificate, including financial statements of the County if audited financial statements of the County are then available, and (2) if not provided as part of such financial information and operating data, audited financial statements of the County, when and if available. Any financial statements to be provided shall be (i) prepared in accordance with the accounting principles described in Exhibit "A" hereto, or such other accounting principles as the County may be required to employ from time to time pursuant to state law or regulation, and in substantially the form included in the official statement, and (ii) audited, if the County commissions an audit of such financial statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within 12 months after any such fiscal year end, then the County shall file unaudited financial statements within such 12-month period and audited financial statements for the applicable fiscal year, when and if the audit report on such statements becomes available.

If the County changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the County otherwise would be required to provide financial information and operating data pursuant to this Section.

- (c) <u>Event Notices</u>. The County shall notify the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner not in excess of ten business days after the occurrence of the event, of any of the following events with respect to the Bonds:
 - 1. Principal and interest payment delinquencies;
 - 2. Non-payment related defaults, if material;
 - 3. Unscheduled draws on debt service reserves reflecting financial difficulties;
 - 4. Unscheduled draws on credit enhancements reflecting financial difficulties;

- 5. Substitution of credit or liquidity providers, or their failure to perform;
- 6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701–TEB) or other material notices or determinations with respect to the tax-exempt status of the Bonds, or other material events affecting the tax-exempt status of the Bonds
- 7. Modifications to rights of holders of the Bonds, if material;
- 8. Bond calls, if material, and tender;
- 9. Defeasances:
- 10. Release, substitution, or sale of property securing repayment of the Bonds, if material;
- 11. Rating changes;
- 12. Bankruptcy, insolvency, receivership or similar event of the County;
- 13. The consummation of a merger, consolidation, or acquisition involving the County or the sale of all or substantially all of the assets of the County, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and
- 14. Appointment of a successor or additional trustee or the change of name of a trustee, if material.
- 15. Incurrence of a Financial Obligation of the County, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the County any of which affect security holders, if material; and
- 16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the County, any of which reflect financial difficulties.

For these purposes, (a) any event described in the immediately preceding paragraph (12) is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the County in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the County, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers of the County in possession but subject to the supervision and orders of a court or governmental

authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or government authority having supervision or jurisdiction over substantially all of the assets or business of the County, and (b) the County intends the words used in the immediately preceding paragraphs (15) and (16) and the definition of Financial Obligation in this Section to have the meanings ascribed to them in SEC Release No. 34-83885, dated August 20, 2018.

The County shall file notice with the MSRB, in a timely manner, of any failure by the County to provide financial information or operating data in accordance with subsection (b) of this Section by the timer required by such subsection.

(d) <u>Limitations, Disclaimers, and Amendments</u>. The County shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the County remains an "obligated person" with respect to the Bonds within the meaning of the Rule, except that the County in any event will give notice of any deposit made in accordance with Section 8 of this Bond Order that causes the Bonds no longer to be outstanding.

The provisions of this Section are for the sole benefit of the holders and beneficial owners of the Bonds, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The County undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the City's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The County does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

UNDER NO CIRCUMSTANCES SHALL THE COUNTY BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY CERTIFICATE OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE COUNTY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

No default by the County in observing or performing its obligations under this Section shall comprise a breach of or default under this Bond Order for purposes of any other provision of this Bond Order.

Should the Rule be amended to obligate the County to make filings with or provide notices to entities other than the MSRB, the County hereby agrees to undertake such obligation with respect to the Bonds in accordance with the Rule as amended.

Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the County under federal and state securities laws.

The provisions of this Section may be amended by the County from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the County, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule since such offering as well as such changed circumstances and (2) either (a) the holders of a majority in aggregate principal amount (or any greater amount required by any other provision of this Bond Order that authorizes such an amendment) of the outstanding Bonds consents to such amendment or (b) a person that is unaffiliated with the County (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interest of the holders and beneficial owners of the Bonds. If the County so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with subsection (b) of this Section an explanation, in narrative form, of the reason for the amendment and of the impact of any change in the type of financial information or operating data so provided. The County may also amend or repeal the provisions of this continuing disclosure agreement if the SEC amends or repeals the applicable provision of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but only if and to the extent that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or selling Bonds in the primary offering of the Bonds.

(e) <u>Format, Identifying Information, and Incorporation by Reference</u>. All financial information, operating data, financial statements, and notices required by this Section to be provided to the MSRB shall be provided in an electronic format and be accompanied by identifying information prescribed by the MSRB.

Financial information and operating data to be provided pursuant to subsection (b) of this Section may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document) available to the public on the MSRB's Internet Web site or filed with the SEC.

- **Section 16.** <u>AMENDMENT OF BOND ORDER</u>. The County hereby reserves the right to amend this Bond Order subject to the following terms and conditions, to-wit:
- (a) The County may from time to time, without the consent of any holder, except as otherwise required by paragraph (b) below, amend or supplement this Bond Order in order to (i) cure any ambiguity, defect or omission in this Bond Order that does not materially adversely affect the interests of the holders, (ii) grant additional rights or security for the benefit of the holders, (iii) add events of default as shall not be inconsistent with the provisions of this Bond Order and that shall not materially adversely affect the interests of the holders, (iv) qualify this Bond Order under the Trust Indenture Act of 1939, as amended, or corresponding provisions of federal laws from time to time in effect, or (v) make such other provisions in regard to matters or questions arising under this Bond Order as shall not be inconsistent with the provisions of this

Bond Order and that shall not in the opinion of the County's Bond Counsel materially adversely affect the interests of the holders.

- (b) Except as provided in paragraph (a) above, the holders of Bonds aggregating in principal amount 51% of the aggregate principal amount of then Outstanding Bonds that are the subject of a proposed amendment shall have the right from time to time to approve any amendment hereto that may be deemed necessary or desirable by the County; provided, however, that without the consent of 100% of the holders in aggregate principal amount of the then Outstanding Bonds, nothing herein contained shall permit or be construed to permit amendment of the terms and conditions of this Bond Order or in any of the Bonds so as to:
 - (1) Make any change in the maturity of any of the Outstanding Bonds;
 - (2) Reduce the rate of interest borne by any of the Outstanding Bonds;
 - (3) Reduce the amount of the principal of, or redemption premium, if any, payable on any Outstanding Bonds;
 - (4) Modify the terms of payment of principal or of interest or redemption premium on Outstanding Bonds or any of them or impose any condition with respect to such payment; or
 - (5) Change the minimum percentage of the principal amount of any series of Bonds necessary for consent to such amendment.
- (c) If at any time the County shall desire to amend this Bond Order under this Section, the County shall send by U.S. mail to each registered owner of the affected Bonds a copy of the proposed amendment and cause notice of the proposed amendment to be published at least once in a financial publication published in The City of New York, New York or in the State of Texas. Such published notice shall briefly set forth the nature of the proposed amendment and shall state that a copy thereof is on file at the office of the County for inspection by all holders of such Bonds.
- (d) Whenever at any time within one year from the date of publication of such notice the County shall receive an instrument or instruments executed by the holders of at least 51% in aggregate principal amount of all of the Bonds then Outstanding that are required for the amendment, which instrument or instruments shall refer to the proposed amendment and that shall specifically consent to and approve such amendment, the County may adopt the amendment in substantially the same form.
- (e) Upon the adoption of any amendatory order pursuant to the provisions of this Section, this Bond Order shall be deemed to be modified and amended in accordance with such amendatory order, and the respective rights, duties, and obligations of the County and all holders of such affected Bonds shall thereafter be determined, exercised, and enforced, subject in all respects to such amendment.

(f) Any consent given by the holder of a Bond pursuant to the provisions of this Section shall be irrevocable for a period of six months from the date of the publication of the notice provided for in this Section and shall be conclusive and binding upon all future holders of the same Bond during such period. Such consent may be revoked at any time after six months from the date of the publication of said notice by the holder who gave such consent, or by a successor in title, by filing notice with the County, but such revocation shall not be effective if the holders of 51% in aggregate principal amount of the affected Bonds then Outstanding have, prior to the attempted revocation, consented to and approved the amendment.

Section 17. NO RECOURSE AGAINST COUNTY OFFICIALS. No recourse shall be had for the payment of principal of or interest on the Bonds or for any claim based thereon or on this Bond Order against any official of the County or any person executing any Bonds.

Section 18. FURTHER ACTIONS. The officers and employees of the County are hereby authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and under the corporate seal and on behalf of the County all such instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Bond Order, the Bonds, the initial sale and delivery of the Bonds, the Paying Agent/Registrar Agreement, the Bond Purchase Agreement, the Escrow Agreement and the Official Statement. In addition, prior to the initial delivery of the Bonds, the County Judge, the County Clerk, the County Treasurer, the Financial Advisor, the County Attorney, and Bond Counsel are hereby authorized and directed to approve any changes or corrections to this Bond Order or to any of the instruments authorized and approved by this Bond Order necessary in order to (i) correct any ambiguity or mistake or properly or more completely document the transactions contemplated and approved by this Bond Order and as described in the Official Statement or (ii) obtain the approval of the Bonds by the Texas Attorney General's office.

In case any officer of the County whose signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

Section 19. NONPRESENTMENT OF BONDS. If any Bond shall not be presented for payment when the principal thereof becomes due, either at maturity or otherwise, or if the Maturity Amounts of Premium Compound Interest Bond become due, if moneys sufficient to pay such Bond shall have been deposited with the Paying Agent/Registrar, it shall be the duty of the Paying Agent/Registrar to hold such moneys, without liability to the County, any Owner, or any other person for interest thereon, for the benefit of the Owner of such Bond.

Any moneys so deposited with and held by the Paying Agent/Registrar due to nonpresentment of Bonds must be retained by the Paying Agent/Registrar for a period of at least two years after the final maturity date of the Bonds or advance refunding date, if applicable. Thereafter, to the extent permitted by the unclaimed property laws of the State, such amounts shall be paid by the Paying Agent/Registrar to the County, free from the trusts created by this

Bond Order and Owners shall be entitled to look only to the County for payment, and then only to the extent of the amount so repaid by the Paying Agent/Registrar.

Section 20. EFFECT OF SATURDAYS, SUNDAYS, AND LEGAL HOLIDAYS. Whenever this Bond Order requires any action to be taken on a Saturday, Sunday, or legal holiday, such action shall be taken on the first business day occurring thereafter. Whenever in this Bond Order the time within which any action is required to be taken or within which any right will lapse or expire shall terminate on a Saturday, Sunday, or legal holiday, such time shall continue to run until midnight on the next succeeding business day.

- **Section 21. PARTIAL INVALIDITY.** If any one or more of the covenants or agreements or portions thereof provided in this Bond Order on the part of the County should be determined by a court of competent jurisdiction to be contrary to law, then such covenant or covenants, or such agreement or agreements, or such portions thereof, shall be deemed severable from the remaining covenants and agreements or portions thereof provided in this Bond Order and the invalidity thereof shall in no way affect the validity of the other provisions of this Bond Order or of the Bonds, but the Owners of the Bonds shall retain all the rights and benefits accorded to them hereunder and under any applicable provisions of law.
- Section 22. BOND INSURANCE. (a) Purchase of Insurance. In connection with the sale of the Bonds, the County may obtain municipal bond insurance policies from one or more Bond Insurers to guarantee the full and complete payment required to be made by or on behalf of the County on some or all of the Bonds as determined by the Pricing Officer. The Pricing Officer is hereby authorized to sign a commitment letter with a Bond Insurer and to pay the premium for the bond insurance policies at the time of the delivery of the Bonds out of the proceeds of sale of the Bonds or from other available funds and to execute such other documents and certificates as necessary in connection with the bond insurance policies as he or she may deem appropriate. Printing on Bonds covered by the bond insurance policies a statement describing such insurance, in form and substance satisfactory to a Bond Insurer and the Pricing Officer, is hereby approved and authorized. The Pricing Certificate may contain provisions related to the bond insurance policies, including payment provisions thereunder, and the rights of a Bond Insurer, and any such provisions shall be read and interpreted as an integral part of this Bond Order.
- (b) <u>Rights of Bond Insurer(s)</u>. As long as a Bond Insurer is not in default on the related bond insurance policy for the Bonds or in bankruptcy, the Bond Insurer shall be deemed to be the sole Owner of such Bonds insured by it for all purposes of this Bond Order.
- **Section 23. CREDIT AGREEMENT.** To the extent permitted by law, the County reserves the right to enter into Credit Agreements in connection with the Bonds, upon the written opinion of the County Auditor that such Credit Agreements are in the best interest of the County given the market conditions at the time.
- **Section 24.** <u>INTERPRETATIONS</u>. All terms defined herein and all pronouns used in this Bond Order shall be deemed to apply equally to singular and plural and to all genders. The titles and headings of the articles and sections of this Bond Order have been inserted for

convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof. This Bond Order and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to sustain the validity of the Bonds and the validity of the lien on and pledge to secure the payment of the Bonds.

- **Section 25.** <u>INCONSISTENT PROVISIONS</u>. All orders or resolutions, or parts thereof, which are in conflict or inconsistent with any provisions of this Bond Order are hereby repealed to the extent of such conflict and the provisions of this Bond Order shall be and remain controlling as to the matters contained herein.
- **Section 26. INTERESTED PARTIES.** Nothing in this Bond Order expressed or implied is intended or shall be construed to confer upon, or to give to, any person or entity, other than the County and the registered owners of the Bonds, any right, remedy or claim under or by reason of this Bond Order or any covenant, condition or stipulation hereof, and all covenants, stipulations, promises and agreements in this Bond Order contained by and on behalf of the County shall be for the sole and exclusive benefit of the County and the registered owners of the Bonds.
- **Section 27. SEVERABILITY**. The provisions of this Bond Order are severable; and in case any one or more of the provisions of this Bond Order or the application thereof to any person or circumstance should be held to be invalid, unconstitutional, or ineffective as to any person or circumstance, the remainder of this Bond Order nevertheless shall be valid, and the application of any such invalid provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby.
- **Section 28.** <u>REPEALER</u>. All orders and resolutions, or parts thereof, inconsistent herewith are hereby repealed to the extent of such inconsistency.
- Section 29. NO PERSONAL LIABILITY. No covenant or agreement contained in the Bonds, this Bond Order or any corollary instrument shall be deemed to be the covenant or agreement of any member of the Commissioners Court or any officer, agent, employee or representative of the County in his individual capacity, and neither the Commissioners Court, directors, members, officers, agents, employees or representatives of the County nor any person executing the Bonds shall be personally liable thereon or be subject to any personal liability for damages or otherwise or accountability by reason of the issuance thereof, or any actions taken or duties performed in relation to the issuance of the Bonds, whether by virtue of any constitution, statute or rule of law, or by the enforcement of any assessment or penalty, or otherwise, all such liability being expressly released and waived as a condition of and in consideration for the issuance of the Bonds.
- **Section 30. PAYMENT OF ATTORNEY GENERAL FEE**. The County hereby authorizes the disbursement of a fee equal to the lesser of (i) one-tenth of one percent of the principal amount of the Bonds or (ii) \$9,500, per Series provided that such fee shall not be less than \$750, to the Attorney General of Texas Public Finance Division for payment of the examination fee charged by the State of Texas for the Attorney General's review and approval of

public securities and credit agreements, as required by Section 1202.004 of the Texas Government Code. The appropriate member of the County's staff is hereby instructed to take the necessary measures to make this payment. The County is also authorized to reimburse the appropriate County funds for such payment from proceeds of the Bonds.

EXHIBIT A

DESCRIPTION OF ANNUAL FINANCIAL INFORMATION

Accounting Principles

The accounting principles of the County relating to funds and account groups will conform to generally accepted accounting principles (GAAP) as applied to governmental entities.

Meeting Date: 05/17/2022

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 332
 - 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 Bud Stockton Extension.
 - g) Discuss the acquisition of real property for CR 305/307.
 - 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.
- i) Discuss the acquisition of real property for Corridor H
- k) Discuss the acquisition of real property for future SH 29 corridor.
- I) Discuss the acquisition of right-of-way for Hero Way.
- 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.
 - v) Discuss acquisition of right of way for County Road 245.
 - w) Discuss acquisition of right of way for CR 401/404.
 - x) Discuss acquisition of right of way for Liberty Hill Bypass.

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

48.

- 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 05/12/2022 11:22 AM
Form Started By: Charlie Crossfield Started On: 05/11/2022 03:20 PM

Final Approval Date: 05/12/2022

Commissioners Court - Regular Session

Meeting Date: 05/17/2022

Economic Development

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

Department: Road Bond

Agenda Category: Executive Session

Information

49.

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
- h) Project Crystal Lagoon
- i) Project Phantom
- j) Project World

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 05/12/2022 11:24 AM

Form Started By: Charlie Crossfield Started On: 05/11/2022 03:25 PM

Final Approval Date: 05/12/2022

Commissioners Court - Regular Session

Meeting Date: 05/17/2022

Wilco v DOI/USFW (Georgetown and Salado salamander)

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

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

53.

Agenda Item

Discuss, consider, and take appropriate action regarding filing a notice of intent to sue the Department of the Interior, U.S. Fish and Wildlife Service, and other necessary parties in connection with the U.S. Fish and Wildlife Service's Final Rule Designating Critical Habitat for the Georgetown and Salado Salamanders, 86 Fed. Reg. 46,536 (Aug. 18, 2021).

Background

Fiscal Impact

	A 4 N	Decembration	Amarint
From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Becky Pruitt 05/12/2022 11:25 AM

Form Started By: Charlie Crossfield Started On: 05/12/2022 10:19 AM Final Approval Date: 05/12/2022