

NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONERS COURT
October 11, 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 – 19)

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0409.001100	Non-Departmental F/T Salaries	\$13,968.08
From	0100.0409.002010	Non-Departmental FICA	\$1,068.56
From	0100.0409.002020	Non-Departmental Retirement	\$2,260.04
To	0100.0477.001100	Magistrate Office F/T Salaries	\$13,968.08
To	0100.0477.002010	Magistrate Office FICA	\$1,068.56
To	0100.0477.002020	Magistrate Office Retirement	\$2,260.04

4. Discuss, consider and take appropriate action on a line item transfer for the Commissioner Precinct #4 Office.

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM	0100-0409-004998	Non Dept/Contingencies	\$4,306.00
TO	0100-0214-001107	Comm Pct4/Temp Labor	\$4,000.00
TO	0100-0214-002010	Comm Pct4/FICA	\$306.00

5. Discuss, consider and take appropriate action on a line item transfer for Constable Pct. 1.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0551.003003	CONST#1 Radio Eq.	\$444.06
From	0100.0551.003311	CONST#1 Uniforms	\$444.06
From	0100.0551.003900	CONST#1 Memb. Dues	\$444.06
To	0100.0551.001114	CONST#1 Certifications	\$1,080.00

To	0100.0551.002010	CONST#1 FICA	\$82.62
To	0100.0551.002020	CONST#1 Retirement	\$169.56

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0509.004509	Facility Enhancements	\$22,634.34
To	0100.0509.003005	Furniture	\$22,634.34

7. Discuss, consider and take appropriate action to approve waiving Penalty and Interest to customers as requested by the Tax Assessor/Collector's Office.
8. Discuss, consider, and take appropriate action to approve Justice of the Peace, Pct. 3, September 2022 Monthly Report in compliance with Code of Criminal Procedure § 103.005.
9. Acknowledge and enter into the official minutes the hiring of employees from newly Appointed Officials of Williamson County.
10. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed proposals for Electronic Payment Processing for Williamson County Treasurer under RFP #22RFP150.
11. Discuss, consider, and take appropriate action on approving the Change Order from Data Projections, Inc. for the Williamson County New AG Court Room furniture for a decrease of (\$7,267.94), pursuant to TIPS contract #210101, and authorizing the execution of the Change Order. Funding Source is P515.
12. Discuss, consider and take appropriate action on approving the services contract #202318 between Williamson County and Randal's Tower Tech, Inc. to provide tower climbers for as-needed repair/maintenance services to support the operations of Williamson County Wireless Communications, in the not-to-exceed amount of \$25,000.00, and authorizing execution of the contract.
13. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed proposals for the Commercial Lease of 1401 US Hwy 183, Leander, TX, under RFP #23RFP2.
14. Discuss, consider, and take appropriate action on approving the quote between Williamson County and Cellebrite, Inc. for training for the total amount of \$3,850.00, and authorizing the execution of the quote.
15. Discuss, consider, and take appropriate action on approving the Addendum between Williamson County and McKesson Medical-Surgical for the purchase of medical equipment for the total amount of \$3,078.97, and authorize the execution of the addendum.
16. Discuss, consider and take appropriate action on the First Amended and Restated Contract for General Construction between Williamson County and J.T. Vaughn Construction, LLC for the Jail Magistrate Court, Elevator Addition and Chiller Addition (P540) that said firm is providing pursuant to the original Agreement for General Construction dated effectively on August 31, 2021.
17. Discuss, consider and take appropriate action on approving the Services Contract #202321 between Williamson County and ADT Commercial LLC to provide Security Alarm Monitoring Services to multiple buildings in the not-to-exceed amount of \$15,000 per fiscal year for a 3-year term utilizing the cooperative contract with Omnia Partners #R220701 and authorizing execution of the agreement.
18. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids under IFB #23IFB1 Metal Beam Guard Fence (MBGF) In Place for Road and Bridge Department.
19. Discuss, consider and take appropriate action on approval of the preliminary plat for the Overlook at Weir subdivision – Precinct 4.

REGULAR AGENDA

20. Discuss, consider and take appropriate action to approve the Official Oath of Office for the newly Appointed Officials of Williamson County, Texas.
21. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional revenues for the County Attorney's Office.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.335601	Co Atty Salary Supplement	\$84,000.00

22. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge expenditures for the County Attorney's Office.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0475.001927	Co Atty Legislative Supplement	\$48,502.51
	0100.0475.002010	FICA	\$3,710.44
	0100.0475.002020	TCDRS	\$7,599.37
	0100.0475.004902	Co Atty Legislative Supplement	\$24,187.68

23. Discuss, consider and take appropriate action to approve a subrecipient grant agreement between Williamson County and City of Bartlett for the Clark Street Lift Station Project serving the community for reimbursement under The American Rescue Plan Act (ARPA).
24. Discuss, consider and take appropriate action on approving the purchase of Teammate Analytics annual software maintenance contract #202323 in the amount of \$18,481.20, and exempting Wolters Kluwer Financial Services, Inc. from competitive bidding requirements per Texas Local Government Code 262.024(a)(7)(D) captive replacement parts or components for equipment.
25. Discuss, consider and take appropriate action for approving the termination of the 2022-2023 Texas Veterans Court Grant from the Texas Veterans Commission Fund for Veterans Assistance and Williamson County.
26. Discuss, consider and take appropriate action on a request to apply for grant funding through the Texas Veterans Commission for support of the Williamson County Veterans Treatment Court.
27. Discuss, consider, and take appropriate action on FY23 Transformative Justice Program Grant Resolution.
28. Discuss, consider and take appropriate action on approving a blanket purchase order for fuel to Fuelman Fuel Cards in the amount of \$190,000.00 pursuant to Omnia Partners contract #R211101 valid through 12/31/2024, and authorizing the approval of the purchase.
29. Discuss, consider, and take appropriate action on awarding RFQ #22RFSQ128 Engineering Services - Schematics and Design of CR 255/CR 289 from CR 254 to Ronald Reagan Blvd. to Seiler Lankes Group in the amount of up to \$400,000.00 and authorize execution of the agreement. Funding Source is P546.
30. 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 22IFB139 - FM 3349 at US 79, a Road Bond program in Commissioner Pct. 4 Project: P332 Funding Source: Road Bond.
31. 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 22IFB141- CR 258 Extension, a Road Bond program in Commissioner Pct. 2 Project: P277 Funding Source: Road Bond.

32. Discuss and take appropriate action on a real estate contract with Starlight Homes Texas L.L.C. for 2.917 acres of ROW needed on Southeast Loop Segment 2. (Parcel 27 part 2) Funding Source: TANS P588
33. Discuss and take appropriate action on a real estate contract with GP Liberty Hill, LLC for 1.063 acres of ROW needed on Hero Way (Parcel 304). Funding Source: Road Bonds P326

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)."

34. 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.
 - l) 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.

35. Discussion regarding economic development negotiations pursuant to Texas Government Code, Section 551.087: Business prospect(s) that may locate or expand within Williamson County.
- Project Red Hot Chili Pepper
 - Project Flex Power
 - Project Pearson Ranch
 - Project Fittipaldi
 - Project Venture
 - Project 007
 - Project Acropolis
 - Project Crystal Lagoon
 - Project Phantom
 - Project World
 - Project Mellencamp
36. 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:**
- Litigation or claims or potential litigation or claims against the County or by the County
 - Status Update-Pending Cases or Claims
 - Employee/personnel related matters
 - 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:**
- Civil Action No. 1:18-cv-00049-LY; Troy Mansfield v. Williamson County; In the United States District Court for the Western District of Texas, Austin Division
 - Cause No. 19-0850-C368; County of Williamson v. Purdue Pharma, LP, et al.; In the 368th Judicial District Court of Williamson County, Texas, and related lawsuits
 - Civil Action No. 1:20-cv-00842-RP; 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
 - Civil Action No. 1:21-cv-00074-LY; Scott Phillip Lewis v. Williamson County, Texas; In the United States District Court for the Western District of Texas, Austin Division
 - 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
 - Civil Action No. 1:21-cv-00275-LY; 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
 - Civil Action No. 1:21-cv-00350-RP; Imani Nembhard v. Williamson County, Texas, Robert Chody, and Christopher Pisa; In the United States District Court for the Western District of Texas, Austin Division
 - Civil Action No. 1:21-cv-00374-RP; Gary Watsky v. Williamson County, Texas, and Robert Chody, Mark Luera, Steve Deaton, et al.; In the United States District Court for the Western District of Texas, Austin Division
 - Civil Action No. 1:21-cv-00480-RP; Gloria Cowin, Individually and on behalf of the Estate of Patrick Dupre v. Williamson County, Texas; In the United States District Court for the Western District of Texas, Austin Division
 - Civil Action No. 1:21-cv-00481-LY; Marquina Gilliam-Hicks v. Sean Feldman, In his individual capacity, and Williamson County, Texas; In the United States District Court for the Western District of Texas, Austin Division
 - Civil Action No. 1:21-cv-00615-LY; Bernardo Acosta v. Williamson County, Texas, et al.; In the United States District Court for the Western District of Texas, Austin Division
 - Civil Action No. 1:21-cv-00834-RP; Skylar Leal v. Williamson County, Texas and Lorenzo Hernandez Jr.; In the United States District Court for the Western District of Texas, Austin Division
 - Cause No. 22-0159-C395; Gary Watsky v. Mike Gleason, et al.; In the 395th District Court of Williamson County, Texas
 - Cause No. 22-0916-C368; Chris Noel Carlin v. Christopher Davis and Williamson County; In the 368th Judicial District Court of Williamson County, Texas
 - Civil Action No. 1:22-cv-00254-RP; Rodney A. Hurdsmann, #0217082 v. Mike Gleason, et al.; In the United States District Court for the Western District of Texas, Austin Division
 - Cause No. D-1-GN-22-002186; Chauncy Williams v. Williamson County Attorney's Office Victim Service's Division; 98th Judicial District Court of Travis County, Texas
 - Cause No. 22-0826-C368; Doyle "Dee" Hobbs, Jr., in his official capacity as Williamson County Attorney v. AHFC Pecan Park PSH Non-Profit Corporation, et al.; In the 368th Judicial District Court of Williamson County, Texas
 - Civil Action No. 4:22-cv-00576-P; Kyle Strongin, et al. v. Williamson County, et al.; In the United States District Court for the Northern District of Texas
 - Cause No. 22-1152-C425; Catherine Johnston v. Bill Gravell, Williamson County Judge, et al.; In the 425th Judicial District Court of Williamson County, Texas
 - Cause No. 22-1213-C425; Williamson County, Texas v. Ritter Botkin Prime Construction Company, Inc. and Argonaut Insurance Company; In the 425th Judicial District Court of Williamson County, Texas

21. Cause No. 22-1359-C368; Williamson County, Texas v. Ritter, Botkin Prime Construction Company, Inc. and Great American Insurance Company of New York; In the 368th Judicial Court of Williamson County, Texas
22. Cause No. 3SC-22-0147; Debora Garcia-Valentin and Ariel Valentin v. Williamson County Animal Shelter; In the Justice Court, Precinct Three, of Williamson County, Texas

c. EEOC/TWC matters:

d. Claims:

e. Other:

1. Legal matters pertaining to the Emergency Communications Department.
2. Legal matters relating to U.S. Fish and Wildlife Service's Final Rule Designating Critical Habitat for the Georgetown and Salado Salamanders.
3. Legal matters pertaining to tax exemptions for private apartment developers under 303.042(f) of the Texas Local Government Code.
4. Legal matters relating to Application of Bryan I. Klepzig for a new Municipal Solid Waste Registration Compost Facility in Williamson County, Texas; Proposed Registration No. 42045.
5. Legal matters pertaining to DM Medical Billings, LLC

37. 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).
38. 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).
39. Discuss the deployment or specific occasions for implementation of security personnel or devices; or security audits in relation to the Williamson County Justice Center/Williamson County Courthouse (Executive Session as per Texas Gov't. Code § 551.076).

REGULAR AGENDA (continued)

40. Discuss and take appropriate action concerning economic development.
41. Discuss and take appropriate action concerning real estate.
42. Discuss, consider and take appropriate action on pending or contemplated litigation, settlement matters and other legal matters, including the following:

a. General:

1. Litigation or claims or potential litigation or claims against the County or by the County
2. Status Update-Pending Cases or Claims
3. Employee/personnel related matters
4. Other confidential attorney-client matters, including contracts and certain matters related to county defense issues in which the duty of the attorney to the governmental body within the attorney/client relationship clearly conflicts with Chapter 551 of the Texas Government Code.

b. Litigation:

1. Civil Action No. 1:18-cv-00049-LY; 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 v. Purdue Pharma, LP, et al.; In the 368th Judicial District Court of Williamson County, Texas, and related lawsuits
3. Civil Action No. 1:20-cv-00842-RP; 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-00074-LY; 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-LY; 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-RP; Imani Nembhard v. Williamson County, Texas, 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-00374-RP; Gary Watsky v. Williamson County, Texas, and 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-00480-RP; Gloria Cowin, Individually and on behalf of the Estate of Patrick Dupre v. Williamson County, Texas; In the United States District Court for the Western District of Texas, Austin Division
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11. Civil Action No. 1:21-cv-00615-LY; Bernardo Acosta v. Williamson County, Texas, et al.; In the United States District Court for the Western District of Texas, Austin Division
12. Civil Action No. 1:21-cv-00834-RP; Skylar Leal v. Williamson County, Texas and Lorenzo Hernandez Jr.; In the United States District Court for the Western District of Texas, Austin Division
13. Cause No. 22-0159-C395; Gary Watsky v. Mike Gleason, et al.; In the 395th District Court of Williamson County, Texas
14. Cause No. 22-0916-C368; Chris Noel Carlin v. Christopher Davis and Williamson County; In the 368th Judicial District Court of Williamson County, Texas
15. Civil Action No. 1:22-cv-00254-RP; Rodney A. Hurdsmen, #0217082 v. Mike Gleason, et al.; In the United States District Court for the Western District of Texas, Austin Division
16. Cause No. D-1-GN-22-002186; Chauncy Williams v. Williamson County Attorney's Office Victim Service's Division; 98th Judicial District Court of Travis County, Texas
17. Cause No. 22-0826-C368; Doyle "Dee" Hobbs, Jr., in his official capacity as Williamson County Attorney v. AHFC Pecan Park PSH Non-Profit Corporation, et al.; In the 368th Judicial District Court of Williamson County, Texas
18. Civil Action No. 4:22-cv-00576-P; Kyle Strongin, et al. v. Williamson County, et al.; In the United States District Court for the Northern District of Texas
19. Cause No. 22-1152-C425; Catherine Johnston v. Bill Gravell, Williamson County Judge, et al.; In the 425th Judicial District Court of Williamson County, Texas
20. Cause No. 22-1213-C425; Williamson County, Texas v. Ritter Botkin Prime Construction Company, Inc. and Argonaut Insurance Company; In the 425th Judicial District Court of Williamson County, Texas
21. Cause No. 22-1359-C368; Williamson County, Texas v. Ritter, Botkin Prime Construction Company, Inc. and Great American Insurance Company of New York; In the 368th Judicial Court of Williamson County, Texas
22. Cause No. 3SC-22-0147; Debora Garcia-Valentin and Ariel Valentin v. Williamson County Animal Shelter; In the Justice Court, Precinct Three, of Williamson County, Texas

c. EEOC/TWC matters:

d. Claims:

e. Other:

1. Legal matters pertaining to the Emergency Communications Department.
2. Legal matters relating to U.S. Fish and Wildlife Service's Final Rule Designating Critical Habitat for the Georgetown and Salado Salamanders.
3. Legal matters pertaining to tax exemptions for private apartment developers under 303.042(f) of the Texas Local Government Code.
4. Legal matters relating to Application of Bryan I. Klepzig for a new Municipal Solid Waste Registration Compost Facility in Williamson County, Texas; Proposed Registration No. 42045.
5. Legal matters pertaining to DM Medical Billings, LLC

43. 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.
44. Comments from Commissioners.
45. 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 6th day of October 2022 at 5:00 P.M. and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Commissioners Court - Regular Session**3.****Meeting Date:** 10/11/2022

Line Item Transfer

Submitted By: Sarah Crain, Budget Office**Department:** Budget Office**Agenda Category:** Consent

Information**Agenda Item**

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

Background

November 2, 2022, is the last day of employment for PCN 0185. We are requesting succession planning to cover two weeks of shadowing and 3 weeks of vacation payout. This request is within policy as approved by the Commissioners Court. Policy is below.

13. Funding may be requested via the budget process for known "Succession Planning". In the event an existing FTE submits a letter of intent to separate employment with Williamson County and funding is necessary to bring in a replacement prior to the departure of the existing FTE, funding may be available. Succession planning/funding applies as follows:

- Applies to any position directly supervised by an elected official, appointed official, senior director or the commissioners court
- Official letter of intent to depart/resign/retire must be received from/by the above
- Maximum funding of 2 weeks (80 hours, five 8-hour days per week) for shadowing/training prior to current FTE departure
- Maximum funding of 4 additional weeks (160 hours, five 8-hour days per week) to allow for accrual payouts (only if funding is not already available in the salary line due to attrition). Vacancy dollars will be applied first
- Maximum total funding of 6 weeks' pay (240 hours, five 8-hour days per week)
- Funding will be based on the current rate of pay for the current FTE and will include fringe/benefits as applicable
- Once a new hire is in place, he/she will move into the existing FTE slot while the current FTE will move into the succession slot
- Succession funding/dollars may not be transferred for any other purpose
- Internal candidates/promotions are not eligible for succession planning funding

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0409.001100	Non-Departmental F/T Salaries	\$13,968.08
From	0100.0409.002010	Non-Departmental FICA	\$1,068.56
From	0100.0409.002020	Non-Departmental Retirement	\$2,260.04
To	0100.0477.001100	Magistrate Office F/T Salaries	\$13,968.08
To	0100.0477.002010	Magistrate Office FICA	\$1,068.56
To	0100.0477.002020	Magistrate Office Retirement	\$2,260.04

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Sarah Crain

Final Approval Date: 10/06/2022

Reviewed By

Becky Pruitt

Date

10/06/2022 09:58 AM

Started On: 10/06/2022 08:49 AM

Commissioners Court - Regular Session**4.****Meeting Date:** 10/11/2022

Line Item Transfer

Submitted By: Ashlie Holladay, Budget Office**Department:** Budget Office**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on a line item transfer for the Commissioner Precinct #4 Office.

Background

This transfer is being requested to provide for temp labor for 5 weeks while an existing employee is out on FMLA.

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM	0100-0409-004998	Non Dept/Contingencies	\$4,306.00
TO	0100-0214-001107	Comm Pct4/Temp Labor	\$4,000.00
TO	0100-0214-002010	Comm Pct4/FICA	\$306.00

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Ashlie Holladay

Final Approval Date: 10/06/2022

Reviewed By

Becky Pruitt

Date

10/06/2022 06:58 AM

Started On: 10/04/2022 01:51 PM

Commissioners Court - Regular Session**5.****Meeting Date:** 10/11/2022

Line Item Transfer For Constable Pct. 1

Submitted By: Patrick Youngren, Constable Pct. #1**Department:** Constable Pct. #1**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on a line item transfer for Constable Pct. 1.

Background

Constable Pct. 1 is requesting the line item transfer to allow an employee to receive their Master Peace Officer certification pay. Due to the employees start date, the certification pay was not accounted for when preparing the FY23 budget.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0551.003003	CONST#1 Radio Eq.	\$444.06
From	0100.0551.003311	CONST#1 Uniforms	\$444.06
From	0100.0551.003900	CONST#1 Memb. Dues	\$444.06
To	0100.0551.001114	CONST#1 Certifications	\$1,080.00
To	0100.0551.002010	CONST#1 FICA	\$82.62
To	0100.0551.002020	CONST#1 Retirement	\$169.56

Attachments*No file(s) attached.*

Form Review**Inbox**

County Judge Exec Asst.

Budget Office

Constable Pct. 1 (Originator)

County Judge Exec Asst.

Budget Office

Budget Office

Form Started By: Patrick Youngren

Final Approval Date: 10/06/2022

Reviewed By

Becky Pruitt

Saira Hernandez

Patrick Youngren

Becky Pruitt

Saira Hernandez

Saira Hernandez

Date

10/06/2022 06:55 AM

10/06/2022 08:55 AM

10/06/2022 09:08 AM

10/06/2022 09:47 AM

10/06/2022 10:04 AM

10/06/2022 10:04 AM

Started On: 09/30/2022 10:38 AM

Commissioners Court - Regular Session**6.****Meeting Date:** 10/11/2022

Line Item Transfer

Submitted For: Dale Butler**Submitted By:** Gina Wrehsnig, Facilities Management**Department:** Facilities Management**Agenda Category:** Consent

Information**Agenda Item**

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

Background

Move funds for furniture project not completed in previous FY.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0509.004509	Facility Enhancements	\$22,634.34
To	0100.0509.003005	Furniture	\$22,634.34

Attachments*No file(s) attached.*

Form Review**Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Gina Wrehsnig

Final Approval Date: 10/06/2022

Reviewed By

Becky Pruitt

Saira Hernandez

Date

10/06/2022 07:02 AM

10/06/2022 07:52 AM

Started On: 10/05/2022 03:18 PM

Commissioners Court - Regular Session

7.

Meeting Date: 10/11/2022

Waiver of Penalty and Interest

Submitted For: Larry Gaddes**Submitted By:** Mary Greenway, County Tax Assessor Collector**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

From/To	Acct No.	Description	Amount
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Attachments

Waiver

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Mary Greenway

Final Approval Date: 10/06/2022

Reviewed By

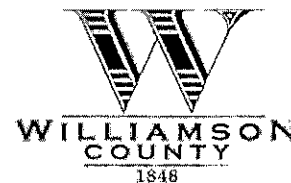
Becky Pruitt

Date

10/06/2022 07:01 AM

Started On: 10/05/2022 02:47 PM

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



Waiver Requests for 2021 Penalty & Interest

September 14, 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 determined the request meet the requirements of Section 33.011 and are being presented to Williamson County Commissioners Court for approval.

Property ID#	Tax Year	Name	P&I Amount	Relevant Code	Reason
P469111	2021	Edel Golf LLC	\$1,994.55 (P&I) + \$2,293.72 (Atty Fees)	33.011 (a)(1)	WCAD Clerical Error
R537151	2021	Paul Harrod	\$1,857.76 (P&I) + \$1,745.31 (Atty Fees)	33.011 (a)(1)	WCAD Clerical Error
R452685	2021	Paul Harrod	\$1,459.39 (P&I) + \$1,371.05 (Atty Fees)	33.011 (a)(1)	WCAD Clerical Error

Approved by/Date

Approved by/Date

Commissioners Court - Regular Session**8.****Meeting Date:** 10/11/2022

Justice of the Peace 3 SEPTEMBER 2022 Monthly Report

Submitted For: Evelyn McLean**Submitted By:** Mary Alcala, J.P. Pct. #3**Department:** J.P. Pct. #3**Agenda Category:** Consent

Information**Agenda Item**

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

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

September 2022 - CCP 103

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Mary Alcala

Final Approval Date: 10/06/2022

Reviewed By

Becky Pruitt

Date

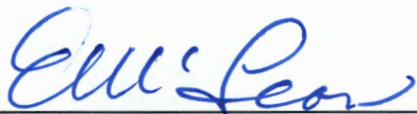
10/06/2022 06:58 AM

Started On: 10/04/2022 02:35 PM

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

**THE STATE OF TEXAS
COUNTY OF WILLIAMSON**

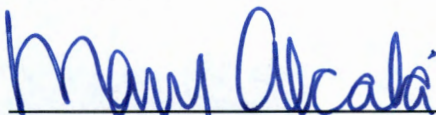
Before me, the undersigned authority, on this day personally appeared Evelyn McLean, Justice of the Peace, Precinct 3, Williamson County, who, on her oath, stated that the attached report of money collected is a true and correct report for the month of September, 2022.



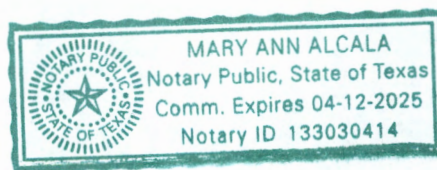


**EVELYN McLEAN
JUSTICE OF THE PEACE
PRECINCT THREE**

On this 4th day of October 2022, to certify which witness my hand and seal of office.



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



Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Transaction Date: 09/01/2022 - 09/30/2022 Case Categories: Criminal
Locations: JP3

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

G/L Account	G/L Account Number	Fee Totals
0100 - General Fund		
01-0100-0000-207017 - Collections Agency Fee	L-004-3-01-0100-0000-207017: 01-0100-0000-207017 - Collections Agency Fee	5,356.61
01-0100-0000-209600 - FINES DUE TO TX PARKS WILDLIFE	L-004-3-01-0100-0000-209600: 01-0100-0000-209600 - FINES DUE TO TX PARKS WILDLIFE	1,175.55
01-0100-0000-209700 - JP COURTS-REFUNDS	L-004-3-01-0100-0000-209700: 01-0100-0000-209700 - JP COURTS-REFUNDS	0.00
01-0100-0000-341200 - Sheriff Fees (WILCO)	L-004-3-01-0100-0000-341200: 01-0100-0000-341200 - Sheriff Fees (WILCO)	302.70
01-0100-0000-341803 - FEES OF OFFICE, JP PCT-3	L-004-3-01-0100-0000-341803: 01-0100-0000-341803 - FEES OF OFFICE, JP PCT #3	8,972.38
01-0100-0000-341913 - CRIMINAL FEES/OFFICE, CONST 3	L-004-3-01-0100-0000-341913: 01-0100-0000-341913 - Fees of Office, Crim. Const PCT #3	1,146.83
01-0100-0000-351303 - FINES, JP PCT-3	L-004-3-01-0100-0000-351303: 01-0100-0000-351303 - FINES, JP PCT #3	69,088.01
01-0100-0000-370500 - Miscellaneous Revenue	L-004-3-01-0100-0000-370500: 01-0100-0000-370500 - Miscellaneous Revenue	2.00
0100 - General Fund Total:		86,044.08
0361 - JP Security Fund		
01-0361-0000-341153 - JP 3 SECURITY FEES	L-004-3-01-0361-0000-341153: 01-0361-0000-341153 - JP 3 SECURITY FEES	212.92
0361 - JP Security Fund Total:		212.92
0367 - JP-3 Truancy Program Fund		
01-0367-0000-370000 - JP-3 Truancy Program Fees	L-004-3-01-0367-0000-370000: 01-0367-0000-370000 - JP-3 Truancy Program Fee	261.17
0367 - JP-3 Truancy Program Fund Total:		261.17
0372 - Justice Court Technology Fund		
01-0372-0000-341143 - JP 3 TECHNOLOGY FEES	L-004-3-01-0372-0000-341143: 01-0372-0000-341143 - JP #3 TECHNOLOGY FEES	212.91
0372 - Justice Court Technology Fund Total:		212.91

Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Transaction Date: 09/01/2022 - 09/30/2022 Case Categories: Criminal
Locations: JP3

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

G/L Account	G/L Account Number	Fee Totals
0399 - State Agency Fund		
01-0399-0000-208033 - JP 3 Truancy Prev/Diversion - State	L-004-3-01-0399-0000-208033: 01-0399-0000-208033 - JP 3 Truancy Prev/Diversion - State	98.44
01-0399-0000-208160 - CCC FEES DUE TO STATE COMP	L-004-3-01-0399-0000-208160: 01-0399-0000-208160 - Consolidated Court Costs	2,129.25
01-0399-0000-208235 - JURY SERVICE FEES DUE TO STATE	L-004-3-01-0399-0000-208235: 01-0399-0000-208235 - Jury Service Fee	212.91
01-0399-0000-208352 - CRIMINAL JUDICIAL SUPPORT DUE	L-004-3-01-0399-0000-208352: 01-0399-0000-208352 - Support of the Judiciary Fund	319.43
01-0399-0000-208400 - DPS ARREST FEES DUE TO STATE	L-004-3-01-0399-0000-208400: 01-0399-0000-208400 - Texas Highway Patrol Arrest Fees	312.66
01-0399-0000-208415 - MOVING VIOLATION FEE DUE TO ST	L-004-3-01-0399-0000-208415: 01-0399-0000-208415 - Moving Violation Fee Due to State	3.10
01-0399-0000-208425 - ST TRAFFIC FEES DUE TO STATE	L-004-3-01-0399-0000-208425: 01-0399-0000-208425 - State Traffic Fee	567.85
01-0399-0000-208703 - INDIGENT DEF FEES - DUE TO ST	L-004-3-01-0399-0000-208703: 01-0399-0000-208703 - Indigent Defense Fee	106.47
01-0399-0000-208720 - SEATBELT FINES	L-004-3-01-0399-0000-208720: 01-0399-0000-208720 - Seatbelt Fines	397.00
01-0399-0000-208750 - TLFTA FEES DUE TO STATE COMP	L-004-3-01-0399-0000-208750: 01-0399-0000-208750 - Traffic Law Failure To Appear	794.63
01-0399-0000-208850 - WEIGHT VIOLATION FINES DUE TO	L-004-3-01-0399-0000-208850: 01-0399-0000-208850 - Weight Violation Fines	3,408.00
01-0399-0000-208860 - TIME PYMT FEES DUE TO STATE	L-004-3-01-0399-0000-208860: 01-0399-0000-208860 - Time Payment	281.01
0399 - State Agency Fund Total:		8,630.75
Fee Totals for All Funds:		95,361.83

Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Transaction Date: 09/01/2022 - 09/30/2022 Case Categories: Criminal
Locations: JP3

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

Fee Code Summary									
Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
AFCPD	Arrest Fee - Cedar Park Police Department	5.00	1	0.00	0	0.00	0	5.00	1
AFDPS	Arrest Fee - DPS (CCP 102.011)	184.25	47	0.00	0	0.00	0	184.25	47
AFSO	Arrest Fee - Sheriff's Office (CCP 102.011)	81.95	19	0.00	0	0.00	0	81.95	19
CCC	Consolidated Court Costs [Loc. Gov't Code, 133.102]	2,129.25	66	0.00	0	0.00	0	2,129.25	66
CFINE	County Fine	69,088.01	619	0.00	0	0.00	0	69,088.01	619
CHS	Courthouse Security Fee (CCP 102.017)	159.73	66	0.00	0	0.00	0	159.73	66
CHSJC	JP Security Fee (CCP 102.017)	53.19	66	0.00	0	0.00	0	53.19	66
CJS	Criminal Judicial Support Fee (LGC 103.105)	0.60	1	0.00	0	0.00	0	0.60	1
COLLFEE	Collection Agency Fee	5,356.61	84	0.00	0	0.00	0	5,356.61	84
COPIES	Certified Copies	3.50	1	0.00	0	0.00	0	3.50	1
CRFEEOVER	Criminal Overpayment Fee	0.00	1	0.00	0	0.00	0	0.00	1
DDF	Deferred Disposition Fee	8,841.00	77	0.00	0	0.00	0	8,841.00	77
DSC	Driver's Safety Course Fee (CCP 45.0511(f1))	9.90	1	0.00	0	0.00	0	9.90	1
FNTC1	Child Safety Seat Fine Trauma Center	397.00	6	0.00	0	0.00	0	397.00	6
IDF	Indigent Defense Fee (LGC 133.107)	106.47	66	0.00	0	0.00	0	106.47	66
JCTF	Justice Court Technology Fee (CCP 102.0173)	212.91	66	0.00	0	0.00	0	212.91	66
JFR	Jury Reimbursement Fee (CCP 102.0045)	212.91	66	0.00	0	0.00	0	212.91	66
JTP	Juvenile Truancy Program (CCP 102.0174)	261.17	65	0.00	0	0.00	0	261.17	65
JTPDC	Juvenile Truancy Prev/Diversion Due to County (CCP 102.015)	49.22	62	0.00	0	0.00	0	49.22	62
JTPDS	Juvenile Truancy Prev/Diversion Due to State (CCP 102.015)	49.22	62	0.00	0	0.00	0	49.22	62
JUSFC	Judicial Support Fund - County (LGC 133.105)	31.38	65	0.00	0	0.00	0	31.38	65
JUSFS	Judicial Support Fund - State (LGC 133.105)	287.45	66	0.00	0	0.00	0	287.45	66
LT10	Overpayments < \$10	2.00	2	0.00	0	0.00	0	2.00	2
MVF	Moving Violation Fee (CCP 102.022)	3.10	39	0.00	0	0.00	0	3.10	39
OMNI	OMNI Fee	158.88	34	0.00	0	0.00	0	158.88	34
OMNIC	OMNI Fee - County	105.95	34	0.00	0	0.00	0	105.95	34
OMNIS	OMNI Fee - State	529.80	34	0.00	0	0.00	0	529.80	34
SFC3	Service/Arrest Fee - Const. 3	45.00	7	0.00	0	0.00	0	45.00	7
SFMCWV	State Fine - Motor Carrier Weight Violation	3,408.00	11	0.00	0	0.00	0	3,408.00	11
SFOC	Service Fee - Out of County	55.00	7	0.00	0	0.00	0	55.00	7

Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Transaction Date: 09/01/2022 - 09/30/2022 Case Categories: Criminal
Locations: JP3

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

Fee Code Summary									
Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
STF	State Traffic Fee (TC 542.4031)	567.85	25	0.00	0	0.00	0	567.85	25
TPC	Time Payment Fee - County	92.41	10	0.00	0	0.00	0	92.41	10
TPS	Time Payment Fee - State	188.60	19	0.00	0	0.00	0	188.60	19
TPWF	Texas P&W Fine	1,175.55	17	0.00	0	0.00	0	1,175.55	17
UFA	Uniform Traffic Act (TC 542.403)	57.98	26	0.00	0	0.00	0	57.98	26
WARC3	Warrant Fee - Constable Pct. 3	1,101.83	24	0.00	0	0.00	0	1,101.83	24
WCSO	Williamson County Sheriff	220.75	6	0.00	0	0.00	0	220.75	6
WFDPS	Warrant Fee - DPS	128.41	4	0.00	0	0.00	0	128.41	4
Fee Code Summary Totals		Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
		95,361.83	1,872	0.00	0	0.00	0	95,361.83	1,872

Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Transaction Date: 09/01/2022 - 09/30/2022 Case Categories: Civil
Locations: JP3

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

G/L Account	G/L Account Number	Fee Totals
0100 - General Fund		
01-0100-0000-341803 - FEES OF OFFICE, JP PCT-3	L-004-3-01-0100-0000-341803: 01-0100-0000-341803 - FEES OF OFFICE, JP PCT #3	171.25
01-0100-0000-341903 - CIVIL FEES/OFFICE, CONST 3	L-004-3-01-0100-0000-341903: 01-0100-0000-341903 - Fees of Office, Const. PCT #3	5,930.00
01-0100-0000-361200 - INTEREST, BANK DEPOSITS	L-004-3-01-0100-0000-361200: 01-0100-0000-361200 - Interest, Bank Deposit	0.18
0100 - General Fund Total:		6,101.43
Fee Totals for All Funds:		6,101.43

Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Transaction Date: 09/01/2022 - 09/30/2022 Case Categories: Civil
Locations: JP3

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

Fee Code Summary									
Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
CCOP	Civil Copies	35.50	10	0.00	0	0.00	0	35.50	10
CERT	Certified Copy	21.75	5	0.00	0	0.00	0	21.75	5
CONT3	Constable Service Fee Pct #3	4,130.00	42	0.00	0	0.00	0	4,130.00	42
IN	Interest	0.18	1	0.00	0	0.00	0	0.18	1
JURY	Jury Fee	44.00	2	0.00	0	0.00	0	44.00	2
TRANS	Transcript	10.00	1	0.00	0	0.00	0	10.00	1
WEXEC	Writ of Execution	5.00	1	0.00	0	0.00	0	5.00	1
WPOSS	Writ of Possession	55.00	11	0.00	0	0.00	0	55.00	11
WSF3	JP3 - Writ Service Fee	1,800.00	12	0.00	0	0.00	0	1,800.00	12
Fee Code Summary Totals		Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
		6,101.43	85	0.00	0	0.00	0	6,101.43	85

Commissioners Court - Regular Session**9.****Meeting Date:** 10/11/2022

hiring of employees elected officials

Submitted By: Becky Pruitt, County Judge**Department:** County Judge**Agenda Category:** Consent

Information**Agenda Item**

Acknowledge and enter into the official minutes the hiring of employees from newly Appointed Officials of Williamson County.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Application to Employ 480DC

CCL5 Application to Employ

Form Review**Inbox**

County Judge Exec Asst. (Originator)

Form Started By: Becky Pruitt

Final Approval Date: 10/06/2022

Reviewed By

Becky Pruitt

Date

10/06/2022 06:59 AM

Started On: 10/04/2022 03:34 PM

Application to Commissioners' Court to Employ Personnel

To the Honorable Commissioners' Court of Williamson County

I, Scott Field of Williamson County, Judge of the 480th District Court of the State of Texas, hereby make application for authority to employ the following per Local Govt Code 151.001(b):

Proposed Effective Date	Title and # of Positions	Proposed Salary with longevity
10/14/2022	Senior Court Administrator (1)	\$75,000
10/15/2022	Court Reporter	\$135,823.04

Date Oct 6, 2022

Scott Field
Scott Field (Oct 6, 2022 11:19 CDT)

Elected Official

Application to Employ Staff for 480th

Final Audit Report

2022-10-06

Created:	2022-10-06
By:	Ronald Morgan (ronald.morgan@wilco.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAsa5tngFonezv5WGamnpdB6b5V4HB_6_I

"Application to Employ Staff for 480th" History

-  Document created by Ronald Morgan (ronald.morgan@wilco.org)
2022-10-06 - 3:28:55 PM GMT- IP address: 66.76.4.65
-  Document emailed to Scott Field (scott.field@wilco.org) for signature
2022-10-06 - 3:29:23 PM GMT
-  Email viewed by Scott Field (scott.field@wilco.org)
2022-10-06 - 4:17:27 PM GMT- IP address: 66.76.4.65
-  Document e-signed by Scott Field (scott.field@wilco.org)
Signature Date: 2022-10-06 - 4:19:41 PM GMT - Time Source: server- IP address: 66.76.4.65
-  Agreement completed.
2022-10-06 - 4:19:41 PM GMT



Application to Commissioners' Court to Employ Personnel

To the Honorable Commissioners' Court of Williamson County

I, Judge Will Ward of Williamson County, Texas, hereby make application for authority to employ the following per Local Govt Code 151.001(b):

Proposed Effective Date	Title and # of Positions	Proposed Salary with longevity
10/3/2022	County Court Reporter.2022.001100.	\$115,000.00
10/3/2022	Court Administrator.2023.001100.	\$64,624.04
10/3/2022	Assistant Court Admin.2021.001100.	\$53,248.00
		\$ 232,872.04

Date 10/6/2022 Sworn to 6 Oct 2022 William Lee Ward
Elected Official

Commissioners Court - Regular Session**10.****Meeting Date:** 10/11/2022

Authorize Issuing Advertisement for RFP #22RFP150 Electronic Payment Processing for Treasurer Department

Submitted For: Joy Simonton**Submitted By:** Misty Brooks, Purchasing**Department:** Purchasing**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed proposals for Electronic Payment Processing for Williamson County Treasurer under RFP #22RFP150.

Background

Williamson County is seeking proposals from interested firms for Electronic Payment Processing. The selected vendor(s) will provide the County with a comprehensive program of payment processing services that serve the County's current and anticipated needs. The County is interested in receiving responses from qualified firms who can provide analysis, technology, and services to efficiently process and reconcile a variety of electronic payments, such as credit cards, debit cards and e-checks. Williamson County collects various fees, court costs, sales payments, and fines. The County intends to coordinate with selected vendor(s) to provide payment processes to support collection of these fees. The selected vendor(s) are expected to work with individual departments and Williamson County Technology Services staff to meet the needs of the customer. The current contract expired January 9, 2022, and extensions were granted until December 31, 2022. There is no funding source for this contract. All merchant service fees are paid by the customers making the payments. Budget, Audit, Information Systems, Legal, and Contract Audit have reviewed and approved this. Department contact is Scott Heselmeyer.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Misty Brooks

Final Approval Date: 10/06/2022

Reviewed By

Joy Simonton

Becky Pruitt

Date

10/06/2022 09:59 AM

10/06/2022 10:03 AM

Started On: 09/28/2022 02:34 PM

Commissioners Court - Regular Session**11.****Meeting Date:** 10/11/2022

Approve a Credit from DPI for New AG Courtroom

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 Change Order from Data Projections, Inc. for the Williamson County New AG Court Room furniture for a decrease of (\$7,267.94), pursuant to TIPS contract #210101, and authorizing the execution of the Change Order. Funding Source is P515.

Background

Approval of this Change Order will give Williamson County a credit of (\$7,267.94) from the original cost for the AV system upgrade in the new Attorney General Courtroom. The attached Change Order has the detailed information regarding the credit. Legal and Contract Audit have reviewed this Change Order. The department point of contact is Don Heflin.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Data Projections Redacted Change Order AG Courtroom

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Mary Watson

Final Approval Date: 10/06/2022

Reviewed By

Becky Pruitt

Date

10/06/2022 06:53 AM

Started On: 09/29/2022 09:43 AM



DATA
PROJECTIONS

Data Projections, Inc
3700 W. Sam Houston Pkwy S.
Ste 525
Houston, TX 77042
Tel: 866.CALL.DPI (225.5374)
www.dataprojections.com

CHANGE ORDER QUOTE



BILL TO	SHIP TO	
Company: Williamson County Address: 3101 Se Inner Loop Ste 105 Round Rock, TX 78664 Contact: Accounts Payable Phone: (512) 943 1100 Email: accountspayable@wilco.org	Company: Williamson County Address: 3101 Se Inner Loop Ste 105 Round Rock, TX 78664 Contact: Don Heflin Phone: (512)943-1490 Email: Don.Heflin@Wilco.Org	Date: 08/23/2022 Expiry Date: 09/26/2022 P.O No: 181079 Contract No: TIPS 210101 Sales Rep: Mark Mazac Phone: (512) 271 6538 Email: mmazac@dataprojections.com

TITLE

CCO-001 SWAP 4 X 55 FOR 2 X 65

PART NUMBER	MANUFACTURER	DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
TH-65EQ1U	PANASONIC	65" 4K 3840 X 2160 LCD DISPLAY 18/7	2.00	\$1,904.94	\$3,809.88
LCM1U	CHIEF	SINGLE CEILING MOUNT LARGE BLACK	2.00	\$331.18	\$662.36
TH-55SQ1W	PANASONIC	4K LCD DISPLAY	-1.00	\$2,234.94	-\$2,234.94
TH-55SQ1W	PANASONIC	4K LCD DISPLAY	-1.00	\$2,234.94	-\$2,234.94
TH-55SQ1W	PANASONIC	4K LCD DISPLAY	-1.00	\$2,234.94	-\$2,234.94
TH-55SQ1W	PANASONIC	4K LCD DISPLAY	-1.00	\$2,234.94	-\$2,234.94
TESIRALUX OH-1	BIAMP SYSTEMS	AVB VIDEO DECODER; INCLUDES ONE HDMI 2.0 PORT. 8 CHANNELS OF EMBEDDED PCM AUDIO AND INCLUDES 2 MIC/L	-1.00	\$1,341.46	-\$1,341.46
TESIRALUX OH-1	BIAMP SYSTEMS	AVB VIDEO DECODER; INCLUDES ONE HDMI 2.0 PORT. 8 CHANNELS OF EMBEDDED PCM AUDIO AND INCLUDES 2 MIC/L	-1.00	\$1,341.46	-\$1,341.46
CMA360	CHIEF	I-BEAM CLAMP	-2.00	\$251.81	-\$503.62
CMS0507	CHIEF	ADJ. PIPE 60" TO 84"	-2.00	\$165.23	-\$330.46
FCAC1LB	CHIEF	FUSION BACK COVER SINGLE LCMBLK	-2.00	\$362.20	-\$724.40
MCM1U	CHIEF	SINGLE CEILING MOUNT MEDIUM BLACK	-1.00	\$255.42	-\$255.42
MCM1U	CHIEF	SINGLE CEILING MOUNT MEDIUM BLACK	-2.00	\$255.42	-\$510.84
MCM1U	CHIEF	SINGLE CEILING MOUNT MEDIUM BLACK	-1.00	\$255.42	-\$255.42
RK5105	AVFI	14U MOBILE RACK IDEAL SOLUTION FOR DISTANCE EDUCATION, ELECTRONIC CLASSROOMS AND CORPORATE TRAINING	1.00	\$1,112.66	\$1,112.66
9052-2	AVFI	2U SLIDING METAL DRAWER	1.00	\$200.00	\$200.00
for 55" panasonic		SHIPPING - RETURN DISPLAYS FROM ORIGINAL ORDER	1.00	\$1,150.00	\$1,150.00

Subtotal: -\$7,267.94

Tax: \$0.00

Total: -\$7,267.94

CHANGE ORDER - HISTORY

ORDER DATE	ORDER NO.	PROJECT NO.	TITLE	TOTAL
08/03/2022	9615	1185	AV SYSTEMS UPGRADE - NEW ATTORNEY GENERAL COURTROOM	\$170,771.19
Sum Prior To This CCO:				\$170,771.19
This CCO Quote:				-\$7,267.94
New Sum Including This CCO:				\$163,503.25



DATA
PROJECTIONS

Data Projections, Inc
3700 W. Sam Houston Pkwy S.
Ste 525
Houston, TX 77042
Tel: 866.CALL.DPI (225.5374)
www.dataprojections.com

CHANGE ORDER QUOTE

By signing this agreement, you are accepting our Terms and Conditions. This does not negate the need for a purchase order or any other purchasing requirement which your company necessitates. Data Projections reserves the right to require a customer down payment/ deposit contingent on the creditworthiness of the customer.

This change order incorporates both TIPS #210101 and Williamson County's contract addendum approved by the Williamson County Commissioner's Court on July 12, 2022. To the extent there is any conflict in terms and conditions between this change order, TIPS #210101 and the Williamson County contract addendum, the terms and conditions of the Williamson County's contract addendum approved by the Williamson County Commissioner's Court on July 12, 2022 shall govern.

Data Projections, Inc.

SIGNATURE: Mark D. Mazac
NAME: Mark D. Mazac
TITLE: Account Executive - Sales
DATE: 10/04/2022

Williamson County

SIGNATURE: _____
NAME: _____
TITLE: _____
DATE: _____

Commissioners Court - Regular Session**12.****Meeting Date:** 10/11/2022

Approval of Communication Tower Maintenance and Repair Services for IT/Wireless Communications Department

Submitted For: Joy Simonton**Submitted By:** Misty Brooks, Purchasing**Department:** Purchasing**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on approving the services contract #202318 between Williamson County and Randal's Tower Tech, Inc. to provide tower climbers for as-needed repair/maintenance services to support the operations of Williamson County Wireless Communications, in the not-to-exceed amount of \$25,000.00, and authorizing execution of the contract.

Background

This agreement is for Randal's Tower Tech, Inc. to provide tower climbers to perform necessary maintenance and repairs at the various communication towers in Williamson County. Three quotes were requested by the department. The attached agreement was approved by Legal and Contract Audit. Funding source is 01.0507.0507.004545. Funds are budgeted for FY23, and approved by Budget. Department point of contact is Rick Akins.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Quote

Contract

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Misty Brooks

Final Approval Date: 10/06/2022

Reviewed By

Joy Simonton

Becky Pruitt

Date

10/06/2022 10:26 AM

10/06/2022 10:56 AM

Started On: 09/29/2022 03:31 PM



Randal's Tower Tech Inc. Tower Maintenance Pricing for Williamson County

Pricing valid Oct 1 2022 through Sept 30, 2023

Mob and De-mob within To Williamson CO	\$495
Replace antenna and coax 1' to 250'	\$2365
Replace antenna and coax 251' to 500'	\$3300
Sweep coax/antenna system Post install	\$440
Replace incandescent lights 200' or less	\$990
Replace incandescent lights 201' to 500'	\$1375

Trouble shoot lighting systems Incand. and Strobe	\$235 per hour 4 hour Minimum
Replace 1 antenna (standard size) 250' or less	\$1650
Replace 1 antenna (standard size) 251' to 500'	\$2475
Replace PTP radio 250 or less	\$990
Replace TTA 250' or less	\$990
Replace TTA 251' to 500'	\$1320
Replace coax 250' or less	\$1375
Replace coax 251' to 350'	\$2035
Replace coax 351' to 500'	\$2695

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

**SERVICES CONTRACT
FOR EMERGENCY SERVICE
TOWER CLIMBS AND
RELATED REPAIRS
OR MAINTENANCE
FY2023
(Randal's Tower Tech, Inc.)**

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

THIS CONTRACT is made and entered into by and between **Williamson County, Texas** (hereinafter "The County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Randal's Tower Tech, Inc.**, (hereinafter "Service Provider"), with mailing address at P.O. Box 513, Little river, TX 76554. The County agrees to engage Service Provider as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

I.

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.

II.

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

- A. As described in the attached Statement of Work/Pricing Quotation (October 1, 2022 through September 30, 2023), which is incorporated herein as if copied in full; and**
- B. Any required insurance certificates evidencing required coverages.**

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

III.

No Assignment: Service Provider may not assign this contract.

IV.

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

V.

Consideration and Compensation: Service Provider will be compensated based on the attached Statement of Work/Pricing Quotation (October 1, 2022 through September 30, 2023) which is incorporated herein as if copied in full. **The not-to-exceed amount under this agreement is \$25,000.00, unless amended by a change order 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.

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

Type of Coverage		Limits of Liability
a.	Worker's Compensation	Statutory
b.	Employer's Liability	
	Bodily Injury by Accident	\$500,000 Ea. Accident
	Bodily Injury by Disease	\$500,000 Ea. Employee
	Bodily Injury by Disease	\$500,000 Policy Limit
c.	Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:	

COVERAGE	PER PERSON	PER OCCURRENCE
Comprehensive General Liability (including premises, completed operations and contractual)	\$1,000,000	\$1,000,000
Aggregate policy limits:	\$2,000,000	

- d. Comprehensive automobile and auto liability insurance (covering owned, hired, leased and non-owned vehicles):

COVERAGE	PER PERSON	PER OCCURRENCE
Bodily injury	\$1,000,000	\$1,000,000

(including death)

Property damage	\$1,000,000	\$1,000,000
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Aggregate policy limits	No aggregate limit
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Service Provider, as an independent contractor, meets the qualifications of an “Independent Contractor” under Texas Worker’s Compensation Act, Texas Labor Code, Section 406.141, and must provide its employees, agents and sub-subcontractors worker’s compensation coverage. Contactor shall not be entitled to worker’s compensation coverage or any other type of insurance coverage held by The County.

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

VII.

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

INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY’S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY’S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE “INDEMNITEES”) FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS’ FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF SERVICE PROVIDER OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY

THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

VIII.

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

As described in the Statement of Work/Pricing Quotation (October 1, 2022 through September 30, 2023), which is incorporated herein as if copied in full.

IX.

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

X.

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

XI.

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

XII.

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

XIII.

Effective Date and Term: This contract shall be in full force and effect when signed by all parties and shall continue for through the end of the current county fiscal year on September 30, 2022.

XIV.

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

XV.

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

XVI.

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

XVII.

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

Executed this ____ day of _____, 20____ to be effective as of the date of the last party's execution below.

County:

Date: _____, 20____

Service Provider:

Randal's Paper Tech, Inc.
Lianne Danner

Date: Sept 29, 2022

Commissioners Court - Regular Session**13.****Meeting Date:** 10/11/2022

Authorize Issuing RFP #23RFP2 Commercial Lease of 1401 US Hwy 183, Leander, TX for Commissioner Pct #2

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 proposals for the Commercial Lease of 1401 US Hwy 183, Leander, TX, under RFP #23RFP2.

Background

Williamson County seeks to lease this property to a non-profit service organization that provides community support to the Liberty Hill area residents. This location has long been established as a community resource center. By way of that, Williamson County seeks to continue to support residents by leasing to an experienced support organization. Support may include but is not limited to temporary housing guidance, food pantry services, job placement support, thrift store operation, donation location and counseling services. This contract will commence November 1, 2025, and expire October 31, 2030. This contract may be renewed for five (5) additional, one (1) year periods. The funding source is revenue: 01.0100.0000.362000 and the point of contact is Kathy Pierce.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Johnny Grimaldo

Final Approval Date: 10/06/2022

Reviewed By

Joy Simonton

Becky Pruitt

Date

10/06/2022 10:45 AM

10/06/2022 10:57 AM

Started On: 10/04/2022 02:08 PM

Commissioners Court - Regular Session**14.****Meeting Date:** 10/11/2022

Approval of Quote for Training with Cellebrite, Inc. for the Sheriff's Office

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 quote between Williamson County and Cellebrite, Inc. for training for the total amount of \$3,850.00, and authorizing the execution of the quote.

Background

The training is for five days for Cellebrite Certified Operator plus Physical Analyst training for the seizing and searching devices which will benefit the Sheriff's Office. The quote is attached. Legal, Audit and Budget have reviewed the quote. The line item being charged is 01.0100.0560.004232. The department point of contact is Mary Johnson.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Quote

Form Review**Inbox**

Purchasing (Originator)

Purchasing (Originator)

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Mary Watson

Final Approval Date: 10/06/2022

Reviewed By

Kerstin Hancock

Kerstin Hancock

Joy Simonton

Becky Pruitt

Date

10/05/2022 11:19 AM

10/05/2022 02:46 PM

10/06/2022 07:03 AM

10/06/2022 07:04 AM

Started On: 09/28/2022 08:14 AM

Cellebrite Inc.
7 Campus Drive
Suite 210
Parsippany New Jersey 07054
United States

Tel. +1 800 942 3415
Fax. +1 201 848 9982

Tax ID#: [REDACTED]

DUNS: [REDACTED]

CAGE: [REDACTED]

Company Website:
<http://www.cellebrite.com>



Cellebrite

Digital intelligence
for a safer world

Quote

Quote#

Date:

[REDACTED]
Aug 17, 2022

Billing Information

Williamson County Sheriff's
Office
508 ROCK ST
GEORGETOWN, Texas
78626-5604
United States
Contact: Roy Klingelberger
Phone: 5129435264

Delivery Information

Williamson County Sheriff's
Office
508 ROCK ST
GEORGETOWN, TX 78626-5604
United States

Contact: Roy Klingelberger
Phone: 5129435264

End Customer: Williamson County Sheriff's Office

Click [here](#) to process with Credit Card payment

By clicking the link above and accepting this quote,

You are expressing your agreement and compliance to and with the terms contained on this quote.

Customer ID	Good Through	Payment Terms	Currency	Sales Rep
[REDACTED]	Sep 30, 2022	Net 30	USD	Ryan Phillips

Product Code	Product Name	Qty	Start Date	End Date	Serial Number	Net Price/Unit	Net Price
B-TRN-02-033	ILT CCO + CCPA - Cellebrite Certified Operator + Physical Analyst	1	Oct 03, 2022	Oct 07, 2022		3,850.00	3,850.00

Total Shipping and Handling Charges	USD 0.00
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SubTotal	USD 3,850.00
Sales Tax	USD 0.00
Total	USD 3,850.00

Comments:

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

Terms and Conditions:

- Freight Terms: EXW
- Limited Warranty: Hardware: 12 Months; Software: 60 days; Touch Screen: 30 days
- Quote is subjected to regulation approval.
- General: Purchases of any products sold by Cellebrite are governed by <http://legal.cellebrite.com/us/index.html>
- EULA: Software is licensed by Cellebrite in accordance with an end user license agreement available at <https://legal.cellebrite.com/End-User-License-Agreement.html>
- Advanced Services (CAS): Purchases of Cellebrite Advanced Services are governed by <https://legal.cellebrite.com/CB-us-us/index.html>
- Premium: The following terms apply only to the following products: Cellebrite Premium <http://legal.cellebrite.com/intl/PremiumUS.htm>
- Pathfind
- or: <https://legal.cellebrite.com/PF-Addendum.htm>
- Training Services: Subject to the terms and conditions at <http://legal.cellebrite.com/intl/Training.htm>
- SaaS: <https://legal.cellebrite.com/Cellebrite-SaaS-Terms-of-Service-October-18-2021.htm>

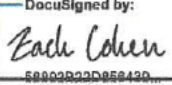
In the event of any dispute as to which terms apply, Cellebrite shall have the right to reasonably determine which terms apply to a given purchase order.

*SALES TAX DISCLAIMER: Cellebrite Inc. is required to collect Sales and Use Tax for purchases made from the following certain U.S. States. Orders are accepted with the understanding that such taxes and charges shall be added, as required by law. Where applicable, Cellebrite Inc. will charge sales tax unless you have a valid sales tax exemption certificate on file with Cellebrite Inc. Cellebrite Inc. will not refund tax amounts collected in the event a valid sales tax certificate is not provided. If you are exempt from sales tax, you must provide us with your sales tax exempt number and fax a copy of your sales tax exempt certificate to Cellebrite Inc.

Please include the following information on your PO for Cellebrite UFED purchase:

- Please include the ORIGINAL QUOTE NUMBER (For example - Q-XXXXX) on your PO
- CONTACT NAME & NUMBER of individual purchasing and bill to address
- E-MAIL ADDRESS of END USER for monthly software update as this is critical for future functionality

I, the undersigned, hereby confirm that I am authorized to sign this Order on behalf the engaging company ("Company"), and I hereby approve that my signature is legally binding upon the Company. By signing this Order I hereby confirm and approve that the terms and conditions with respect to the services described in this Order are the only terms and conditions that apply in this regard, and no other documents and/or forms and/or other terms and conditions shall apply.

DocuSigned by:  58823B22D85843D...		Effective Date:	9/29/2022
Signature	_____		
Name (Print):	Zach Cohen	Title:	VP - SLG
	_____		_____
Signature:	_____	Effective Date:	_____
Name (Print):	_____	Title:	_____

Please sign and email to Susan Spye at susan.spye@cellebrite.com

Commissioners Court - Regular Session**15.****Meeting Date:** 10/11/2022

Approval of Addendum for ARPA Act Purchase(s) from McKesson Medical-Surgical for the Sheriff's Office/Jail

Submitted For: Joy Simonton**Submitted By:** Mary Watson, Purchasing**Department:** Purchasing**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider, and take appropriate action on approving the Addendum between Williamson County and McKesson Medical-Surgical for the purchase of medical equipment for the total amount of \$3,078.97, and authorize the execution of the addendum.

Background

This approval of this Addendum will benefit the Williamson County Jail with the purchase of medical equipment. The attached quote has the details of the items being purchased. Legal, Contract Audit, and Budget have reviewed the addendum. This is being charged to ARPA Funds 445P 6.1 445A Equipment (Under 5k) FY23. The department point of contact is Abigail Dass.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

County Addendum with McKesson Medical-Surgical ARPA funds

McKesson Medical Surgical Redacted Quote

Form Review**Inbox**

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Mary Watson
Final Approval Date: 10/06/2022

Reviewed By

Joy Simonton
Becky Pruitt

Date

10/06/2022 10:07 AM
10/06/2022 10:55 AM
Started On: 09/29/2022 03:24 PM

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

**COUNTY ADDENDUM
FOR ARPA ACT PURCHASE(S)
(McKesson Medical-Surgical)**

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

THIS AGREEMENT is made and entered into by and between **Williamson County, Texas** (hereinafter “Client” or “Customer” or “The County” or “Williamson County”), a political subdivision of the State of Texas, acting herein by and through its governing body, and **McKesson Medical-Surgical** (hereinafter “Service Provider” or “MMS” or “Recipient”). Customer agrees to engage MMS as an independent Contractor, to assist in providing certain goods or operational services pursuant to the following terms, conditions, and restrictions:

I.

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

- A. MMS’s Quote for Williamson County (and any related terms and conditions); and
- B. This County Addendum for Purchase of Goods and Services under ARPA Act funding.

Where there is any conflict between this Addendum and any of the above-referenced Agreement documents or incorporated documents, the terms of this Addendum shall control.

II.

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

III.

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

IV.

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

V.

Relationship of the Parties: Each party to this Agreement, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

VI.

Texas Law Applicable to Indemnification and Limitation of Liability: All indemnifications or limitations of liability shall be to the extent authorized under Texas law.

VII.

Payment: Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date The County receives the goods under the Agreement; (2) the date the performance of the service under the Agreement 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.

VIII.

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

IX.

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

X.

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

XI.

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

XII.

No Assignment: This agreement may not be assigned by either party without prior written consent.

XIII.

Additional Requirements Related to The American Rescue Plan Act (ARPA) (C.F.D.A. 21027):

1. Use of Funds.

- a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
- b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.

2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.

3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.

4. Maintenance of and Access to Records

- a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
- b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
- c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.

6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.

7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.

8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict-of-interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

9. Compliance with Applicable Law and Regulations.

- a. Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it

enters into with other parties relating to this award.

b. Federal regulations applicable to this award include, without limitation, the following:

- i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
- ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
- iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
- iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
- v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
- vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
- vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
- viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
- ix. Generally applicable federal environmental laws and regulations.

c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:

- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
- ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
- iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
- iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and

Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

- v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

10. Remedial Actions. In the event of Recipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.

11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."

14. Debts Owed the Federal Government.

- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.
- b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.

- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

16. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

XIV.

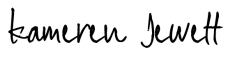
County Judge or Presiding Officer Authorized to Sign Agreement: The presiding officer of Customer's governing body who is authorized to execute this instrument by order duly recorded may execute this addendum on behalf of Customer.

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:

MMS:

Authorized Signature
Date: _____, 2022

DocuSigned by:

B85B612A984648D...

Authorized Signature
Date: 9/27/2022, 2022

From: Penry, Steven [REDACTED]
Sent: Thursday, September 29, 2022 1:50 PM
To: Abigail Dass [REDACTED]
Subject: RE: Quotation Request

Hi Abigail,
Here you go! Please add the \$3.03 fuel surcharge 😊



Order Acknowledgment

McKesson Medical-Surgical Customer Svc Phone: (800) 545-5097 Customer Svc Fax: (844) 885-4597	Sheriff's Office/jail 512-943-1370 Williamson County 306 West 4th St Georgetown, TX 78626 Account Number: [REDACTED] Ship To Number: [REDACTED]
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Order Total	Header Comment	PO Num
\$3,075.94		

Item Num	Qty	UOM	Vendor Abbr	Catalog Num	Full Item Desc	Price	Ext Price
[REDACTED]	1	EA	Mgm148	[REDACTED]	Centrifuge, Clia Approved 6pl	\$386.78	\$386.78
[REDACTED]	2	EA	Drvmed	[REDACTED]	Concentrator, Oxygen Compact 110v 10liter	\$1,344.58	\$2,689.16

Steven S. Penry
Account Manager

512.699.7464 telephone
512.233.2634 fax
800.767.6339 Customer Service

mms.mckesson.com

Commissioners Court - Regular Session**16.****Meeting Date:** 10/11/2022

Jail Magistrate (P540) First Amended and Restated Contract for General Construction

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 the First Amended and Restated Contract for General Construction between Williamson County and J.T. Vaughn Construction, LLC for the Jail Magistrate Court, Elevator Addition and Chiller Addition (P540) that said firm is providing pursuant to the original Agreement for General Construction dated effectively on August 31, 2021.

Background

The First Amended and Restated Agreement for General Construction extends substantial completion by 270 calendar days. Construction and materials delays and the County's focus on other projects resulted in the original commencement date to not occur. Point of contact for this project is Project Manager, Angel Nunez. Funding source is P540

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

GC-AR1-Vaughn

Form Review**Inbox**

Hal Hawes

County Judge Exec Asst.

Form Started By: Wendy Danzoy

Final Approval Date: 10/06/2022

Reviewed By

Hal Hawes

Becky Pruitt

Date

10/03/2022 11:42 AM

10/06/2022 06:54 AM

Started On: 09/29/2022 11:02 AM



FIRST AMENDED AND RESTATED CONTRACT FOR GENERAL CONSTRUCTION

PROJECT: Williamson County Jail Magistrate Court, Elevator Addition, and Chiller Addition ("Project")

**GENERAL
CONTRACTOR:** J. T. Vaughn Construction, LLC ("GC")
10355 Westpark Drive
Houston, TX 77042

**ARCHITECT
& ENGINEER:** Talex, Inc. ("A/E")
Thomas R. Alexander, PE
763 Tumbleweed Trail
Lockhart, TX 78644

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

THIS FIRST AMENDED AND RESTATED CONTRACT FOR GENERAL CONSTRUCTION ("Contract") is made and entered into effective as of the latest date of the signatories indicated at the conclusion of this document (the "Effective Date"), by and between **Williamson County**, a body corporate and politic under the laws of the State of Texas ("County") and GC.

RECITALS

WHEREAS,

WHEREAS, GC and County previously entered that certain Contract for General Construction dated effective August 31, 2021 ("Original Contract") for the **renovation of the magistrate court and supporting spaces, plus the addition of a new elevator and new chiller at the Williamson County Jail** (hereinafter called the "Project"); and

WHEREAS, following complete execution of the Original Contract and prior to GC's commencement of the Work, changes in the Construction Documents became necessary for reasons beyond the parties' control and, GC was not able to perform the work during the time period in which the A/E revised and amended the original Construction Documents; and

WHEREAS, A/E has now revised and amended the original Construction Documents and the GC and County now wish to amend and restate the Original Contract so that GC can commence construction pursuant to and in accordance the new Construction Documents; and

WHEREAS, County desires a GC who will render, diligently and competently in accordance with the highest standards used in the profession, all general contractor services which shall be necessary or advisable for the expeditious, economical, and satisfactory completion of the Project; and

NOW, THEREFORE, County and GC, in consideration of the mutual undertakings herein contained, do mutually agree as follows:

ARTICLE 1 SCOPE OF WORK

GC has overall responsibility for and shall provide complete construction services and furnish all materials, equipment, tools and labor as necessary or reasonably inferable to complete the Work, or any phase of the Work, in accordance with the Specifications and Drawings for the Project and County's requirements. The Specifications and Drawings were prepared for County by A/E. GC shall do everything required by the Contract Documents.

ARTICLE 2 GENERAL PROVISIONS

2.1 Contract Documents.

Contract Documents consist of this Contract and all exhibits and attachments listed, contained, or referenced in this Contract, the Williamson County Uniform General Conditions ("UGCs"), Supplementary or other Conditions, if any, the Drawings, Specifications, Addenda issued prior to the Effective Date of this Contract, The Bid/ Proposal Documents as defined by the Invitation for Bidders/Request for Proposals, and all Change Orders and any other Modifications issued after the Effective Date of this Contract, all of which form this Contract and are as fully a part of this Contract as if attached to this Contract.

2.1.2 Entire Agreement; Extent and Effect of Amended And Restated Contract

This Contract represents the entire and integrated agreement between the Parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Contract, this Contract shall govern. To the extent of any direct conflict or inconsistency between any of the Contract Documents, GC shall immediately notify County and seek clarification from A/E and County. GC and County hereby agree this Contract amends and restates the Original Contract and shall replace, supplant, and supersede the Original Contract as of the Effective Date hereof.

2.1.3

The term "GC" shall be interchangeable with the terms "Proposer," "Bidder," "Respondent," "Contractor," and "General Contractor" or other similar terms as appropriate in the Contract Documents.

2.2 Relationship of the Parties.

GC accepts the relationship of trust and confidence established by this Contract and shall cooperate with A/E and County and exercise GC's skill and judgment in furthering the

interests of County; to furnish efficient construction administration, management services and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with County's interests.

2.3 General Conditions.

2.3.1

The term "Contractor" as used herein or in the UGCs shall mean GC.

2.3.2

The term "Owner" as used herein or in the UGCs shall mean County.

2.3.3

The term "Architect" as used herein or in the UGCs shall mean A/E.

ARTICLE 3 CONTRACT TIME

3.1

County shall provide a Notice to Proceed in which a date for commencement of the work shall be stated. GC shall achieve Substantial Completion of the Work within **Two Hundred Seventy (270) calendar days** after such commencement date. As such completion date may be extended by approved Change Orders. Unless otherwise specified in writing, GC shall achieve Final Completion within **thirty (30) calendar days** of Substantial Completion. The time set forth for completion of the work is an essential element of the Contract.

3.2 Liquidated Damages.

GC acknowledges and recognizes that County is entitled to full and beneficial occupancy and use of the completed Work following expiration of the Contract Time and that County has entered into, or will enter into, binding agreements upon GC's achieving Substantial Completion of the Work within the Contract Time. GC further acknowledges and agrees that if GC fails to complete substantially or cause the Substantial Completion of any Phase of the Work within the Contract Time, County will sustain extensive damages and serious loss as a result of such failure. In the cases of missed scheduled events, which incur exact losses of revenue and exact expenses for fees and other cancellation costs, GC shall be responsible for the exact amount of damages sustained by County. In other cases, the exact amount of such damages will be extremely difficult to

ascertain. Therefore, County and GC agree as set forth below:

3.2.1

Subject to the other terms and conditions herein, if Substantial Completion is not achieved by the date specified above or by such date to which the Contract Time may be extended, the Contract Sum shall be reduced by **Five Hundred Dollars (\$500) per calendar day** as liquidated damages and not as a penalty, until the date of Substantial Completion. Force majeure shall apply relative to both rain/snow delays (acts of nature) and/or supply delays over which GC has no control, and such force majeure delays shall not be subject to such reduction of the Contract Sum.

3.2.2

County may deduct liquidated damages described herein from any unpaid amounts then or thereafter due GC under this Contract. Any liquidated damages not so deducted from any unpaid amounts due GC shall be payable by GC to County at the demand of County, together with the interest from the date of the demand at a rate equal to the prime interest rate as published by the Wall Street Journal on the **first (1st) business day** after such amounts are demanded.

3.2.3

Notwithstanding anything to the contrary in this Contract, if County is unable to recover any portion of liquidated damages in accordance with the terms and conditions herein because it is found to be unenforceable or invalid as a penalty or otherwise, then, County shall be entitled to recover from GC all of County's actual damages in connection with the failure by GC to achieve Substantial Completion of the Work within the Contract Time, including, without limitation, direct, indirect, or consequential damages.

ARTICLE 4 GC REPRESENTATIONS

4.1

In order to induce County to enter into this Contract, GC makes the following representations:

4.1.1

GC has examined and carefully studied the Contract Documents and the other

related data identified in the Bid/Proposal Documents.

4.1.2

GC has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

4.1.3

GC is familiar with and is satisfied as to all federal, state, and local laws and regulations that may affect cost, progress, and performance of the Work.

4.1.4

GC has considered the information known to GC; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by GC, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) GC's safety precautions and programs.

4.1.5

Based on the information and observations referred to in **Paragraph 4.1.4** above, GC does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Sum, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

4.1.6

GC is aware of the general nature of work to be performed by County and others at the Site that relates to the Work as indicated in the Contract Documents.

4.1.7

GC has given A/E written notice of all conflicts, errors, ambiguities, or discrepancies that GC has discovered in the Contract Documents, and the written resolution thereof by A/E is acceptable to GC.

4.1.8

The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 5 THE CONTRACT SUM

5.1 Contract Sum.

County shall pay GC for completion of the Work in accordance with the Contract Documents the amount of Two Million Three Hundred Sixty-Four Thousand Three Hundred Thirty-Nine Dollars (\$ 2,364,339).

5.2 Contract Payments.

Method and terms of payment of the Contract Sum shall be in accordance with the Contract Documents.

5.3 Allowable Overhead and Profit Markup on Changes in the Work.

In case of an increase in the Contract Sum due to a change in the Work and in accordance with UGC 7, the amounts GC may add to the pricing of a change for overhead and profit are as follows:

5.3.1

For Work performed directly by GC with its Own Employees: GC may add up to fifteen percent (15%) for Work performed directly by GC for any specific change.

5.3.2

For Managing Subcontracted Work: GC may add up to ten percent (10%) for managing subcontracted Work for any specific change.

Only one percentage, referenced above, shall be used for the purpose of calculating the markup for a specific change amount. For changes involving both additions and deletions, the allowed markup will be allowed only on the net addition. The allowed markup shall cover all overhead expenses and profit of any kind relating to the specific change.

ARTICLE 6 PROJECT TEAM

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

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

County shall have the right, from time to time, to change the County's Designated Representative by giving GC written notice thereof. With respect to any action, decision, or determination which is to be taken or made by County under this Contract, the County's Designated Representative may take such action or make such decision or determination or shall notify GC in writing of an individual responsible for, and capable of, taking such action, decision, or determination, and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by County's Designated Representative on behalf of County shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by County's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision, or determination hereunder by County's Designated Representative shall be binding on County; *provided, however*, County's Designated Representative shall not have any right to modify, amend, or terminate this Contract or executed Contract Amendment. County's Designated Representative shall not have any authority to execute a Contract Amendment unless otherwise granted such authority by the Williamson County Commissioners Court.

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

**J. T. Vaughn Construction, LLC
Douglas Boram, Sr Project Manager
10355 Westpark Drive
Houston, TX 77042**

GC shall have the right, from time to time, to change GC's Designated Representative by giving County written notice thereof. With respect to any action, decision, or determination which is to be taken or made by GC under this Contract, GC's Designated

Representative may take such action or make such decision or determination, or shall notify County in writing of an individual responsible for and capable of taking such action, decision, or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions, or determinations by GC's Designated Representative on behalf of GC shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by GC's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision, or determination hereunder by GC's Designated Representative shall be binding on GC. GC's Designated Representative shall have the right to modify, amend, and execute Contract Amendments on behalf of GC.

ARTICLE 7 NOTICE

Any notice required to be given under the provisions of this Contract shall be in writing and shall be duly served when it shall have been deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to County or GC at the following addresses. If mailed, any notice or communication shall be deemed to be received **three (3) days** after the date of deposit in the United States Mail. Unless otherwise provided in this Contract, all notices shall be delivered to the following addresses:

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

With copy to: Williamson County Facilities Department
Attn: Director of Facilities
3101 SE Inner Loop
Georgetown, Texas 78626

and to: Office of General Counsel
Williamson County
710 Main Street, Suite 102
Georgetown, Texas 78626

GC: J. T. Vaughn Construction, LLC
10355 Westpark Drive
Houston, TX 77042

Attention: **Danny Thompson, CEO**

Either party may designate a different address by giving the other party **ten (10) days** written notice.

ARTICLE 8 DISPUTE RESOLUTION

Any Claim or Dispute between County and GC shall be resolved in accordance with the provisions set forth in **UGC 15**.

ARTICLE 9 MISCELLANEOUS PROVISIONS

9.1 Meaning of Terms.

Terms in this Contract shall have the same meaning as those in the UGCs.

9.2 No Waiver of Immunity.

Nothing herein shall be construed as a waiver of sovereign immunity by Williamson County.

9.3 Governing Law.

This Contract and all of the rights and obligations of the parties and all of the terms and conditions shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas without reference to its conflicts of law provisions. Williamson County shall be the sole place of venue for any legal action arising from or related to this Contract or the Project in which County is a party.

9.4 Assignment.

County and GC, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Contract. GC shall not assign this Contract without the written

consent of County. If GC attempts to make an assignment without County's consent, GC shall nevertheless remain legally responsible for all obligations under this Contract.

9.5 Other Provisions.

9.5.1

GC represents and warrants the following to County (in addition to any other representations and warranties contained in the Contract Documents), as an inducement to County to execute this Contract, which representations and warranties shall survive the execution and delivery of this Contract, any termination of this Contract, and the final completion of the Work:

- .1 that it and its Subcontractors are financially solvent, able to pay all debts as they mature, and possessed of sufficient working capital to complete the Work and perform all obligations hereunder;
- .2 that it is able to furnish the tools, materials, supplies, equipment, and labor required to complete the Work and perform its obligations hereunder;
- .3 that it is authorized to do business in the State of Texas and properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over it and over the Work and the project;
- .4 that its execution of this Contract and its performance thereof is within its duly authorized powers;
- .5 that its duly authorized representative has visited the site of the Project, familiarized himself with the local and special conditions under which the Work is to be performed, and correlated its observations with the requirements of the Contract Documents; and
- .6 that it possesses a high level of experience and expertise in the business administration, construction, construction management, and superintendence of projects of the size, complexity, and nature of this particular Project, and it will perform the Work with the care, skill, and diligence of such a contractor.

ARTICLE 10

SCOPE OF CONTRACT AND CONTRACT DOCUMENTS

10.1

GC and County hereby agree this Contract amends and restates the Original Contract and shall replace, supplant, and supersede the Original Contract as of the Effective Date hereof and that this Contract represents the entire and integrated agreement between County and GC and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may be amended only by written instrument signed by both County and GC.

10.2

The following documents comprise the Contract Documents:

1. This Contract between County and GC;
2. Exhibit A – Construction Documents
3. Exhibit B – Minimum Insurance Coverages and Minimum Coverage Amounts
4. Exhibit C – Williamson County Vendor Reimbursement Policy
5. Exhibit D – Williamson County Uniform General Conditions

10.3

In the event of a dispute or conflict relating to the terms and conditions of the Contract Documents, applicable documents will be referred to for the purpose of clarification, conflict resolution or for additional detail in the following order of precedence:

1. Contract between County and GC;
2. Special Conditions or Supplementary Conditions (if any);
3. Williamson County Uniform General Conditions;
4. all Addenda issued prior to the Effective Date of the Contract between County and GC; and
5. The Construction Documents

ARTICLE 11 SIGNATORY WARRANTY

The undersigned signatory for GC hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this Contract and that he/she has full and complete authority to enter into this Contract on behalf of the Company. The above-stated representations and warranties are made for the purpose of inducing County to enter into this Contract.

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

GC:

J.T. Vaughn Construction, LLC

By: 

Signature

Danny Thompson

Printed Name

CEO

Title

Date Signed: September 27, 2022

COUNTY:

Williamson County, Texas

By: _____

Signature

Printed Name

Title

Date Signed: _____

Commissioners Court - Regular Session**17.****Meeting Date:** 10/11/2022

Approval of Agreement for Security Alarm Monitoring Services with ADT for Facilities Management

Submitted For: Joy Simonton**Submitted By:** Kim Chappius, Purchasing**Department:** Purchasing**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on approving the Services Contract #202321 between Williamson County and ADT Commercial LLC to provide Security Alarm Monitoring Services to multiple buildings in the not-to-exceed amount of \$15,000 per fiscal year for a 3-year term utilizing the cooperative contract with Omnia Partners #R220701 and authorizing execution of the agreement.

Background

This agreement consolidates the alarm security accounts under one cooperative contract for multiple County facilities as attached. Funding Source for the installation/monthly charge will be 01.0100.0509.004500. Department Point of Contact is Christi Stromberg.

Fiscal Impact

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

Attachments

Agreement and Proposal

Form Review**Inbox**

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Kim Chappius
Final Approval Date: 10/06/2022

Reviewed By

Joy Simonton
Becky Pruitt

Date

10/06/2022 10:44 AM
10/06/2022 10:59 AM
Started On: 10/04/2022 04:01 PM

ADDENDUM TO PURCHASE ORDER, INSTALLATION, OR SERVICE AGREEMENT

Customer:	Williamson County	Date of Purchase Order/Agreement:	October 1, 2022
Project Manager:		Project Name/PO No.:	

THIS ADDENDUM TO PURCHASE ORDER, INSTALLATION, OR SERVICE AGREEMENT is made and entered into, and is attached to and made a part of such Purchase Order/Agreement (the "Agreement") dated above between ADT Commercial LLC (hereinafter "ADTC") and the Customer identified above (Customer).

RECITALS

A. ADTC has been engaged by Customer to install, or service and/or maintain, the Project(s) certain access control, closed circuit television, surveillance, fire detection, intrusion detection and/or other security equipment (herein collectively referred to as the "System"), which is intended to, among other things, avert or detect intrusion, burglary, theft or fire events. In addition, ADTC may have been engaged by Customer to provide certain monitoring, maintenance, inspection, guard or other services in connection with the System (herein collectively referred to as the "Services").

B. The parties acknowledge that (i) the risk of loss, and the potential liability for such losses, exists before, and is independent of, the provision of Services to the Project, (ii) security systems do not create, nor do they increase, the risk or extent of such losses, (iii) ADTC does not and cannot control the situations or events that give rise to the occurrences (burglaries, fires, etc.) or the consequences thereof (property loss, personal injury, etc.) that the System or Services are intended to avert or detect, and (iv) because of the unique nature of the System and Services, the parties have agreed that ADTC's liability should be limited in accordance with the provisions of this Addendum.

AGREEMENTS

Accordingly, for and in consideration of the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. **Applicability.** This Addendum is intended to modify the Agreement as it pertains to the ADTC's Services on the above Project(s). The terms of this Addendum shall control over any conflicting or inconsistent provision of the Agreement or any other agreement between or among Customer and ADTC, and/or any third party with regard to the subject matter hereof.

2. **Monitoring Services.** If Customer has subscribed to Monitoring, Signal Receiving and Notification Services, ADTC shall program the security system to communicate with ADTC's monitoring facility ("Central Station"). When the Central Station receives an alarm signal from Customer's System (an "Alarm Event"), ADTC will make reasonable efforts, consistent with local laws and our response policies, to contact the appropriate local emergency response provider ("Emergency Response Provider" or "ERP"), and the first person designated on Customer's Monitoring Information Schedule. In the event a burglar alarm signal or fire signal registers at the Central Station, ADTC may, in our sole discretion, endeavor to contact the Premises by telephone to verify that the Alarm Event is not a false alarm. Some local governments may place conditions or restrictions on their dispatch of ERPs in response to an Alarm Event, and such conditions or restrictions may require that additional measures be taken to verify the Alarm Event before dispatch. ADTC does not guarantee that such additional measures will be successful or that Emergency Response Providers will be dispatched should an Alarm Event occur. In the event a supervisory signal or trouble signal registers at our Central Station, ADTC shall endeavor to notify the Premises or the first available person designated on Customer's Monitoring Information Schedule. ADTC may, without notice to Customer, in response to governmental or insurance requirements, or otherwise in our sole discretion, alter, amend or discontinue any of our policies and procedures for alarm response. If Customer's police or fire department now or in the future requires physical or visual verification of an emergency condition before responding to a request for assistance, Customer agrees to subscribe to such service if provided by us, or otherwise comply with such requirements. ADTC may charge an additional fee for such service.

In addition, ADTC is subject to various governmental regulations and industry standards designed to reduce false alarms. These regulations and standards may result in practices and procedures that delay the notification of authorities of alarm activations, including, without limitation, programmed delays in Customer's System's communication with our Central Station.

In the event Alarm Verification Service is being furnished, it is mutually understood and agreed that equipment is being installed which, as to certain locations in the Premises, will require the activation of two sensing devices, or a second activation of a single alarm sensor, or a continuous alarm event from a single sensor, in order for an alarm signal to be transmitted. Customer assumes full responsibility for the operation of any and all bypass or switch units provided for disconnecting or reconnecting the alarm sounding and/or transmitting equipment at the Premises.

Customer represents and warrants to ADTC that any vault to be protected by ADTC hereunder by sound or vibration detection systems

has the minimum construction characteristics prescribed by the Underwriters' Laboratories, Inc. Customer agrees to test any ultrasonic, microwave, capacitance or other electronic equipment designated on the Equipment page of this document or on Customer's separate Schedule of Protection prior to setting the alarm System for closed periods, according to procedures established from time to time by ADTC, and to notify ADTC promptly in the event that such equipment fails to respond to the test.

3. **ADTC Not an Insurer.** CUSTOMER AGREES THAT EXCEPT FOR THE LIMITED INDEMNITY PROVIDED IN PARAGRAPH 4(a) BELOW: (A) ADTC IS NOT AN INSURER OF CUSTOMER, PERSONS WORKING OR OTHERWISE PRESENT AT CUSTOMER'S PREMISES, OR OF CUSTOMER'S PREMISES OR ITS CONTENTS; (B) IT IS CUSTOMER'S RESPONSIBILITY TO OBTAIN ADEQUATE INSURANCE COVERING CUSTOMER, CUSTOMER'S PREMISES AND ITS CONTENTS, CUSTOMER'S EMPLOYEES, INVITEES AND OTHER AFFECTED PERSONS AND PROPERTY; (C) OUR CHARGES ARE BASED ON THE DETERRENCE AND OTHER VALUE OF THE EQUIPMENT AND SERVICES ADTC PROVIDES AND OUR LIMITED LIABILITY UNDER THIS CONTRACT, AND NOT ON THE VALUE OF CUSTOMER'S PREMISES OR ITS CONTENTS, OR THE LIKELIHOOD OR POTENTIAL EXTENT OR SEVERITY OF PERSONAL INJURY (INCLUDING DEATH) TO AFFECTED PERSONS; AND (D) THE SYSTEM AND SERVICES MAY NOT ALWAYS OPERATE AS INTENDED FOR VARIOUS REASONS, INCLUDING OUR NEGLIGENCE OR OTHER FAULT. ADTC CANNOT PREDICT THE POTENTIAL AMOUNT, EXTENT, OR SEVERITY OF ANY DAMAGES OR INJURIES THAT MAY BE INCURRED BY CUSTOMER AND OTHER PERSONS, WHICH COULD BE DUE TO THE FAILURE OF THE SYSTEM OR SERVICES TO WORK AS INTENDED. AS SUCH (I) CUSTOMER AGREES THAT THE LIMITS ON OUR LIABILITY, AND THE WAIVERS AND INDEMNITIES SET FORTH IN THIS CONTRACT, ARE A FAIR ALLOCATION OF RISKS AND LIABILITIES BETWEEN CUSTOMER, ADTC AND ANY AFFECTED THIRD PARTIES; (II) CUSTOMER WILL LOOK PRIMARILY TO CUSTOMER'S INSURER FOR FINANCIAL PROTECTION FROM SUCH RISKS AND LIABILITIES, AND (III) EXCEPT AS PROVIDED IN PARAGRAPH 6, CUSTOMER WAIVES ALL OTHER RIGHTS AND REMEDIES AGAINST ADTC THAT CUSTOMER MAY HAVE DUE TO ANY LOSSES OR INJURIES CUSTOMER OR OTHERS INCUR.

4. **ADTC Indemnification.** Notwithstanding any term or condition of the Agreement or other agreement between ADTC and Customer to the contrary:

(a) **In Connection with Work on the Project Site:** ADTC will only hold Customer, its officers, directors, agents and employees harmless from any and all losses, damages, injuries, liabilities or other expenses ("Losses") to the extent directly caused by the negligent acts or omissions of ADTC, its agents or employees, during and within the scope of their employment, while on the Project Site.

(b) **Other:** Notwithstanding the above, ADTC's obligations under paragraph 4(a) shall not apply to any Losses arising out of, resulting from or in any way due or attributable to the condition, non-function, malfunction, faulty design, or failure in any respect of the System or Services to operate or perform as intended (herein, "System Failure Events"), unless such System Failure Events are determined to be caused by, or arise out of, the sole or gross negligence, or intentional misconduct of ADTC, its agents or employees. ADTC's liability for System Failure Events is strictly limited pursuant to paragraphs 5 and 6 below.

5. **System Failure Events.** NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THE AGREEMENT, THE CONTRACT DOCUMENTS, OR ANY OTHER AGREEMENT BETWEEN OR AMONG CUSTOMER, ADTC, OR ANY THIRD PARTY, NEITHER ADTC NOR ANY PERSON OR ENTITY AFFILIATED WITH ADTC SHALL BE LIABLE FOR ANY LOSSES ARISING DIRECTLY OR INDIRECTLY FROM ANY SYSTEM FAILURE EVENTS. IF ADTC OR ANY PERSON OR ENTITY AFFILIATED WITH ADTC IS DETERMINED TO BE LIABLE FOR ANY LOSSES DUE TO A SYSTEM FAILURE EVENT IN ANY RESPECT, THEIR LIABILITY SHALL BE STRICTLY LIMITED TO THE TOTAL AMOUNT PAID UNDER THE AGREEMENT, AS THE AGREED UPON DAMAGES AND NOT AS A PENALTY. THIS AMOUNT IS THE SOLE AND EXCLUSIVE REMEDY UNLESS THE LOSSES ARE DETERMINED TO BE CAUSED BY ADTC'S SOLE OR GROSS NEGLIGENCE (ACTIVE, PASSIVE OR OTHERWISE). This provision shall survive the termination of this Contract and Customer's Account, as well as voluntary payment in full by Customer, any legal proceedings by ADTC to collect a debt owed by Customer, any bankruptcy by Customer, or any sale by ADTC of Customer's Account.

6. **Additional Limitations on Liability.** IN NO EVENT SHALL ADTC NOR ANY PERSON OR ENTITY AFFILIATED WITH ADTC BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECULATIVE, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF BUSINESS, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE, WHETHER BY STATUTE,

IN TORT, AT COMMON LAW, BY STRICT LIABILITY OR IN CONTRACT. NO SUIT OR ACTION SHALL BE BROUGHT AGAINST ADTC FOR FAILURE OF THE SYSTEM OR THE SERVICES IN ANY RESPECT MORE THAN ONE (1) YEAR AFTER THE ACCRUAL OF SUCH CAUSE OF ACTION. This provision shall survive the termination of this Contract and Customer's Account, as well as voluntary payment in full by Customer, any legal proceedings by ADTC to collect a debt owed by Customer, any bankruptcy by Customer, or any sale by ADTC of Customer's Account.

7. **Hazardous Materials.** In all cases except when the project involves new construction, Customer represents and warrants that to the best of Customer's knowledge, the Project Site is free of hazardous materials. As used herein, the term "hazardous materials" shall include but not be limited to asbestos, asbestos-containing material, polychlorinated biphenyl ("PCB"), formaldehyde or other potentially toxic or otherwise hazardous material as classified by applicable state or federal law. If any such substance is discovered on the Project Site, ADTC will not be required to install or service the System unless and until Customer certifies the removal or safe containment of such hazardous materials. Customer agrees to indemnify, defend, and hold ADTC, its officers, directors, and agents harmless from any damages, claims, injuries, liabilities or other expenses resulting from the exposure of ADTC's employees, contractors, or subcontractors to hazardous materials at the Project Site.

8. **Payment.** Nothing in the Agreement shall be construed as a waiver by ADTC of its rights to payment under applicable prompt payment statutes. Further, Customer shall not refuse payment of any retainage due and owing to ADTC without ADTC's written consent and, if such refusal is based on ADTC's performance of the work covered by the Agreement, then ADTC shall be entitled to reasonable notice of the basis for withholding any such retainage and a reasonable opportunity to cure any such defective work.

9. **Force Majeure.** ADTC shall not be responsible for any delays or costs caused by acts of God (such as fires, earthquakes, floods,

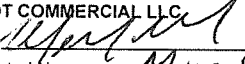
hurricanes, tropical storms, tornadoes, explosions and other severe acts of nature or weather), war, revolutions, acts of terrorism, epidemics, pandemics, contagions, acts of governmental authorities such as expropriation, condemnation, quarantining, executive orders and changes in laws and regulations, strikes, labor disputes or for any other cause beyond ADTC's reasonable control. ADTC shall be entitled to a Change Order and reimbursement for all demonstrable costs incurred due to Force Majeure and an extension of time equivalent to the delay caused by Force Majeure. The parties expressly agree that any delays or costs caused by or related to COVID-19, foreseeable or not, shall be considered a Force Majeure event for purposes of this Agreement.

10. **Continuing Effect.** Except to the extent modified by this Addendum, the terms and conditions of the Agreement shall remain in full force and effect in accordance with its terms. In the event that any provision of the Agreement, as amended by this Addendum, is found invalid or unenforceable pursuant to judicial decree, the remainder of the amended Agreement shall remain valid and enforceable according to its terms. Captions used herein are for convenience only and shall not be deemed a part of the Agreement or this Addendum or be used to construe any of the provisions thereof or hereof. The Agreement, together with this Addendum, and any other documents specifically incorporated by reference therein or herein, constitutes the entire understanding, agreement and contract between the parties hereto, and supersedes any and all prior or contemporaneous oral or written representations or communications with respect to the subject matter hereof, all of which communications are merged herein. Neither party has relied upon any agreement, understanding, representation, warranty, nor covenant not expressly set forth in writing herein. The Agreement may be amended only by a written instrument duly executed by both parties and may not be amended orally or by course of performance. All such amendments or modifications of the Agreement shall be binding upon the parties despite any lack of consideration, so long as the same shall be in writing and executed by the parties hereto.

The terms and conditions of OMNIA Partners Master Contract R220701 "Facility Technology Integration & Security System Services" apply in addition to the ADT Commercial standard terms and conditions. In the event of a conflict of terms, the OMNIA Partners Master Contract R220701 terms will prevail.

IN WITNESS WHEREOF, Customer and ADTC have caused this Addendum to be executed as of the date first written above.

ADT COMMERCIAL LLC

By: 

Printed Name: Mike Schogel

Title: General Manager

By: _____

Printed Name: _____

Title: _____

Powered by Experience.
Driven by Excellence.™

ADT® Commercial

Proposal



Proposal prepared for:

WILLIAMSON COUNTY FACILITIES

Presented by:

Jordan Blake

817-219-3166 | 10/3/2022

Sales Agreement ID: 891474832

Proposal pricing is valid for 30 days

Equipment and Investment Statement for: JP4 Office - 211 W. 6th

Site Information: WILLIAMSON COUNTY JP4 OFFICE, 211 W 6TH ST, TAYLOR, TX 76574

Theory of Operation:

The terms and conditions of OMNIA Partners Master Contract R220701 “Facility Technology Integration & Security System Services” apply in addition to the ADT Commercial standard terms and conditions. In the event of a conflict of terms, the OMNIA Partners Master Contract R220701 terms will prevail.

Description
Monitoring
Signaling
Test & Inspections

Summary of Charges for: JP4 Office - 211 W. 6th	
Installation Price	\$0.00
Total Installation Price*	\$0.00
Total Monthly Recurring Services Charges*	\$64.00
*Plus applicable tax	
Proposal pricing is valid for 30 days	

Equipment and Investment Statement for: Tax Office - 904 S. Main

Site Information: WILLIAMSON CNTY TAX OFFICE, 904 S MAIN ST, GEORGETOWN, TX 78626-5829

Theory of Operation:

The terms and conditions of OMNIA Partners Master Contract R220701 "Facility Technology Integration & Security System Services" apply in addition to the ADT Commercial standard terms and conditions. In the event of a conflict of terms, the OMNIA Partners Master Contract R220701 terms will prevail.

Existing Equipment List:

Quantity	Description
14	SWITCH,HOLDUP WITH ARMOR COVER
1	PC1832PCB - 8 ZONE PCB

Description

Monitoring

Service Plan

Test & Inspections

Summary of Charges for: Tax Office - 904 S. Main	
Installation Price	\$0.00
Total Installation Price*	\$0.00
Total Monthly Recurring Services Charges*	\$62.00
*Plus applicable tax	
Proposal pricing is valid for 30 days	

Equipment and Investment Statement for: Central Maintenance - 3101 SE Inner Loop

Site Information: WILLIAMSON COUNTY-MAINTENANCE BUILDING, 3101 SE INNER LOOP,
GEORGETOWN, TX 78626-6317

Theory of Operation:

The terms and conditions of OMNIA Partners Master Contract R220701 "Facility Technology Integration & Security System Services" apply in addition to the ADT Commercial standard terms and conditions. In the event of a conflict of terms, the OMNIA Partners Master Contract R220701 terms will prevail.

Existing Equipment List:

Quantity	Description
3	IS335, PIR, 35FT, US
1	320 P1 CONTROL PANEL VISTA
5	CONTACT SURFACE MOUNT WHITE
1	LTE COMMUNICATOR-RADIO,CAT-M1,

Description
Monitoring
Service Plan
Signaling
Test & Inspections

Summary of Charges for: Central Maintenance - 3101 SE Inner Loop	
Installation Price	\$0.00
Total Installation Price*	\$0.00
Total Monthly Recurring Services Charges*	\$69.00
*Plus applicable tax	
Proposal pricing is valid for 30 days	

Equipment and Investment Statement for: Courthouse Treasury - 710 S. Main

Site Information: WILLIAMSON COUNTY COURTHOUSE TREASURERS OFFICE, 710 S MAIN ST,
GEORGETOWN, TX 78626-5703

Theory of Operation:

The terms and conditions of OMNIA Partners Master Contract R220701 "Facility Technology Integration & Security System Services" apply in addition to the ADT Commercial standard terms and conditions. In the event of a conflict of terms, the OMNIA Partners Master Contract R220701 terms will prevail.

Existing Equipment List:

Quantity	Description
25	SWITCH,HOLDUP
1	320 P1 CONTROL PANEL VISTA
1	LTE COMMUNICATOR-RADIO,CAT-M1,

Description

Monitoring
Service Plan
Signaling
Test & Inspections

Summary of Charges for: Courthouse Treasury - 710 S. Main	
Installation Price	\$0.00
Total Installation Price*	\$0.00
Total Monthly Recurring Services Charges*	\$80.00
*Plus applicable tax Proposal pricing is valid for 30 days	

Equipment and Investment Statement for: Central Maintenance - 3151 SE Inner Loop

Site Information: WILLIAMSON COUNTY CENTRAL MAINTENANCE BLDG, 3151 SE INNER LOOP,
GEORGETOWN, TX 78626-6342

Theory of Operation:

The terms and conditions of OMNIA Partners Master Contract R220701 "Facility Technology Integration & Security System Services" apply in addition to the ADT Commercial standard terms and conditions. In the event of a conflict of terms, the OMNIA Partners Master Contract R220701 terms will prevail.

Existing Equipment List:

Quantity	Description
1	Encrypted Panic Button Panic1E
1	Super Switch Wireless Takeover Module
1	4G VERIZON LTE CELL RADIO
1	320 P1 CONTROL PANEL VISTA

Description

Monitoring
Service Plan
Signaling
Test & Inspections

Summary of Charges for: Central Maintenance - 3151 SE Inner Loop	
Installation Price	\$0.00
Total Installation Price*	\$0.00
Total Monthly Recurring Services Charges*	\$63.00
*Plus applicable tax	
Proposal pricing is valid for 30 days	

Equipment and Investment Statement for: 508 Rock St. Upgrade - Evidence

Site Information: WILLIAMSON COUNTY FACILITIES, 508 ROCK STREET, GEORGETOWN, TX 78626

Theory of Operation:

The terms and conditions of OMNIA Partners Master Contract R220701 "Facility Technology Integration & Security System Services" apply in addition to the ADT Commercial standard terms and conditions. In the event of a conflict of terms, the OMNIA Partners Master Contract R220701 terms will prevail.

ADT is to replace the existing alarm panel with a new Honeywell panel with onboard IP communication. The new panel will be connected to the network in the IT room directly upstairs from the panel to eliminate any issues caused by poor cell reception in the basement. Also included in the installation is (1) wireless door contact on the double doors coming from the garage, a hardwired contact on the door leading to the elevator lobby, and a motion detector facing the door coming from the garage. The existing keypad will be replaced and a new keypad will be added at the entry door from the elevator lobby. The keypad wire will be dropped from the ceiling using conduit. When the panel goes into alarm a red strobe will be set off in the Warrants office upstairs (room 103).

Included in the monthly service fee is ADT's service plan, annual system inspections, and IP monitoring.

Equipment List:

Quantity	Description	
500	22/4 STR JKT CM/CL2 5C SB WHT	
1	KEYPAD,LCD,TRANSCIVER	6150RF
1	KEYPAD ALHPA ADEMCO	
1	DOOR/WINDOW XMITTER W/MAGNETS	
	5816WMWH	
15	INDIRECT - CONDUIT EMT 1/2 inch per ft.	
2	Handy box 4x2 stl	
1	Handy box cover	
1	Contact 4400A With 4'Armored Cable	
1	! STROBE LIGHT 12VDC 115MA, LENS OPTIONS AMBER, BLUE, CLEAR, RED	
1	DVN-INDOOR 2 TONE SIREN	
	WAVE2	
1	CONTROL,EXPAND 8ZN VISTA,LTE	
	<i>! Please be aware that there is a long lead time to purchase this equipment.</i>	

Existing Equipment List:

Quantity	Description
3	Door Contact
3	Wall PIR

Description

Monitoring

Service Plan

Signaling

Test & Inspections

Summary of Charges for: 508 Rock St. Upgrade - Evidence	
Installation Price	\$2,593.00
Total Installation Price*	\$2,593.00
Total Monthly Recurring Services Charges*	\$61.00
*Plus applicable tax	
Proposal pricing is valid for 30 days	

Equipment and Investment Statement for: Elections Office - 301 Inner Loop Ste. 102

Site Information: WILLIAMSON COUNTY ELECTIONS OFFICE, 301 SE INNERLOOP, STE. 102,
GEORGETOWN, TX 78626

Theory of Operation:

The terms and conditions of OMNIA Partners Master Contract R220701 "Facility Technology Integration & Security System Services" apply in addition to the ADT Commercial standard terms and conditions. In the event of a conflict of terms, the OMNIA Partners Master Contract R220701 terms will prevail.

Existing Equipment List:

Quantity	Description
2	KEYPAD PROTECTION ONE LARGE FIXED ENGLISH
1	320 P1 CONTROL PANEL VISTA
1	WIRELESS,REPEATER
1	LTE COMMUNICATOR-RADIO,CAT-M1,
7	WIRELESS PIR,RESIDENTIAL
10	DOOR/WINDOW XMITTER W/MAGNETS
5	CONTACT SURFACE MOUNT WHITE

Description

Monitoring
Service Plan
Signaling
Test & Inspections

Summary of Charges for: Elections Office - 301 Inner Loop Ste. 102	
Installation Price	\$0.00
Total Installation Price*	\$0.00
Total Monthly Recurring Services Charges*	\$97.00
*Plus applicable tax Proposal pricing is valid for 30 days	

Equipment and Investment Statement for: IT Warehouse - 301 Inner Loop SE (New Panics)

Site Information: WILLIAMSON COUNTY FACILITIES- IT WAREHOUSE, 301 INNER LOOP SE,
GEORGETOWN, TX 78626-7586

Theory of Operation:

The terms and conditions of OMNIA Partners Master Contract R220701 "Facility Technology Integration & Security System Services" apply in addition to the ADT Commercial standard terms and conditions. In the event of a conflict of terms, the OMNIA Partners Master Contract R220701 terms will prevail.

ADT to install three panic buttons to the IT Warehouse alarm system. The panic buttons will be connected to new wireless transmitters, eliminating the need to run wires to the devices.

These three panic buttons are on the right side of main doors - 301 Inner Loop, warehouse panel.

1 is front desk in Suite 105 - ITS - Julie Schultz's desk

2 is desk 1 in Suite 107 - GIS - Cindy Bridges' desk

3 is desk 2 in Suite 107 - GIS - Teresa Baker's desk

Included in the monthly fee is silent alarm (hold-up) services.

Equipment List:

Quantity	Description
1	WIRELESS RECEIVER - HIGH 5881ENH
3	SWITCH,HOLDUP
3	DOOR/WINDOW XMITTER W/MAGNETS 5816WMWH

Existing Equipment List:

Quantity	Description
3	IS335, PIR, 35FT, US
1	320 P1 CONTROL PANEL VISTA
1	LTE COMMUNICATOR-RADIO,CAT-M1,
4	CONTACT SURFACE MOUNT WHITE

Description

Monitoring

Service Plan

Signaling

Test & Inspections

Summary of Charges for: IT Warehouse - 301 Inner Loop SE (New Panics)	
Installation Price	\$916.00
Total Installation Price*	\$916.00
Total Monthly Recurring Services Charges*	\$86.00
*Plus applicable tax	
Proposal pricing is valid for 30 days	

Equipment and Investment Statement for: 3101 SE Inner Loop Bldg. 2

Site Information: WILLIAMSON COUNTY FACILITIES, 3101 SE INNER LOOP, BLDG. 2, GEORGETOWN, TX 78626

Theory of Operation:

The terms and conditions of OMNIA Partners Master Contract R220701 "Facility Technology Integration & Security System Services" apply in addition to the ADT Commercial standard terms and conditions. In the event of a conflict of terms, the OMNIA Partners Master Contract R220701 terms will prevail.

Existing Equipment List:

Quantity	Description
4	Wall PIR
1	320 P1 CONTROL PANEL VISTA
1	LTE COMMUNICATOR-RADIO,CAT-M1,
1	Wired 8-Zone Expander
5	Door Contact
3	Overhead Door Contact

Description

Monitoring

Service Plan

Signaling

Test & Inspections

Summary of Charges for: 3101 SE Inner Loop Bldg. 2

Installation Price	\$0.00
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Total Installation Price*	\$0.00
---------------------------	--------

Total Monthly Recurring Services Charges*	\$70.00
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*Plus applicable tax

Proposal pricing is valid for 30 days

Equipment and Investment Statement for: 909 S. Austin Ave.

Site Information: WILLIAMSON COUNTY FACILITIES, 909 S. AUSTIN AVE., STORAGE BLDG.,
GEORGETOWN, TX 78626

Theory of Operation:

The terms and conditions of OMNIA Partners Master Contract R220701 “Facility Technology Integration & Security System Services” apply in addition to the ADT Commercial standard terms and conditions. In the event of a conflict of terms, the OMNIA Partners Master Contract R220701 terms will prevail.

Existing Equipment List:

Quantity	Description
1	KEYPAD,LCD,TRANSCIVER
1	320 P1 CONTROL PANEL VISTA
1	LTE COMMUNICATOR-RADIO,CAT-M1,
1	Door Contact
1	Overhead Door Contact
3	Wall PIR
2	Glass Break Detector

Description

Monitoring
Service Plan
Signaling
Test & Inspections

Summary of Charges for: 909 S. Austin Ave.	
Installation Price	\$0.00
Total Installation Price*	\$0.00
Total Monthly Recurring Services Charges*	\$69.00
*Plus applicable tax Proposal pricing is valid for 30 days	

Equipment and Investment Statement for: Chemical Storage - 3181 Bldg. 1-G

Site Information: WILLIAMSON COUNTY CHEMICAL STORAGE, 3181 SE INNER LOOP, BUILDING 1-G,
GEORGETOWN, TX 78626

Theory of Operation:

The terms and conditions of OMNIA Partners Master Contract R220701 "Facility Technology Integration & Security System Services" apply in addition to the ADT Commercial standard terms and conditions. In the event of a conflict of terms, the OMNIA Partners Master Contract R220701 terms will prevail.

Existing Equipment List:

Quantity	Description
2	Wall PIR
1	320 P1 CONTROL PANEL VISTA
1	KEYPAD PROTECTION ONE LARGE FIXED ENGLISH
2	Door Contact
1	LTE COMMUNICATOR-RADIO,CAT-M1,

Description

Monitoring

Service Plan

Signaling

Test & Inspections

Summary of Charges for: Chemical Storage - 3181 Bldg. 1-G

Installation Price	\$0.00
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Total Installation Price*	\$0.00
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Total Monthly Recurring Services Charges*	\$70.00
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*Plus applicable tax

Proposal pricing is valid for 30 days

Equipment and Investment Statement for: Wilco. Annex - 412 Vance

Site Information: WILLIAMSON COUNTY ANNEX, 412 VANCE ST, TAYLOR, TX 76574

Theory of Operation:

The terms and conditions of OMNIA Partners Master Contract R220701 “Facility Technology Integration & Security System Services” apply in addition to the ADT Commercial standard terms and conditions. In the event of a conflict of terms, the OMNIA Partners Master Contract R220701 terms will prevail.

Existing Equipment List:

Quantity	Description
8	Panic Button
1	320 P1 CONTROL PANEL VISTA
1	LTE COMMUNICATOR-RADIO,CAT-M1,
1	KEYPAD PROTECTION ONE LARGE FIXED ENGLISH

Description
Monitoring
Service Plan
Signaling
Test & Inspections

Summary of Charges for: Wilco. Annex - 412 Vance	
Installation Price	\$0.00
Total Installation Price*	\$0.00
Total Monthly Recurring Services Charges*	\$67.00
*Plus applicable tax	
Proposal pricing is valid for 30 days	

Equipment and Investment Statement for: Jester Annex - 1801 E. Old Settlers

Site Information: WILLIAMSON COUNTY, 1801 E OLD SETTLERS BLVD, JESTER ANNEX, ROUND ROCK, TX
78664-1905

Theory of Operation:

The terms and conditions of OMNIA Partners Master Contract R220701 "Facility Technology Integration & Security System Services" apply in addition to the ADT Commercial standard terms and conditions. In the event of a conflict of terms, the OMNIA Partners Master Contract R220701 terms will prevail.

Existing Equipment List:

Quantity	Description
22	Panic Button
1	320 P1 CONTROL PANEL VISTA
1	LTE COMMUNICATOR-RADIO,CAT-M1,
1	KEYPAD PROTECTION ONE LARGE FIXED ENGLISH

Description

Monitoring

Service Plan

Signaling

Test & Inspections

Summary of Charges for: Jester Annex - 1801 E. Old Settlers	
Installation Price	\$0.00
Total Installation Price*	\$0.00
Total Monthly Recurring Services Charges*	\$74.00
*Plus applicable tax Proposal pricing is valid for 30 days	

Investment Summary (Non-Leased)

Summary of Charges for: JP4 Office - 211 W. 6th

Installation Price \$0.00

Total Installation Price* \$0.00

Total Monthly Recurring Services Charges* \$64.00

*Plus applicable tax

Proposal pricing is valid for 30 days

Summary of Charges for: Tax Office - 904 S. Main

Installation Price \$0.00

Total Installation Price* \$0.00

Total Monthly Recurring Services Charges* \$62.00

*Plus applicable tax

Proposal pricing is valid for 30 days

Summary of Charges for: Central Maintenance - 3101 SE Inner Loop

Installation Price \$0.00

Total Installation Price* \$0.00

Total Monthly Recurring Services Charges* \$69.00

*Plus applicable tax

Proposal pricing is valid for 30 days

Summary of Charges for: Courthouse Treasury - 710 S. Main

Installation Price \$0.00

Total Installation Price* \$0.00

Total Monthly Recurring Services Charges* \$80.00

*Plus applicable tax

Proposal pricing is valid for 30 days

Summary of Charges for: Central Maintenance - 3151 SE Inner Loop

Installation Price \$0.00

Total Installation Price* \$0.00

Total Monthly Recurring Services Charges* \$63.00

*Plus applicable tax

Proposal pricing is valid for 30 days

Summary of Charges for: 508 Rock St. Upgrade - Evidence

Installation Price	\$2,593.00
Total Installation Price*	\$2,593.00
Total Monthly Recurring Services Charges*	\$61.00
*Plus applicable tax <i>Proposal pricing is valid for 30 days</i>	

Summary of Charges for: Elections Office - 301 Inner Loop Ste. 102

Installation Price	\$0.00
Total Installation Price*	\$0.00
Total Monthly Recurring Services Charges*	\$97.00
*Plus applicable tax <i>Proposal pricing is valid for 30 days</i>	

Summary of Charges for: IT Warehouse - 301 Inner Loop SE (New Panics)

Installation Price	\$916.00
Total Installation Price*	\$916.00
Total Monthly Recurring Services Charges*	\$86.00
*Plus applicable tax <i>Proposal pricing is valid for 30 days</i>	

Summary of Charges for: 3101 SE Inner Loop Bldg. 2

Installation Price	\$0.00
Total Installation Price*	\$0.00
Total Monthly Recurring Services Charges*	\$70.00
*Plus applicable tax <i>Proposal pricing is valid for 30 days</i>	

Summary of Charges for: 909 S. Austin Ave.

Installation Price	\$0.00
Total Installation Price*	\$0.00
Total Monthly Recurring Services Charges*	\$69.00
*Plus applicable tax <i>Proposal pricing is valid for 30 days</i>	

Summary of Charges for: Chemical Storage - 3181 Bldg. 1-G

Installation Price \$0.00

Total Installation Price* \$0.00

Total Monthly Recurring Services Charges* \$70.00

*Plus applicable tax

Proposal pricing is valid for 30 days

Summary of Charges for: Wilco. Annex - 412 Vance

Installation Price \$0.00

Total Installation Price* \$0.00

Total Monthly Recurring Services Charges* \$67.00

*Plus applicable tax

Proposal pricing is valid for 30 days

Summary of Charges for: Jester Annex - 1801 E. Old Settlers

Installation Price \$0.00

Total Installation Price* \$0.00

Total Monthly Recurring Services Charges* \$74.00

*Plus applicable tax

Proposal pricing is valid for 30 days

Total Non-Leased Proposal Option

Installation Price \$3,509.00

Total Installation Price* \$3,509.00

Total Monthly Recurring Services Charges* \$932.00

*Plus applicable tax

Proposal pricing is valid for 30 days

800.799.1204
adt.com/commercial



ADT Security Monitoring and Services-Facilities Management

<u>Site Name</u>	<u>Address</u>	<u>Services</u>	<u>Monthly Service Fee</u>
JP4 Office (183287966)	211 W. 6th St. Taylor, TX	Monitoring	\$64.00
		Signaling	
		Test & Inspection	
Williamson County Facilities (300015405)	3101 SE Inner Loop Bldg. 2 Georgetown, TX	Monitoring	\$70.00
		Signaling	
		Test & Inspection	
		Service Plan	
Storage Building (300015721)	909 S. Austin Ave. Georgetown, TX	Monitoring	\$69.00
		Signaling	
		Test & Inspection	
		Service Plan	
Chemical Storage - Bldg. 1-G (400230053)	3181 SE Inner Loop Georgetown, TX	Monitoring	\$70.00
		Signaling	
		Test & Inspection	
		Service Plan	
Williamson County Annex (800004121)	412 Vance St. Taylor, TX	Monitoring	\$67.00
		Signaling	
		Test & Inspection	
		Service Plan	
Tax Office (950133508)	904 S. Main St. Georgetown, TX	Monitoring	\$62.00
		Signaling	
		Test & Inspection	
Maintenance Building (950328174)	3101 SE Inner Loop Georgetown, TX	Monitoring	\$69.00
		Signaling	
		Test & Inspection	
		Service Plan	
Courthouse Treasury (950333410)	710 S. Main St.	Monitoring	\$80.00
		Signaling	
		Test & Inspection	
		Service Plan	
Williamson County Central Maintenance -950538351	3151 SE Inner Loop Georgetown, TX	Monitoring	\$63.00
		Signaling	
		Test & Inspection	
		Service Plan	

Jester Annex (950555837)	1801 E. Old Settlers Blvd. Georgetown, TX	Monitoring	\$74.00
		Signaling	
		Test & Inspection	
		Service Plan	
Williamson County Facilities (950623755)	508 Rock St. Georgetown, TX	Monitoring	\$61.00
		Signaling	*Replacement cost \$2593.00
		Test & Inspection	
		Service Plan	
Elections Office (300032534)	301 SE Innerloop Ste. 102	Monitoring	\$97.00
		Signaling	
		Test & Inspection	
		Service Plan	
IT Warehouse (950357441)	301 SE Innerloop	Monitoring	\$86.00
		Signaling	Install Three Panic Button-\$916.00
		Test & Inspection	
		Service Plan	

Commissioners Court - Regular Session**18.****Meeting Date:** 10/11/2022

Authorize Issuing Advertisement for IFB #23IFB1 Metal Beam Guard Fence (MBGF) In Place for Road and Bridge

Submitted For: Joy Simonton**Submitted By:** Stephanie Robles, Purchasing**Department:** Purchasing**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids under IFB #23IFB1 Metal Beam Guard Fence (MBGF) In Place for Road and Bridge Department.

Background

Williamson County is seeking qualified companies to provide experienced Metal Beam Guard Fence (MBGF) crews and materials to remove existing deteriorated/damaged MBGF and replace or install new MBGF. Budgeted amount: \$200,000.00. Funding source: 0200-0210-003599. The point of contact is Terron Evertson.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Stephanie Robles

Final Approval Date: 10/06/2022

Reviewed By

Joy Simonton

Becky Pruitt

Date

10/06/2022 10:46 AM

10/06/2022 10:59 AM

Started On: 10/05/2022 01:40 PM

Commissioners Court - Regular Session**19.****Meeting Date:** 10/11/2022

Preliminary plat for the Overlook at Weir subdivision – Pct 4

Submitted For: Terron Evertson**Submitted By:** Adam Boatright, Infrastructure**Department:** Infrastructure**Division:** Road & Bridge**Agenda Category:** Consent

Information**Agenda Item**

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

Background

This proposed subdivision consists of 9 lots and no new roads on 24.7 acres.

Timeline

2022-07-06 – initial submittal of preliminary plat application

2022-08-04 – 1st review complete with comments

2022-08-19 – 2nd submittal of preliminary plat

2022-09-01 – 2nd review complete with comments

2022-09-29 – 3rd submittal of preliminary plat

2022-09-29 – 3rd review complete with comments clear

2022-10-06 – preliminary plat placed on the October 11, 2022 Commissioners Court agenda for consideration

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

preliminary plat - Overlook at Weir

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Adam Boatright

Final Approval Date: 10/06/2022

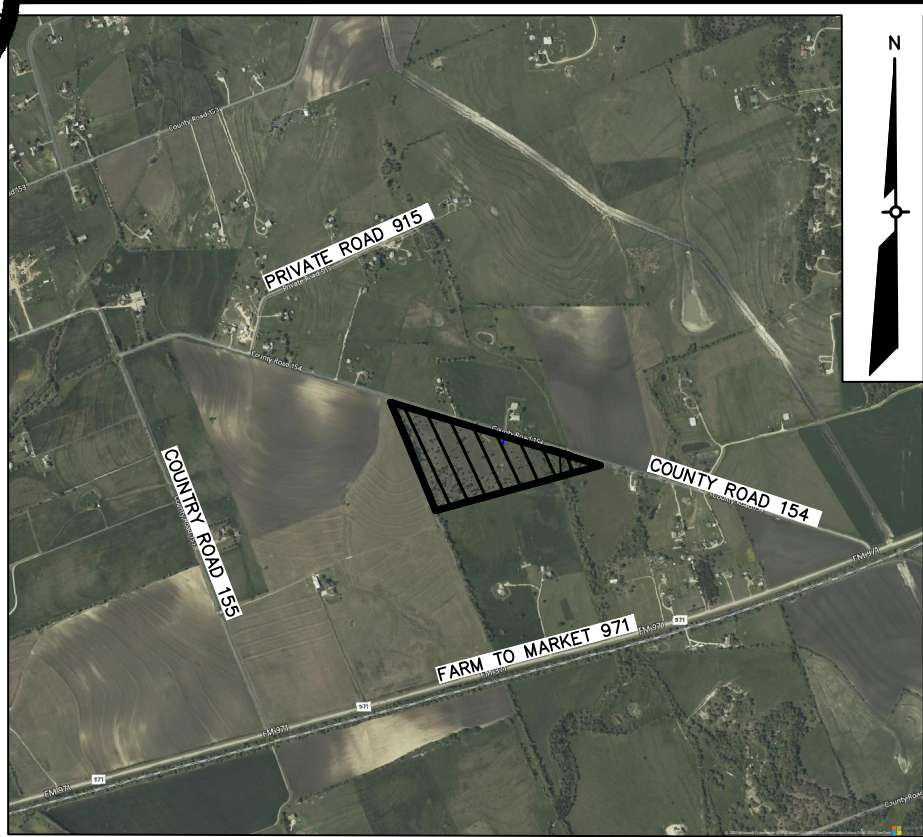
Reviewed By

Becky Pruitt

Date

10/06/2022 11:59 AM

Started On: 10/06/2022 11:53 AM

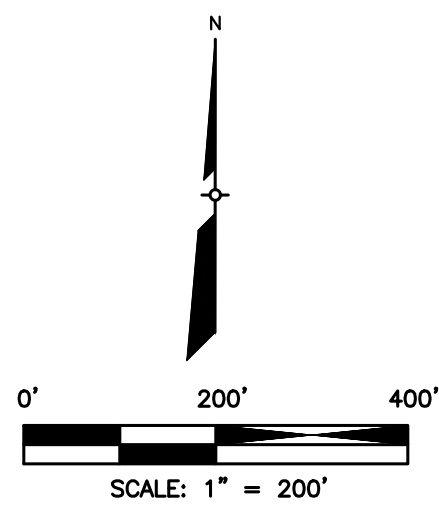


LOCATION MAP
1"=2,000'

PRELIMINARY PLAT OF THE OVERLOOK AT WEIR SUBDIVISION

24.68 ACRES

A 24.68 ACRE TRACT OF LAND, OUT OF THE B.M. HATFIELD SURVEY,
ABSTRACT NO. 306, SITUATED IN WILLIAMSON COUNTY, TEXAS
WILLIAMSON COUNTY, TEXAS

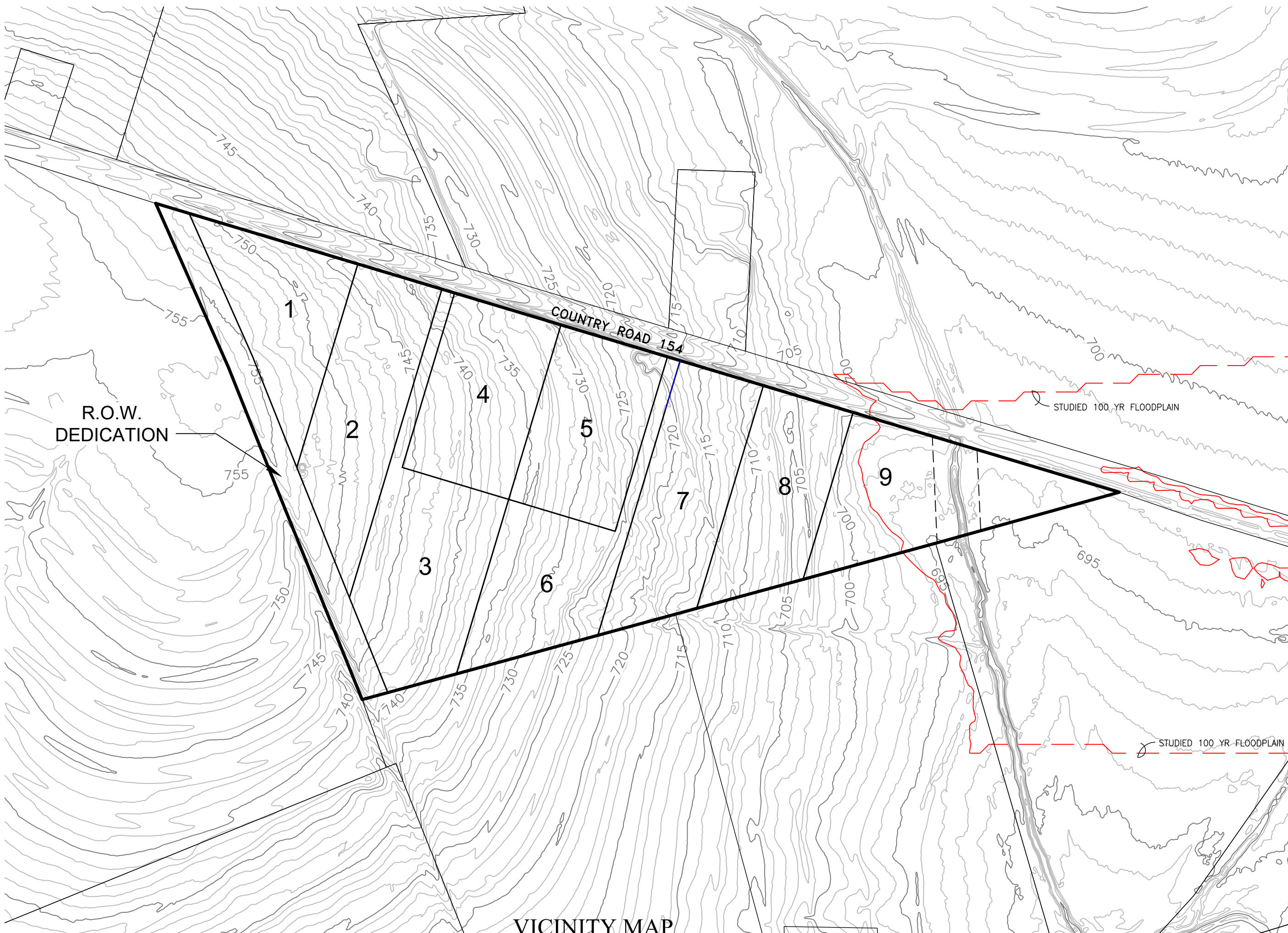


LEGEND	
●	DENOTES BENCHMARK (SEE NOTE)
○	DENOTES 1/2" ST. SK. SET
○	DENOTES 1/2" ST. SK. FND.
D.E.	DRAINAGE EASEMENT
P.W.S.E.	POLONIA WATER SERVICE EASEMENT
O.P.R.B.C.T.	OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS
■	CONCRETE MONUMENT
—	BOUNDARY LINE
—	PROPERTY LINE
---	R.O.W. LINE
---	UTILITY OR DRAINAGE EASEMENTS
BLOCK A	BLOCK NUMBER

BUILDING SETBACKS

UNLESS SHOWN OTHERWISE HEREON, THE FOLLOWING BUILDING SETBACKS SHALL APPLY:

FRONT STREET - 25 FT.
SIDE STREET - 15 FT.
SIDE YARD - 5 FT.
REAR YARD - 10 FT.



FOR REVIEW ONLY
NOT FOR CONSTRUCTION
DATE: 8-16-2022

PARCEL LINE TABLE		
LINE#	LENGTH	DIRECTION
L1	60.42	S74°45'00"W
L2	79.03	S73°18'47"E
L3	30.00	S73°18'47"E
L4	30.00	S73°18'47"E
L5	28.50	N21°44'12"W

OWNER'S NAMES:
JAMES BLAMEY
2126 CR 154 24, LLC.
901 S. MOPAC EXPY, BLDG. 2, STE. 150
AUSTIN, TX 78646

SURVEYOR'S COMPANY NAME AND CONTACT INFORMATION:
GEORGE E. LUCAS
REGISTERED PROFESSIONAL SURVEYOR NO. 4160,
CELCO SURVEYING FIRM REGISTRATION NO. 10193975
2205 STONECREST PATH
NEW BRAUNFELS, TEXAS, 78130

ENGINEER'S COMPANY NAME AND CONTACT INFORMATION:
HUGO ELIZONDO, JR., REGISTERED PROFESSIONAL ENGINEER NO. 69781
CUATRO CONSULTANTS, LTD.
3601 KYLE CROSSING, SUITE A
KYLE, TEXAS 78640

DATE: MAY 17, 2022

ACREAGE OF TOTAL SITE: 24.68 ACRES

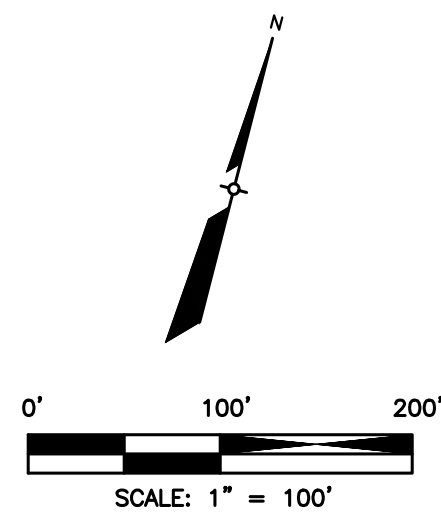
TOTAL NUMBER OF BLOCKS: 1 BLOCKS

TOTAL NUMBER OF LOTS: 9 LOTS TOTAL
• 9 - RESIDENTIAL

PRELIMINARY PLAT OF THE OVERLOOK AT WEIR SUBDIVISION

24.68 ACRES

A 24.68 ACRE TRACT OF LAND, OUT OF THE B.M. HATFIELD SURVEY,
ABSTRACT NO. 306, SITUATED IN WILLIAMSON COUNTY, TEXAS
WILLIAMSON COUNTY, TEXAS

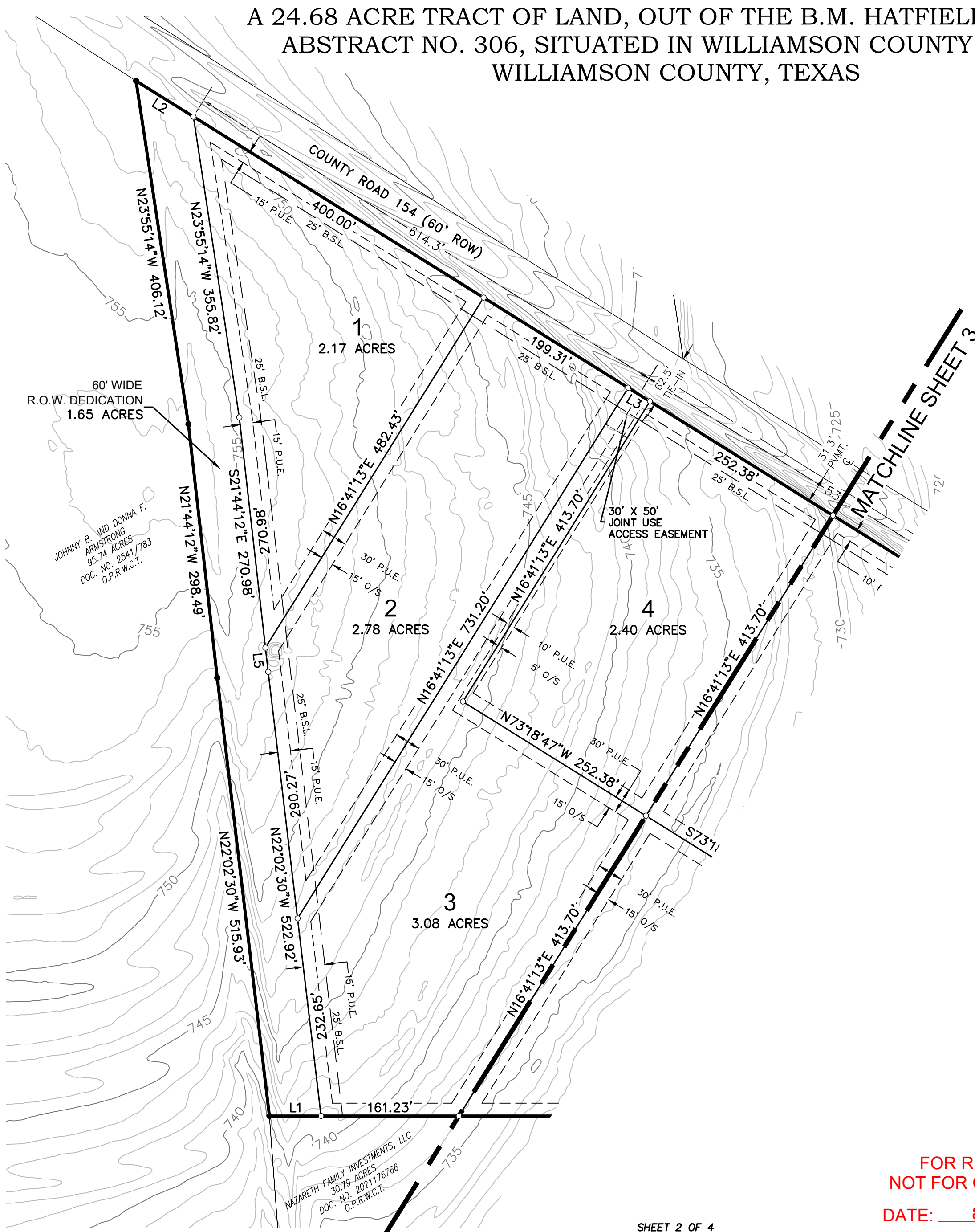


LEGEND	
●	DENOTES BENCHMARK (SEE NOTE)
○	DENOTES 1/2" ST. SK. SET
○	DENOTES 1/2" ST. SK. FND.
D.E.	DRAINAGE EASEMENT
P.W.S.E.	POLONIA WATER SERVICE EASEMENT
O.P.R.B.C.T.	OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS
■	CONCRETE MONUMENT
—	BOUNDARY LINE
—	PROPERTY LINE
---	R.O.W. LINE
---	UTILITY OR DRAINAGE EASEMENTS
BLOCK A	BLOCK NUMBER

BUILDING SETBACKS

UNLESS SHOWN OTHERWISE HEREON, THE FOLLOWING BUILDING SETBACKS SHALL APPLY:

FRONT STREET - 25 FT.
SIDE STREET - 15 FT.
SIDE YARD - 5 FT.
REAR YARD - 10 FT.



FIELD NOTES

BEING A 24.68 ACRE TRACT OF LAND, OUT OF THE B.M. HATFIELD SURVEY, ABSTRACT NO. 306, SITUATED IN WILLIAMSON COUNTY, TEXAS, CONVEYED BY WARRANTY DEED WITH VENDOR'S LIEN TO 2126 CR 154 24, LLC., RECORDED IN DOCUMENT NO. 2022090811 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, AT A 1/2" IRON ROD SET, LYING IN THE SOUTHWEST RIGHT-OF-WAY LINE OF COUNTY ROAD 154, A PUBLIC ROAD, MARKING THE NORTH CORNER OF A 17.016 ACRE TRACT OF LAND CONVEYED BY UPT DEED TO VELA TOLentino, RECORDED IN DOCUMENT NO. 200609210 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, FOR THE EAST CORNER OF THIS TRACT;

THENCE, NORTH 74°28'54" WEST, A DISTANCE OF 433.03 FEET, ALONG THE SOUTHEAST LINE OF THIS TRACT, COMMON WITH THE NORTHEAST LINES OF SAID STEPHANE K. ECKERT TRACT AND A 12.61 ACRE TRACT CONVEYED BY SPECIAL WARRANTY DEED TO LAURA ECKERT TAYLOR, RECORDED IN DOCUMENT NO. 2018098533 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, TO 1/2" IRON ROD FOUND, LYING IN THE NORTHEAST LINE OF A 25.74 ACRE TRACT OF LAND CONVEYED BY WARRANTY DEED WITH VENDOR'S LIEN TO JOHNNIE B. AND DONNA F. ARMSTRONG, RECORDED IN VOLUME 2541, PAGE 783 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, MARKING THE WEST CORNER OF SAID LAURA ECKERT TAYLOR TRACT, FOR THE SOUTH CORNER OF THIS TRACT;

THENCE, SOUTH 74°45'00" WEST, A DISTANCE OF 1,349.50 FEET, ALONG THE SOUTHEAST LINE OF THIS TRACT, COMMON WITH THE NORTHEAST LINES OF SAID STEPHANE K. ECKERT TRACT AND A 12.61 ACRE TRACT CONVEYED BY SPECIAL WARRANTY DEED TO LAURA ECKERT TAYLOR, RECORDED IN DOCUMENT NO. 2018098533 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, TO 1/2" IRON ROD FOUND, LYING IN THE NORTHEAST LINE OF A 25.74 ACRE TRACT OF LAND CONVEYED BY WARRANTY DEED WITH VENDOR'S LIEN TO JOHNNIE B. AND DONNA F. ARMSTRONG, RECORDED IN VOLUME 2541, PAGE 783 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, MARKING THE WEST CORNER OF SAID LAURA ECKERT TAYLOR TRACT, FOR THE SOUTH CORNER OF THIS TRACT;

THENCE, NORTH 22°02'30" WEST, A DISTANCE OF 515.93 FEET, ALONG THE SOUTHWEST LINE OF THIS TRACT, COMMON WITH THE NORTHEAST LINE OF SAID ARMSTRONG TRACT, TO A 1/2" IRON ROD FOUND, MARKING AN ANGLE CORNER OF SAID ARMSTRONG TRACT, FOR AN ANGLE CORNER OF THIS TRACT;

THENCE, NORTH 21°44'12" WEST, A DISTANCE OF 298.49 FEET, ALONG THE SOUTHWEST LINE OF THIS TRACT, COMMON WITH THE NORTHEAST LINE OF SAID ARMSTRONG TRACT, TO A 1/2" IRON ROD FOUND, MARKING AN ANGLE CORNER OF SAID ARMSTRONG TRACT, FOR AN ANGLE CORNER OF THIS TRACT;

THENCE, NORTH 23°55'14" WEST, A DISTANCE OF 406.12 FEET, ALONG THE SOUTHWEST LINE OF THIS TRACT, COMMON WITH THE NORTHEAST LINE OF SAID ARMSTRONG TRACT, TO A 1/2" IRON ROD FOUND, LYING IN THE SOUTHWEST RIGHT-OF-WAY LINE OF SAID COUNTY ROAD 154, MARKING THE NORTH CORNER OF SAID ARMSTRONG TRACT, FOR THE WEST CORNER OF THIS TRACT;

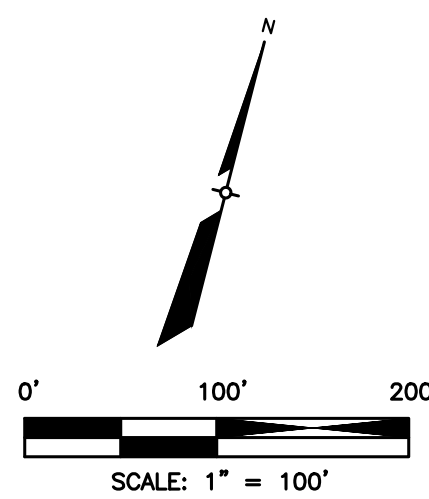
THENCE, SOUTH 73°18'47" EAST, ALONG THE NORTHEAST LINE OF THIS TRACT, COMMON WITH THE SOUTHWEST RIGHT-OF-WAY LINE OF SAID COUNTY ROAD 154, A DISTANCE OF 2,284.25 FEET, TO THE POINT OF BEGINNING, CONTAINING 24.68 ACRES OF LAND, MORE OR LESS.

FOR REVIEW ONLY
NOT FOR CONSTRUCTION
DATE: 8-16-2022

PRELIMINARY PLAT OF
THE OVERLOOK AT WEIR
SUBDIVISION

24.68 ACRES

A 24.68 ACRE TRACT OF LAND, OUT OF THE B.M. HATFIELD SURVEY,
ABSTRACT NO. 306, SITUATED IN WILLIAMSON COUNTY, TEXAS
WILLIAMSON COUNTY, TEXAS



LEGEND	
	DENOTES BENCHMARK
	DENOTES 1/2" ST. SK. SET
	DENOTES 1/2" ST. SK. FND.
	DRAINAGE EASEMENT
	POLONA WATER SERVICE EASEMENT
	OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS
	CONCRETE MONUMENT
	BOUNDARY LINE
	PROPERTY LINE
	R.O.W. LINE
	UTILITY OR DRAINAGE EASEMENTS
	BLOCK NUMBER

BUILDING SETBACKS

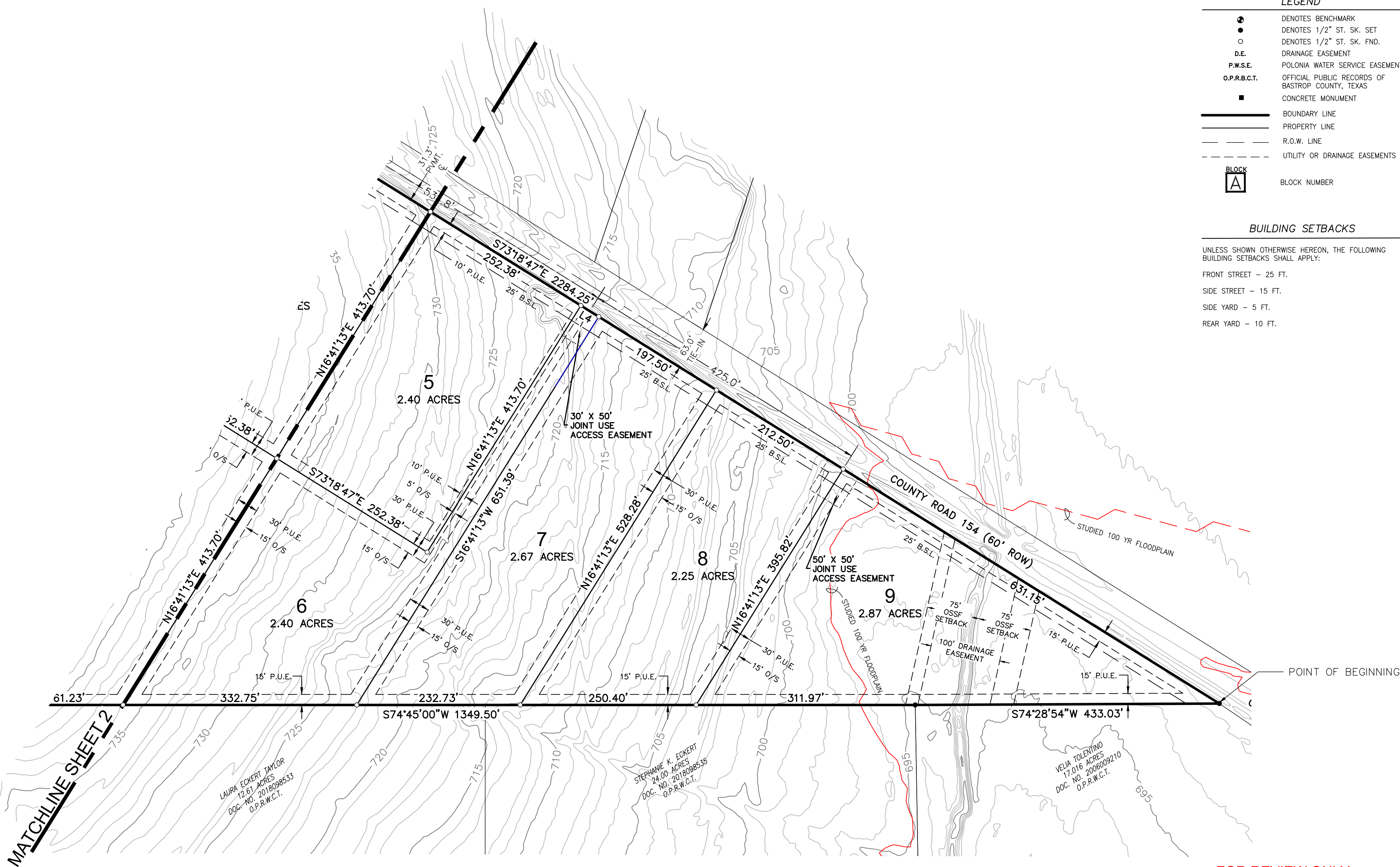
UNLESS SHOWN OTHERWISE HEREON, THE FOLLOWING BUILDING SETBACKS SHALL APPLY:

FRONT STREET - 25 FT.

SIDE STREET - 15 FT.

SIDE YARD - 5 FT.

REAR YARD - 10 FT.



FOR REVIEW ONLY
NOT FOR CONSTRUCTION
DATE: 8-16-2022

SHEET 3 OF 4

PRELIMINARY PLAT OF
THE OVERLOOK AT WEIR
SUBDIVISION

24.68 ACRES

A 24.68 ACRE TRACT OF LAND, OUT OF THE B.M. HATFIELD SURVEY,
ABSTRACT NO. 306, SITUATED IN WILLIAMSON COUNTY, TEXAS
WILLIAMSON COUNTY, TEXAS

SUBDIVISION PLAT NOTES

- THE MINIMUM FFE SHALL BE AT LEAST ONE FOOT ABOVE THE ADJACENT FINISHED GRADE AND BFE. EXCEPTIONS CAN BE MADE AT THE ENTRANCE AND EGRESS POINTS, WHERE NECESSARY, TO MEET THE AMERICANS WITH DISABILITIES ACT (ADA). RECREATIONAL VEHICLE PARKING PADS MUST ALSO BE PLACED AT LEAST ONE FOOT ABOVE BFE.
- MAINTENANCE RESPONSIBILITY FOR DRAINAGE WILL NOT BE ACCEPTANCE 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.
- THE OWNER UNDERSTANDS THAT IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE CITY OR COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS AND REGULATIONS RELATING TO THE ENVIRONMENT, INCLUDING BUT NOT LIMITED TO THE ENDANGERED SPECIES ACT, STATE AQUIFER REGULATIONS AND MUNICIPAL.
- THE LANDOWNER ASSUMES ALL RISKS ASSOCIATED WITH IMPROVEMENTS LOCATED IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENT, BY PLACING ANYTHING IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENT, 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 OF THE OWNER OF THE IMPROVEMENT SHALL BE RESPONSIBLE FOR THE RELOCATION AND/OR REPLACEMENT OF THE IMPROVEMENT.
- 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 RE CAUSING ADVERSE IMPACTS TO THE ROADWAY.
- NO MORE THAN THREE RESIDENCES TOTAL SHALL BE SERVED BY THE SINGLE SHARED DRIVEWAY:
 - LOTS 2,3 AND 4 WILL BE SERVED BY A SINGLE SHARED DRIVEWAY.
 - LOTS 5,6 AND 7 WILL BE SERVED BY A SINGLE SHARED DRIVEWAY.
 - LOTS 8 AND 9 WILL BE SERVED BY A SINGLE SHARED DRIVEWAY.
- A CERTIFICATE OF COMPLIANCE IS HEREBY ISSUED FOR ALL LOTS WITHIN THIS SUBDIVISION. THIS CERTIFICATE OF COMPLIANCE IS VALID UNTIL SUCH TIME AS FEMA OR THE COUNTY REVISES OR NEWLY ADOPTS FLOODPLAIN BOUNDARIES IN THIS VICINITY.
- A 15' WIDE UTILITY EASEMENT IS HEREBY DEDICATED ADJACENT TO ALL STREET RIGHT-OF-WAY ON ALL LOTS.
- ALL EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR THEIR ASSIGNS.
- THIS SUBDIVISION IS NOT LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE ZONE OR ITS CONTRIBUTING ZONE.
- THIS SUBDIVISION IS LOCATED WITHIN THE JURISDICTION OF WILLIAMSON COUNTY.
- BUILDING SETBACK LINES SHALL BE IN ACCORDANCE WITH THE SETBACKS SHOWN HEREON, APPLICABLE OWNER RESTRICTIONS RECORDED IN COUNTY RECORDS OR THE WILLIAMSON COUNTY SUBDIVISION REGULATIONS.
- THE OWNER OF THIS SUBDIVISION AND HIS HEIRS, SUCCESSORS AND ASSIGNS ASSUMES THE RESPONSIBILITY FOR PLANS FOR CONSTRUCTION OF ALL SUBDIVISION IMPROVEMENTS WHICH SHALL COMPLY WITH APPLICABLE CODES, RULES AND REGULATIONS AND REQUIREMENTS OF WILLIAMSON COUNTY, TEXAS AND THE TEXAS COMMISSION OF ENVIRONMENTAL QUALITY WHICH ARE IN EFFECT AND APPLICABLE AT THE TIME THE IMPROVEMENTS ARE DESIGNED AND CONSTRUCTED. THE OWNER UNDERSTANDS THAT PLAT VACATION AND REPLACING MAY BE REQUIRED AT THE OWNERS SOLE EXPENSE IF PLANS TO CONSTRUCT THIS SUBDIVISION DO NOT COMPLY WITH SUCH CODES AND STANDARDS.
- EACH DWELLING CONSTRUCTED OR PLACED ON THE SUBDIVISION SHALL BE CONNECTED TO A PRIVATE SEPTIC SYSTEM MEETING THE SPECIFICATIONS AND REQUIREMENTS OF THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY, CHAPTER 285, AND WILLIAMSON COUNTY.
- WATER SERVICE IS PROVIDED BY PRIVATE WELLS. WASTEWATER SERVICE IS PROVIDED BY ON-SITE SEWAGE FACILITY.
- PROPOSED WELLS MUST BE LOCATED 50 FEET FROM THE PROPERTY LINE.
- THERE ARE NO CEMETERY SITES, EXISTING OR PROPOSED SCHOOL SITES OR OTHER PUBLIC SITES PROPOSED WITH THIS SUBDIVISION.
- AN EASEMENT 15 FEET IN WIDTH IS HEREBY DEDICATED ALONG EACH INTERIOR SIDE LOT LINE AND EACH REAR LOT LINE FOR PUBLIC UTILITIES.
- THIS SITE IS LOCATED WITHIN ZONE X, THE AREA OF MINIMAL FLOOD HAZARD, PER FEMA FIRM PANELS 48491C0315F, 48491C0320F AND 48491C0325F DATED DECEMBER 20, 2019. HOWEVER, A DRAINAGE STUDY WAS COMPLETED FOR THIS SITE PER WILLIAMSON COUNTY REQUIREMENTS SINCE THE TOTAL DRAINAGE AREA EXCEEDED 60 ACRES. PART OF THIS TRACT IS LOCATED WITHIN A 100 YR FLOODPLAIN ESTABLISHED BY THE DRAINAGE STUDY.
- THE MINIMUM FINISHED FLOOR ELEVATIONS SHOWN ON THIS PLAT WERE DETERMINED BY ADDING ONE (1) FOOT TO THE BASE FLOOD ELEVATION (BFE) AS DETERMINED BY A STUDY PREPARED BY CUATRO CONSULTANTS, LTD. APPROVED 2022.
- THERE ARE NO PROPOSED ROADWAYS ASSOCIATED WITH THIS PROJECT. ALL LOTS SHALL BE SERVICED FROM THE EXISTING COUNTY ROAD 154.
- THIS DEVELOPMENT IS CONSIDERED EXEMPT FROM ON-SITE STORMWATER DETENTION CONTROLS BASED ON WILLIAMSON COUNTY SUBDIVISION REGULATION 811.1-3, WHICH STATES THAT A PROPOSED DEVELOPMENT MAY BE CONSIDERED EXEMPT FROM PROVIDING ON-SITE STORMWATER DETENTION IF ALL LOTS ARE 2 ACRES OR MORE AND LESS THAN 20% OF IMPERVIOUS COVER PER LOT.

STATE OF TEXAS
COUNTY OF HAYS COUNTY

I, HUGO ELIZONDO, JR., REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS SUBDIVISION IS NOT IN THE EDWARDS AQUIFER RECHARGE ZONE AND IS NOT ENVELOPED BY A ZONE A FLOOD AREA AS DENOTED HEREON, AND AS DEFINED BY FEDERAL EMERGENCY MANAGEMENT ADMINISTRATION FLOOD HAZARD BOUNDARY MAP, COMMUNITY PANEL NUMBER 48491C0285E, EFFECTIVE DATE SEPTEMBER 26, 2009, AND THAT EACH LOT CONFORMS TO THE CITY OF GEORGETOWN REGULATIONS.

THE FULLY DEVELOPED, CONCENTRATED STORM WATER RUNOFF RESULTING FROM THE ONE HUNDRED (100) YEAR FREQUENCY STORM IS CONTAINED WITHIN THE DRAINAGE EASEMENTS SHOWN AND OR PUBLIC RIGHTS-OF-WAY DEDICATED BY THIS PLAT.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT KYLE, HAYS COUNTY, TEXAS, THIS _____ DAY OF _____, 2022.

HUGO ELIZONDO, JR.,
REGISTERED PROFESSIONAL ENGINEER NO. 69781
CUATRO CONSULTANTS, LTD., FIRM REGISTRATION NO. F-3524
3601 KYLE CROSSING, SUITE A
KYLE, TEXAS 78940

STATE OF TEXAS
COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS, 2126 CR 154 24, LLC., BEING THE OWNERS OF A 24.68 ACRE TRACT OF LAND, OUT OF THE B.M. HATFIELD SURVEY, ABSTRACT NO. 306, SITUATED IN WILLIAMSON COUNTY, TEXAS CONVEYED BY WARRANTY DEED WITH VENDOR'S LIEN TO 2126 CR 154 24, LLC., RECORDED IN DOCUMENT NO. 2022020811 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DO HEREBY SUBDIVIDE 24.68 ACRES OF LAND, TO BE KNOWN AS "THE OVERLOOK AT WEIR SUBDIVISION" IN ACCORDANCE WITH THE PLAT SHOWN HEREON, SUBJECT TO ANY AND ALL EASEMENTS AND RESTRICTIONS HERETOFORE GRANTED, AND DOES HEREBY DEDICATE TO THE PUBLIC THE USE OF THE STREETS AND EASEMENTS SHOWN HEREON.

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

JAMES BLAMEY
2126 CR 154 24, LLC
100 E. WHITESTONE BLVD, STE. 184, #218
CEDAR PARK, TEXAS 78613

STATE OF TEXAS
COUNTY OF WILLIAMSON

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE ON THIS THE _____ DAY OF _____, 2022.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

STATE OF TEXAS
COUNTY OF WILLIAMSON

WE, PLAINS CAPITAL BANK, LIEN HOLDER OF THE CERTAIN 24.68 ACRE TRACT OF LAND, OUT OF THE B.M. HATFIELD SURVEY, ABSTRACT NO. 306, SITUATED IN WILLIAMSON COUNTY, TEXAS CONVEYED BY WARRANTY DEED WITH VENDOR'S LIEN TO 2126 CR 154 24, LLC, RECORDED IN DOCUMENT NO. 2022020811 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DO HEREBY SUBDIVIDE 24.68 ACRES OF LAND, TO BE KNOWN AS "THE OVERLOOK AT WEIR SUBDIVISION" IN ACCORDANCE WITH THE PLAT SHOWN HEREON, SUBJECT TO ANY AND ALL EASEMENTS AND RESTRICTIONS HERETOFORE GRANTED, AND DOES HEREBY DEDICATE TO THE PUBLIC THE USE OF THE STREETS AND EASEMENTS SHOWN HEREON.

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

PLAINSCAPITAL BANK, A TEXAS STATE CHARTER BANK
2705 BEE CAVES RD, STE 120
AUSTIN, TX 78746

STATE OF TEXAS
COUNTY OF WILLIAMSON

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE ON THIS THE _____ DAY OF _____, 2022.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

STATE OF TEXAS
COUNTY OF BEAR

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

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT SAN ANTONIO, BEAR COUNTY, TEXAS, THIS _____ DAY OF _____, 2022.

GEORGE E. LUCAS
REGISTERED PROFESSIONAL SURVEYOR NO. 4160, STATE OF TEXAS
CELOO SURVEYING FIRM REGISTRATION NO. 10193975
18018 OVERLOOK LOOP, SUITE 105
SAN ANTONIO, TEXAS 78259

STATE OF TEXAS
COUNTY OF WILLIAMSON

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

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

DATE

STATE OF TEXAS
COUNTY OF WILLIAMSON

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE _____ DAY OF _____, 20____ A.D.

WILLIAMSON COUNTY ADDRESS COORDINATOR

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 OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY. SAID COMMISSIONERS COURT ASSUMES NO OBLIGATION TO BUILD ANY OF THE ROADS, OR OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT, OR OF CONSTRUCTING ANY OF THE BRIDGES OR DRAINAGE IMPROVEMENTS IN CONNECTION THEREWITH. THE COUNTY WILL ASSUME NO RESPONSIBILITY FOR DRAINAGE WAYS OR EASEMENTS IN THE SUBDIVISION, OTHER THAN THOSE DRAINING OR PROTECTING THE ROAD SYSTEM.

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 PLATING 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.

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

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

DATE

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

I, NANCY RISTER, COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE _____ DAY OF _____, 2022 A.D. AT _____

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

OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, IN DOCUMENT NUMBER _____

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, COUNTY CLERK, WILLIAMSON COUNTY, TEXAS

BY: _____ DEPUTY

FOR REVIEW ONLY
NOT FOR CONSTRUCTION
DATE: 8-16-2022

SHEET 4 OF 4

Commissioners Court - Regular Session**20.****Meeting Date:** 10/11/2022

Oath of Office newly elected officials

Submitted By: Becky Pruitt, County Judge**Department:** County Judge**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action to approve the Official Oath of Office for the newly Appointed Officials of Williamson County, Texas.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

CCL5 Oath of Office

Form Review**Inbox**

County Judge Exec Asst. (Originator)

Form Started By: Becky Pruitt

Final Approval Date: 10/06/2022

Reviewed By

Becky Pruitt

Date

10/06/2022 06:59 AM

Started On: 10/04/2022 03:36 PM



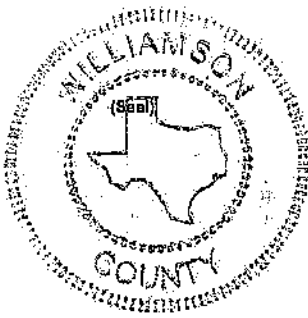
The State of Texas

OATH OF OFFICE

I, William Ward, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of County Court at Law #5 Judge of Williamson County of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State, so help me God.

William E. Ward
Affiant

SWORN TO and subscribed before me by affiant on this 3rd day of October, 2022.



Form #2204

Rick Kennon
Signature of Person Administering Oath
Rick J. Kennon
Printed Name
368th District Judge
Title

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS 2022113976

OATHOFF Fee: \$0.00
10/03/2022 11:19 AM OSALINAS

①

County Clerk Vault



Nancy E. Rister
Nancy E. Rister, County Clerk
Williamson County, Texas

Commissioners Court - Regular Session**21.****Meeting Date:** 10/11/2022

County Attorney Legislative Supplement Budget Amendment 10.11.22

Submitted By: Pam Navarrette, County Auditor**Department:** County Auditor**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional revenues for the County Attorney's Office.

Background

County Attorney supplement received from the state to be paid throughout Fiscal Year 2023.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.335601	Co Atty Salary Supplement	\$84,000.00

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Pam Navarrette

Final Approval Date: 10/06/2022

Reviewed By

Becky Pruitt

Date

10/06/2022 06:59 AM

Started On: 10/05/2022 10:50 AM

Commissioners Court - Regular Session**22.****Meeting Date:** 10/11/2022

County Attorney Legislative Supplement Budget Amendment 10.11.22

Submitted By: Pam Navarrette, County Auditor**Department:** County Auditor**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge expenditures for the County Attorney's Office.

Background

County Attorney supplement received from the state to be paid throughout Fiscal Year 2023.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0475.001927	Co Atty Legislative Supplement	\$48,502.51
	0100.0475.002010	FICA	\$3,710.44
	0100.0475.002020	TCDRS	\$7,599.37
	0100.0475.004902	Co Atty Legislative Supplement	\$24,187.68

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Pam Navarrette

Final Approval Date: 10/06/2022

Reviewed By

Becky Pruitt

Date

10/06/2022 07:00 AM

Started On: 10/05/2022 11:03 AM

Commissioners Court - Regular Session**23.****Meeting Date:** 10/11/2022

City of Bartlett ARPA Agreement

Submitted By: Julie Kiley, County Auditor**Department:** County Auditor**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action to approve a subrecipient grant agreement between Williamson County and City of Bartlett for the Clark Street Lift Station Project serving the community for reimbursement under The American Rescue Plan Act (ARPA).

Background

The Commissioners Court approved funding for Water and Wastewater related projects on May 24, 2022. These projects are being funded through The American Rescue Plan Act (ARPA) Funds. This agreement is a subrecipient grant agreement in the amount of \$50,000.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

City of Bartlett Clark Street Lift Station

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Julie Kiley

Final Approval Date: 10/06/2022

Reviewed By

Becky Pruitt

Date

10/06/2022 07:03 AM

Started On: 10/05/2022 04:27 PM

**SUBRECIPIENT AGREEMENT BETWEEN
WILLIAMSON COUNTY AND CITY OF BARTLETT
FOR THE CLARK STREET LIFT STATION PROJECT**

**WITH FUNDING FROM: ALN
THE AMERICAN RESCUE PLAN ACT (ARPA) (~~C.F.D.A.~~ 21.027)**

This Subrecipient Agreement (“Agreement”) is between Williamson County (the “COUNTY”), a political subdivision of the State of Texas, and CITY OF BARTLETT (“SUBRECIPIENT”), (collectively, the “Parties”), and shall be effective on AUGUST 8TH, 2022 (“Effective Date”). The Parties have reviewed this Agreement and agree to the following:

WHEREAS, on March 11, 2020, the World Health Organization declared COVID-19 a worldwide pandemic; and

WHEREAS, on March 11, 2021, President Joseph Biden signed the American Rescue Plan Act (“ARPA”) to provide support to the State and local governments to respond to the financial impacts of COVID-19 pandemic; and

WHEREAS, the State and Local Fiscal Recovery Funds (“SLRF FUNDS”) authorized the ARPA (C.F.D.A #21.027) are to be used to mitigate the ongoing effects of COVID-19 and support the nation’s pandemic recovery; and

WHEREAS, the COUNTY has received SLRF FUNDS to respond to the continuous impact of COVID-19 as outlined in the Final Rule promulgated by the Department of Treasury (“Treasury”); and

WHEREAS, Treasury has issued guidance for the use of SLRF FUNDS (31 CFR Part 35 and may be found at: <https://www.govinfo.gov/content/pkg/FR-2022-01-27/pdf/2022-00292.pdf>) and will continue to issue guidance and clarification on the appropriate use of these funds; and

WHEREAS, the COUNTY and SUBRECIPIENT find that SLRF FUNDS distributed in accordance with this Agreement shall meet the eligible uses outlined in the Treasury’s Final Rule, and additional guidance; and

WHEREAS, the COUNTY and SUBRECIPIENT find that the program(s) or project(s) and related expenditures outlined in this Agreement is/are eligible under current SLRF FUNDS guidance and rules promulgated by the U.S. Treasury and find that the program(s) or project(s) outlined herein will mitigate the ongoing effects of COVID-19 and support pandemic recovery in Williamson County.

THEREFORE, the Parties agree as follows:

I.
GENERAL OVERVIEW
AND
WATER PROJECT DEFINITIONS

The COUNTY has in good faith determined that this Agreement serves a public purpose. This public purpose includes, but is not limited to, the Subrecipient's efforts to meet the additional needs and services of the community, specifically providing critical support or public interest benefits to local residents as follows: **UPGRADES TO THE CLARK STREET LIFT STATION**.

Additional Scope of Services is set forth in Appendix A, which is attached hereto and incorporated as if copied in full.

Definitions for water and sewer Expenditure Categories must follow the EPA's handbooks. For "clean water" expenditure category definitions, please see:

<https://www.epa.gov/sites/production/files/2018-03/documents/cwdefinitions.pdf>.

For "drinking water" expenditure category definitions, please see:

<https://www.epa.gov/dwsrf/drinking-water-state-revolving-fund-national-information-management-system-reports>.

The Program or Project Budget is set forth in Appendix B, which is attached hereto and incorporated as if copied in full.

II.
PAYMENT

The COUNTY shall make available an amount of up to **\$50,000.00 (FIFTY THOUSAND DOLLARS)** to SUBRECIPIENT from the COUNTY's SLRF FUNDS to reimburse SUBRECIPIENT for expenses related to eligible uses of SLRF FUNDS as outlined in the Treasury's Final Rule, reflected in Appendix B, and in accordance with the terms and conditions outlined below:

Williamson County approves and pays reimbursement requests within thirty (30) days of receipt of a complete request. Errors in the reimbursement request, including insufficient documentation, may result in payment delays. SUBRECIPIENT is responsible for submitting a complete and accurate reimbursement request. Payment is considered made on the date postmarked.

Each reimbursement request must contain the following supporting documentation:

- i. Signed Request for Reimbursement (RFR) form
- ii. General Ledger (monthly, generated from SUBRECIPIENT's accounting system) coinciding with RFR

- iii. Timesheets and Payroll Reports (monthly, generated from SUBRECIPIENT's payroll system) if budget included personnel
- iv. Invoices of all other expenditures
- v. Proof of payment of all expenditures

III. TERM/TERMINATION

This Agreement shall become effective upon signature by both Parties and shall continue in full force and effect until December 31, 2026 unless terminated earlier in accordance with this Agreement. If at any time SUBRECIPIENT state contract is suspended or revoked, or if SUBRECIPIENT becomes excluded, debarred, or suspended from any federal program, this Agreement automatically terminates effective on the date of the suspension, revocation, or exclusion, and SUBRECIPIENT must submit a final, formal statement in the manner set out above and below requesting payment.

The County may immediately terminate this Agreement, without prior notice, if SUBRECIPIENT fails to perform any obligation found herein and the failure:

- i. Creates a potential threat to health or safety: or
- ii. Violated a law, ordinance, or regulation designed to protect health or safety.

Either party may terminate this Agreement without cause giving ninety (90) days written notice to the other party. Upon receipt of notice to terminate, SUBRECIPIENT shall discontinue all services in connection with the performance of this Agreement and shall proceed to promptly cancel all existing orders and contracts insofar as such orders to contracts are chargeable to this Agreement. Any and all assets purchased under this Agreement shall transfer to the County for purposes outlined herein.

Within ninety (90) days after receipt of a notice of termination, SUBRECIPIENT agrees to submit an invoice showing, in detail, the services performed under this Agreement up to and including the date of termination.

Force Majeure: In the event that either Party is unable to perform its any of its obligation under the Agreement or to enjoy any of the benefits because of natural disaster, global pandemic, actions or decrees of governmental bodies or communication line failure not the fault of the affected party (referred to as a "Force Majeure Event"), the party who has been so affected immediately agrees to give notice to the other part and agrees to do everything possible to resume performance. Upon receipt of such notice, the Agreement is immediately suspended. If the period of nonperformance exceeds ten (10) calendar days from the receipt of notice of the Force Majeure Event, the Party whose ability to perform has not been affected may terminate the Agreement immediately by giving written notice to the other Party.

IV. AMENDMENTS

This Contract may not be amended without a written agreement; however, SUBRECIPIENT may move up to 10% of allocated funds within any budget category without written approval of the COUNTY, except for Equipment or Indirect Cost budget line items, if the movement is consistent with the budget in Appendix B. To move any amount over and above a cumulative total of 10% of allocated funds within any budget category, SUBRECIPIENT must submit a written request to COUNTY and receive written approval of same.

V. STANDARDS FOR FINANCIAL MANAGEMENT

In accordance with 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, SUBRECIPIENT will develop, implement and maintain financial management and control systems, which include at a minimum accurate payroll, accounting and financial reporting records, cost source documentation, effective internal and budgetary controls, and determination of reasonableness, allowability and allocability of costs, and timely and appropriate audits and resolution findings.

SUBRECIPIENT shall maintain an effective accounting system, which will:

- i. Identify and record valid transactions
- ii. Record transactions to the proper accounting period in which transactions occurred
- iii. Describe transactions in sufficient detail to permit proper classification
- iv. Maintain records that permit the tracing of funds to a level of detail that establishes that the funds have been used in compliance with contract requirements
- v. Adequately identify the source and application of funds of each grant contract
- vi. Generate current and accurate financial reports in accordance with contract requirements

VI. MONITORING

SUBRECIPIENT agrees that COUNTY will, until the expiration of the federal retention period as referenced in 2 CFR 200.334, have access to and the right to examine at reasonable times any directly pertinent books, papers, and records (hard copy, as well as computer generated data) of the sub-recipient involving transactions related to this Agreement. This right to audit also extends to any obligations assigned to any subcontracts or agreements formed between SUBRECIPIENT and any subcontractors to the extent that those subcontracts or agreements relate to fulfillment of SUBRECIPIENT's obligations to COUNTY under this Agreement. The SUBRECIPIENT agrees that COUNTY will have access during normal working hours to all necessary facilities, staff, and workspace to conduct audits. The COUNTY will provide the SUBRECIPIENT with reasonable advance notice of intended audits. The SUBRECIPIENT must provide records within ten (10) business days or a mutually agreed upon timeline. SUBRECIPIENT may withhold any information that it is mandated to withhold to comply with state or federal law.

VII. ALLOWABLE COSTS

COUNTY payment to SUBRECIPIENT does not preclude COUNTY from determining that certain costs were ineligible for reimbursement. If the COUNTY determines that a cost the COUNTY has paid for is ineligible for reimbursement, the SUBRECIPIENT will refund the ineligible amount to the COUNTY. COUNTY will determine whether costs submitted by SUBRECIPIENT are allowable and eligible for reimbursement. If COUNTY has paid funds to SUBRECIPIENT for unallowable or ineligible costs, COUNTY will notify SUBRECIPIENT in writing, and SUBRECIPIENT shall return the funds to COUNTY within thirty (30) calendar days of the date of this written notice. COUNTY may withhold all or part of any payments to SUBRECIPIENT to offset reimbursement for any unallowable or ineligible expenditure that SUBRECIPIENT has not refunded to COUNTY, or if required financial report(s) are not submitted by the due date(s).

VIII. INDEPENDENT SINGLE OR PROGRAM SPECIFIC AUDIT

If SUBRECIPIENT, within SUBRECIPIENT'S fiscal year, expends a total amount of at least SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$750,000) in federal funds awarded, SUBRECIPIENT shall have a single audit or program-specific audit in accordance with the 2 CFR 200. The \$750,000 federal threshold amount includes federal funds passed through by way of State and local agency awards.

IX. EQUIPMENT

Any purchase of equipment must be consistent with the Uniform Guidance at 2 CFR Part 200 Subpart D. Equipment acquired under this Agreement must be used for the originally authorized purpose. Consistent with 2 CFR 200.313, any equipment acquired using federal funds shall vest in the non-Federal entity.

Procedures for managing equipment must meet the following requirements:

- i. Property records must be maintained that include a description of the property, a serial number or other identification number, the source of funding for the property, name of title holder, acquisition date, cost of the property, percentage of Federal participation in the project costs for the Federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.
- ii. A physical inventory of the property must be taken, and the results reconciled with the property records at least once every two years.
- iii. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.
- iv. Adequate maintenance procedures must be developed to keep the property in good condition.
- v. If the non-Federal entity is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.

Disposition. When original or replacement equipment acquired under this Agreement is no longer needed or in use for the project or program outlined herein, SUBRECIPIENT must request disposition instructions from the COUNTY.

X.
LEGAL COMPLIANCE, PERFORMANCE MEASUREMENT,
AND REQUIRED REPORTING

SUBRECIPIENT shall comply with all applicable federal, state and local laws and regulations governing the expenditure of funds under this Agreement, including but not limited to additional requirements for U.S. Department of The Treasury Coronavirus Local Fiscal Recovery Fund award terms and conditions compliance related to the American Rescue Plan Act (ARPA) (C.F.D.A. 21.027). SUBRECIPIENT shall submit to the Williamson County Auditor's office all necessary invoicing and appropriate documentation evidencing expenditures and that said expenditures are Allowable Expenditures. Allowable Expenditures are limited to those expenditures shown in Appendix B. Additional reports and documentation may be required as requested by COUNTY in the approved format.

XI.
DEBARMENT AND SYSTEM FOR AWARD MANAGEMENT

SUBRECIPIENT is not entitled to receive payment under this Agreement for services performed by any personnel who have been excluded, debarred, or suspended under a federal program, unless given explicit permission by the COUNTY. SUBRECIPIENT agrees to maintain an active registration in the System for Award Management (SAM.gov)

XII.
INDEPENDENT CONTRACTORS

It is understood that any relationship created by this Agreement between the Parties shall be that of independent contractors. Under no circumstances shall either Party be deemed an employee of the other nor shall either Party act as an agent of the other Party. Any and all joint venture, joint enterprise, or partnership status is hereby expressly denied, and the Parties expressly state that they have not formed expressly or impliedly a joint venture, joint enterprise, or partnership.

XIII.
SUBCONTRACTING AUTHORITY

SUBRECIPIENT may enter into contracts as necessary for the performance of the scope of services outlined in this Agreement. SUBRECIPIENT agrees to act in good faith and shall comply with all applicable purchasing laws in choosing subcontractors and executing any contracts pursuant to this Agreement.

XIV.

DOCUMENTATION

SUBRECIPIENT shall keep and maintain, for a period not less than five (5) years after December 31, 2026, any and all records relating to use of the SLRF FUNDS described herein.

XV. FORM 1295 COMPLIANCE

SUBRECIPIENT acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties and has acknowledged the completeness of this disclosure by filing Form 1295 "Certificate of Interested Parties" with the Texas Ethics Commission *if required* by Texas Government Code Section 2252.908, as amended.

XVI. NOTICE

Any notice required or permitted to be delivered hereunder shall be deemed to have been given when personally delivered, or if mailed, seventy-two hours after deposit of the same in the United States Mail, postage prepaid, certified, or registered, return receipt requested, properly addressed to the Parties hereto at the respective addresses set forth below, or at such other addresses as they shall specify by written notice delivered to the following addresses:

County;

County Judge
710 Main Street, Suite 101
Georgetown, Texas 78628

and

County Auditor
710 Main Street, Suite 301
Georgetown, Texas 78628

Subrecipient:

Mayor
City of Bartlett
140 W Clark Street
Bartlett, TX 76511

XVII. SEVERABILITY

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not

affect any other provision in this Agreement and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

XVIII.
VENUE AND APPLICABLE LAW

Venue of this Agreement shall be Williamson County, Texas, and the laws of the State of Texas shall govern all terms and conditions.

XIX.
ENTIRE AGREEMENT

This Agreement represents the entire understanding between the Parties and supersedes all prior representations.

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

WILLIAMSON COUNTY:

Authorized Signature

Printed Name

Date: _____, 2022

SUBRECIPIENT:



Authorized Signature

Mayor Pro Tem

Philip W. Weaver
Printed Name

Date: 8/8 _____, 2022

**APPENDIX A – Scope of Services
&
APPENDIX B – Program or Project Budget/Allowable Expenses
(incorporated herein as if copied in full)**

Commissioners Court - Regular Session**24.****Meeting Date:** 10/11/2022

Approval of Purchase of Teammate Analytics Software Maintenance and Exemption from Wolters Kluwer Financial Services for Auditor's Office

Submitted For: Joy Simonton**Submitted By:** Erica Smith, Purchasing**Department:** Purchasing**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on approving the purchase of Teammate Analytics annual software maintenance contract #202323 in the amount of \$18,481.20, and exempting Wolters Kluwer Financial Services, Inc. from competitive bidding requirements per Texas Local Government Code 262.024(a)(7)(D) captive replacement parts or components for equipment.

Background

Approval of this item will support the operations of the Williamson County Auditor's Office. The Teammate Analytics software is currently in place and the Auditor's Office has been using the platform successfully for audit management. This annual maintenance covers the term of 10/1/2022-9/30/2023 for Analytics, Audit Perpetual and Cloud Hosting. Invoice is attached. This expenditure was reviewed by IT and budget. This expenditure will be charged to 01.0100.0495.004505. Department contact is Julie Kiley.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Annual Maintenance Invoice

Form Review**Inbox**

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Erica Smith
Final Approval Date: 10/06/2022

Reviewed By

Joy Simonton
Becky Pruitt

Date

10/06/2022 10:43 AM
10/06/2022 10:59 AM
Started On: 10/05/2022 01:57 PM



Wolters Kluwer
Financial Services

33082 Collection Center Drive
Chicago, IL 60693-0330

Page Number	1
Invoice Number	
Invoice Date	08/17/2022
Payer/MyAccount No	

INVOICE TO:
ATTN TO: Jalyn Morris
Williamson County Texas
710 S Main St Ste 301
GEORGETOWN TX 78626-5700
USA

SHIPPED TO:
Williamson County Texas
710 S Main St Ste 301
GEORGETOWN TX 78626-5700
USA

SOLD TO:
Williamson County Texas
710 S Main St Ste 301
GEORGETOWN TX 78626-5700
USA

CONTROL # 41000052	CUST. P.O.	Due Upon Receipt	START DATE 10/01/2022	END DATE 09/30/2023	ORDERED BY Jalyn Morris
-----------------------	------------	---------------------	--------------------------	------------------------	----------------------------

QTY	ITEM NO	FORM NO AND DESCRIPTION	AMOUNT
1	TM ANALYTICS MNT	TEAMMATE ANALYTICS MAINTENANCE Pricing model: Per User Total No of Users: 6	1,422.00

INVOICE SUBTOTAL 1,422.00
*** TOTAL AMOUNT DUE IN USD*** 1,422.00

APPROVED FOR PAYMENT

Jalyn Morris
Authorized Signature

Date

01.01/00.0495.004505

Budget Line Item

1,422.00
Amount

CEIN 41-1792530 FOR BILLING INQUIRIES, please contact customer support at 1-800-449-8112 Ext 1123642 or
Email customersupportteammate@wolterskluwer.com. Please send correspondence To WKFS Inc.,
Attn: Customer Support, P.O. Box 1457, 6815 Saukview Drive, St. Cloud, MN 56302-1457.
Please visit <https://myaccount.es.wolterskluwer.com> for copies of invoices, credit card or ACH payments,
questions to customer support, account summaries and more!



Wolters Kluwer
Financial Services

INVOICE TO:
Williamson County Texas
710 S Main St Ste 301
GEORGETOWN TX 78626-5700
USA

REMIT TO:
Wolters Kluwer Financial Services Inc.
33082 Collection Center Drive
Chicago, IL 60693-0330

Please check if your address changed and
complete back of form in space provided

☐

CUSTOMER NUMBER	
INVOICE NUMBER	
PAY THIS AMOUNT	1,422.00

Page Number	1
Invoice Number	
Invoice Date	08/17/2022
Payer/MyAccount No	

INVOICE TO:
ATTN TO: Jayln Morris
Williamson County Texas
710 S Main St Ste 301
GEORGETOWN TX 78626-5700
USA

SHIPPED TO:
Williamson County Texas
710 S Main St Ste 301
GEORGETOWN TX 78626-5700
USA

SOLD TO:
Williamson County Texas
710 S Main St Ste 301
GEORGETOWN TX 78626-5700
USA

CONTROL # 41000050	CUST. P.O.	Due Upon Receipt	START DATE 10/01/2022	END DATE 09/30/2023	ORDERED BY Judge Bill Gravell Jr.
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QTY	ITEM NO	FORM NO AND DESCRIPTION	AMOUNT
1	TM+ ADV S HOST MNT	TeamMate+ Gold Hosting Maintenance Pricing model: No of Users Number of Cust Users: 8	9,120.00

INVOICE SUBTOTAL 9,120.00
*** TOTAL AMOUNT DUE IN USD*** 9,120.00

APPROVED FOR PAYMENT

Jayln Morris
Authorized Signature

Date

01.0100.0495.004505

Budget Line Item

9,120.00

Amount

CALL 1-800-449-8112 FOR BILLING INQUIRIES, please contact customer support at 1-800-449-8112 Ext 1123642 or
Email customersupportteam@wolterskluwer.com. Please send correspondence To WKFS Inc.,
Attn: Customer Support, P.O. Box 1457, 6815 Saukview Drive, St. Cloud, MN 56302-1457.
Please visit <https://myaccount.es.wolterskluwer.com> for copies of invoices, credit card or ACH payments,
questions to customer support, account summaries and more!

INVOICE TO:
Williamson County Texas
710 S Main St Ste 301
GEORGETOWN TX 78626-5700
USA

REMIT TO:
Wolters Kluwer Financial Services Inc.
33082 Collection Center Drive
Chicago, IL 60693-0330

Please check if your address changed and
complete back of form in space provided

☐

CUSTOMER NUMBER	
INVOICE NUMBER	
PAY THIS AMOUNT	9,120.00

Page Number	1
Invoice Number	
Invoice Date	08/17/2022
Payer/MyAccount No	

INVOICE TO:
ATTN TO: Jayln Morris
Williamson County Texas
710 S Main St Ste 301
GEORGETOWN TX 78626-5700
USA

SHIPPED TO:
Williamson County Texas
710 S Main St Ste 301
GEORGETOWN TX 78626-5700
USA

SOLD TO: 
Williamson County Texas
710 S Main St Ste 301
GEORGETOWN TX 78626-5700
USA

CONTROL # 41000051	CUST. P.O.	Due Upon Receipt	START DATE 10/01/2022	END DATE 09/30/2023	ORDERED BY .
-----------------------	------------	---------------------	--------------------------	------------------------	-----------------

QTY	ITEM NO	FORM NO AND DESCRIPTION	AMOUNT
1	TM+ SW PRPT MNT	TM+ AUDIT SW PERPETUAL MAINTENANCE Pricing model: User Band + Incremental Number of Cust Users: 8	7,939.20
1	TM+A OFFLINE P MNT	TM+A OFFLINE P MNT TM+ AUDIT OFFLINE PERPETUAL MAINTENANCE Pricing model: No Charge Number of Cust Users: 8	0.00

INVOICE SUBTOTAL 7,939.20
*** TOTAL AMOUNT DUE IN USD*** 7,939.20

APPROVED FOR PAYMENT


Authorized Signature

Date

01.0100.0495.004505

Budget Line Item

7,939.20

Amount

CEIN 41-1792530 FOR BILLING INQUIRIES, please contact customer support at 1-800-449-8112 Ext 1123642 or
Email customersupportteam@wolterskluwer.com. Please send correspondence To WKFS Inc.,
Attn: Customer Support, P.O. Box 1457, 6815 Saukview Drive, St. Cloud, MN 56302-1457.
Please visit <https://myaccount.es.wolterskluwer.com> for copies of invoices, credit card or ACH payments,
questions to customer support, account summaries and more!

INVOICE TO:
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710 S Main St Ste 301
GEORGETOWN TX 78626-5700
USA

REMIT TO:
Wolters Kluwer Financial Services Inc.
33082 Collection Center Drive
Chicago, IL 60693-0330

Please check if your address changed and
complete back of form in space provided

☐

CUSTOMER NUMBER	
INVOICE NUMBER	
PAY THIS AMOUNT	7,939.20

Commissioners Court - Regular Session**25.****Meeting Date:** 10/11/2022

Williamson County Veterans Treatment Court Grant Termination

Submitted By: Brenda Staples, County Court At Law #2**Department:** County Court At Law #2**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action for approving the termination of the 2022-2023 Texas Veterans Court Grant from the Texas Veterans Commission Fund for Veterans Assistance and Williamson County.

Background

Williamson County Court at Law #2 is seeking to terminate a 2022-2023 grant with the Texas Veterans Commission in order to provide an avenue to consolidate all program grant funding under one grant authority in the June 2023 to July 2024 grant cycle.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Grant Termination letter

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Brenda Staples

Final Approval Date: 10/06/2022

Reviewed By

Becky Pruitt

Date

10/06/2022 09:54 AM

Started On: 10/03/2022 01:22 PM

Judge Gravell Letterhead here



Date:

Mr. Thomas Palladino, Executive Director
Mr. James Bracken, FVA Director
Texas Veterans Commission
1700 North Congress Ave. Ste 800
Austin, Texas 78701

Re: 2022-2023 Grant Award GT-VTC22-008

Mr. Palladino and Mr. Bracken:

The needs of the Williamson County Veterans Treatment Court program have shifted. To best serve the needs of our program participants and to ensure the effectiveness of this vital program, we would like to submit an application for the upcoming 2023-2024 FVA grant cycle. To be eligible to do this, we would like to rescind our current grant for the 2022-2023 funding year.

Therefore, we respectfully ask to rescind the current grant for the 2022-2023 funding year.

We greatly appreciate the Texas Veterans Commission's support of our veterans throughout the years and for your consideration of this request.

Sincerely,

Bill Gravell Jr., Judge
Williamson County

Commissioners Court - Regular Session**26.****Meeting Date:** 10/11/2022

Williamson County Veterans Treatment Court Application for Funding through FVA 2023-2024

Submitted By: Brenda Staples, County Court At Law #2**Department:** County Court At Law #2**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on a request to apply for grant funding through the Texas Veterans Commission for support of the Williamson County Veterans Treatment Court.

Background

County Court at Law#2 receives support for the Veterans Treatment court through several grant authorities. This grant would allow us to streamline our financial support into one funding source (The Texas Veterans Commission). Currently, the Veterans Court is supported through State and Federal grants that expire in September/October 2023. This new grant is projected to provide support after the termination of the two Federal and State Grants and will allow the court program to continue without interruption of services.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Grant Questionnaire TVC 2023-2024

Form Review**Inbox**

County Judge Exec Asst.

County Court 2 (Originator)

Form Started By: Brenda Staples

Final Approval Date: 10/06/2022

Reviewed By

Becky Pruitt

Brenda Staples

Date

10/06/2022 07:04 AM

10/06/2022 10:25 AM

Started On: 10/05/2022 05:23 PM

Grant Title/Project Name:	Veterans Treatment Court Support from Texas Veterans Commission
Department:	County Court at Law #2
Requestor:	Brenda Staples
Contact Email:	Brenda.Staples@Wilco.org
Contact Phone Number:	512-943-1568
Start Date:	7/1/2023
End Date:	6/30/2024
Please select request category:	Specialty Treatment Court Support
Describe the purpose of the grant in detail to include all requirements.	Williamson County Court at Law # 2 requests permission to apply for a comprehensive grant with the Texas Veterans Commission (TVC) to cover the costs associated with County Court at Law #2's Veterans Treatment Court. The grant is administered by the TVC Fund for Veterans Assistance (FVA). The FVA has a grant category designed specifically to support Veterans Treatment Courts (VTC) in Texas. The purpose of the grant is to provide much needed support to the jurisdictions that provide specialty treatment courts for Veterans who are involved in the Texas Justice System. The FVA grants are designed to fund Personnel, Training, Equipment, Supplies, Social Services, and Mental Health Treatment. The FVA grant year runs from July 2023 through June 2024, and our VTC court is currently supported by a grant from the Texas Governor (OOG) and federally through the Bureau of Justice Assistance. Both the state and federal grants expire in September and October respectively. Therefore, this year's FVA grant is requested to cover only 9 months of the VTC program (from October 23 through June 2024). Court program applicants are required to verify a veteran's status and provide documentation of eligibility to receive VA support. In addition, the FVA requires monthly and quarterly program and financial reporting. The recipient agent (Williamson County) is required to provide proof of professional liability insurance, IRS tax documentation, proof of annual financial audit, list and terms of current governing body, and resumes of the principal participants of the organization.
Select the type of grant your department is applying for:	State
What is the amount of the grant?	\$227,800.00
Please provide a breakdown of the total cost above.	<u>Personel:</u> To include 75% of Salary and Fringe for the Court Coordinator, Program Manager & Probation Officer) = \$156,890.26 <u>Professional Services:</u> To include Private Practice Mental Health Therapist, Peer Support Coordinator, Alcohol Monitoring devices = \$33,150.00 <u>Training/Travel:</u> To include 4 staff/ team members to attend the National Association of Drug Court Professionals Conference in California and the Texas Association of Specialty Courts Conference in Texas = \$17,886.50 <u>Court/ Emergency Travel:</u> To include gasoline reimbursement for Mentors and/or participants = \$1,275.00 <u>Supplies/Software:</u> To include Database and Mental Health evaluation software licenses; office and program supplies (drug testing kits) = \$11,312.50 <u>Equipment</u> = Cell phone for the Program Manger = \$900

Support Services for Veterans: To include Utilities, Rent/Moving, Vehicle repair or Transportation, Medication Assisted Treatment (MAT) and In-Patient Treatment when necessary = **\$15,375.00**

Is there a match requirement?	No
What is the source of the match?	
Does the grant cover the cost of the request 100%?	Yes
If not, how much is left unpaid?	
What is the plan to obtain grants/funds for the remaining amount?	
List other similar assets in the County and/or region and if they are available for use?	
How is this asset request different from any similar assets currently in the County and/or region?	
What types of events/purpose would this asset be used for that cannot be accomplished with a current County asset?	
How often do these events occur?	
Identify the number of personnel required to operate this asset and/or be available for the function where it is to be used? How much time is required of those personnel? What is the cost of the personnel?	
Where will the asset be stored?	
What is the useful life of the asset?	
Will a replacement be requested from general funds when useful life has been exhausted?	
Will other agencies be billed for the use of this asset (e.g. vendors paid, employee worked hours and paid, inventory costs etc.)?	
Does this asset require insurance coverage?	
If yes, what is the estimate of asset insurance coverage?	
Will this asset require on-going maintenance? Please describe the maintenance required along with an estimate for these costs.	
How will this asset be funded when the grant ends?	
What is the impact if the grant is not received?	

New Personnel position is:	
Where will this position office?	
Who will this position report to?	
What tasks will this position perform? Include the five primary functions and the percentage of time spent to be spent on each function.	
Will this position take over tasks from current County employee?	
If yes, please explain the impact to current employee.	
How will this position be funded when the grant ends?	
Does this position or a similar position currently exist within the department?	
If "yes" how many of these similar positions exist	
Describe any alternatives considered to achieve desired outcome in lieu of a position (i.e. equipment, software, technology or change in business practice).	
Describe how workload will be accomplished/re-allocated should grant not be approved.	
List other similar items in the County and/or region and if they available for use?	n/a
How is this item request different from any similar assets currently in the County and/or region?	n/a
What types of events/purpose would this item be used for that cannot be accomplished with a current County asset?	n/a
Identify the number of personnel required to operate this item and/or be available for the function where it is to be used?	n/a
Please explain how this item will create the need for more or less personnel (or mark n/a for no change)?	n/a
Where will the item be stored?	
What is the useful life of the item?	
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?	
How will this item be funded when the grant ends?	
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.	none
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 Veterans Treatment Court has long existed with the assistance from numerous Federal, State, and local grants. The auditor's office works in tandem with the court coordinator toward submitting reimbursements and program reports on a monthly and quarterly basis. There should be no change to the relationship between the Court and internal/county departments.
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?	
ID	98
Version	3.0
Attachments	False
Created	10/5/2022 5:08 PM
Created By	Brenda Staples
Modified	10/5/2022 5:19 PM
Modified By	Brenda Staples

Commissioners Court - Regular Session**27.****Meeting Date:** 10/11/2022

Transformative Justice Program Resolution

Submitted By: John Pelczar, Juvenile Services**Department:** Juvenile Services**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider, and take appropriate action on FY23 Transformative Justice Program Grant Resolution.

Background

Williamson County Juvenile Services is requesting approval of the Transformative Justice Program Grant Resolution. This will be the fourth and final year of this grant, which ends at the end of May 2023. The grant does require a cash match of 80% for this final year. The total cash match for FY23 is \$200,486 and has been budgeted accordingly.

Fiscal Impact

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

Attachments

FY23 TIDC Grant Resolution

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: John Pelczar

Final Approval Date: 10/06/2022

Reviewed By

Becky Pruitt

Date

10/06/2022 07:02 AM

Started On: 10/05/2022 03:16 PM

2023 Williamson County Resolution
Indigent Defense Improvement Grant Program

WHEREAS, under the provisions of the Texas Government Code § 79.037 and Title I of the Texas Administrative Code Chapter 173, counties are eligible to receive grants from the Texas Indigent Defense Commission to provide improvements in indigent defense services in the county; and

WHEREAS, the Commissioners Court authorizes this grant program to assist the county in the implementation and the improvement of the indigent criminal defense services in this county; and

WHEREAS, Williamson County Commissioners Court has agreed that in the event of loss or misuse of the funds, Williamson County Commissioners Court assures that the funds will be returned in full to the Texas Indigent Defense Commission.

NOW THEREFORE, BE IT RESOLVED and ordered that the County Judge of this county is designated as the Authorized Official to apply for, accept, decline, modify, or cancel the grant application for the Indigent Defense Improvement Grant Program and all other necessary documents to accept said grant; and

BE IT FURTHER RESOLVED that John J. Pelczar is designated as the Program Director and contact person for this grant and the Auditor is designated as the Financial Officer for this grant.

Adopted this _____ day of _____, 2022.

Bill Gravell
County Judge

Attest:

County Clerk

Internet Submission Form

After submitting the Improvement grant application on-line, the following Internet submission confirmation number was received # D20232461120221004. This grant application submission was in accordance with the Commissioners Court Resolution above.

Bill Gravell
County Judge

Commissioners Court - Regular Session**28.****Meeting Date:** 10/11/2022

Approval of Blanket Purchase Order for Fuelman Fuel Cards for 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 a blanket purchase order for fuel to Fuelman Fuel Cards in the amount of \$190,000.00 pursuant to Omnia Partners contract #R211101 valid through 12/31/2024, and authorizing the approval of the purchase.

Background

Approval of this item will support the operations of the Williamson County Sheriff's Office. The blanket purchase order will encumber funds for the first quarter of the fiscal year for the Fuelman Fuel Cards, the system used for Sheriff's Office employees to buy fuel. Budget has approved this purchase. This expenditure will be charged to 01.0100.0560.003301 FY23. Department contact is Pat Erickson.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review**Inbox**

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Mary Watson
Final Approval Date: 10/06/2022

Reviewed By

Joy Simonton
Becky Pruitt

Date

10/06/2022 10:39 AM
10/06/2022 10:58 AM
Started On: 10/04/2022 02:26 PM

Commissioners Court - Regular Session**29.****Meeting Date:** 10/11/2022

Award of RFQ #22RFSQ128 Engineering Services - Schematics and Design

Submitted For: Joy Simonton**Submitted By:** Johnny Grimaldo, Purchasing**Department:** Purchasing**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider, and take appropriate action on awarding RFQ #22RFSQ128 Engineering Services - Schematics and Design of CR 255/CR 289 from CR 254 to Ronald Reagan Blvd. to Seiler Lankes Group in the amount of up to \$400,000.00 and authorize execution of the agreement. Funding Source is P546.

Background

Williamson County sent over 4,700 notifications with ninety (90) document takers and seven (7) submissions received to help staff in the development of schematics and design of CR 255/CR 289 from CR 254 to Ronald Reagan Blvd. The firms were evaluated, and Seiler Lankes Group was selected as the highest rated firm and a contract was negotiated. The funding source is P546, and the point of contact is Kate Wilder.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Professional Service Agreement
Score Sheet
Statement of Qualifications
Recommendation Letter

Form Review**Inbox**

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Johnny Grimaldo
Final Approval Date: 10/06/2022

Reviewed By

Joy Simonton
Becky Pruitt

Date

10/06/2022 10:38 AM
10/06/2022 10:57 AM
Started On: 10/04/2022 02:08 PM

WILLIAMSON COUNTY
CONTRACT FOR ENGINEERING SERVICES

FIRM: Seiler Lankes Group (“Engineer”)
ADDRESS: 11211 Taylor Draper Ln, Suite 100, Austin Tx 78759
PROJECT: **CR 255/CR 289 from CR 254 to Ronald Reagan Boulevard** (“Project”)

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

THIS CONTRACT FOR ENGINEERING 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 Engineer, and such Contract is for the purpose of contracting for professional engineering services.

RECITALS:

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

WHEREAS, County and Engineer desire to contract for such professional engineering services; and

WHEREAS, County and Engineer 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. Engineer warrants that he/she/it has not employed or retained any company or persons, other than a bona fide employee working solely for Engineer, to solicit or secure this Contract, and that he/she/it has not paid or agreed to pay any company or engineer 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. Engineer must sign the Debarment Certification enclosed herewith as **Exhibit A**.

C. Financial Interest Prohibited. Engineer covenants and represents that Engineer, 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 **ENGINEERING SERVICES**

Engineer shall perform Engineering Services as identified in **Exhibit B** entitled “Engineering 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 Engineer to perform one or more tasks of the Engineering 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 Engineer of all Engineering Services and a fee amount agreed upon by the County and Engineer. 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 Engineer’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 Engineer shall promptly notify the County of any event which will affect completion of the Work Authorization, although such notification shall not relieve the Engineer from costs or liabilities resulting from delays in completion of the Work Authorization. Should the review times or Engineering Services take longer than shown on the Work Authorization, through no fault of Engineer, Engineer 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 Engineer is expected to complete the Engineering Services described herein in accordance with the above described Work Authorizations or any Supplemental Work Authorization related thereto. If Engineer does not perform the Engineering 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 Engineering Services are completed in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto. Any Engineering Services performed or costs incurred after the date of termination shall not be eligible for reimbursement. Engineer shall

notify County in writing as soon as possible if he/she/it determines, or reasonably anticipates, that the Engineering Services will not be completed in accordance with an applicable Work Authorization or any Supplemental Work Authorization related thereto.

B. Work Authorizations. Engineer acknowledges that each Work Authorization is of critical importance, and agrees to undertake all reasonably necessary efforts to expedite the performance of Engineering 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, Engineer shall proceed with sufficient qualified personnel and consultants necessary to fully and timely accomplish all Engineering Services required under this Contract in a professional manner.

C. Commencement of Engineering Services. After execution of this Contract, Engineer shall not proceed with Engineering Services until Engineer 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 Engineer agrees to accept up to the amount shown below as full compensation for the Engineering 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 Engineering 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 **four-hundred thousand Dollars (\$400,000.00)** (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 Engineering 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 Engineering 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 Engineer shall receive compensation for only actual fees and costs of the Engineering 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 Engineering Services requested and performed only if approved by a written Contract Amendment signed by both parties.

Engineer shall prepare and submit to County monthly progress reports in sufficient detail to support the progress of the Engineering 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 Engineering Services shall be an absolute condition of payment.

Engineer 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 Engineer without mark-up.

ARTICLE 6

METHOD OF PAYMENT

Payments to Engineer shall be made while Engineering Services are in progress. Engineer shall prepare and submit to Mike Weaver, County's Road Bond Program Manager, not more frequently than once per month, a progress report as referenced in Article 5 above. Such progress report shall state the percentage of completion of Engineering Services accomplished for an applicable Work Authorization or any Supplemental Work Authorization related thereto during that billing period and to date. This submittal shall also include a progress assessment report in a form acceptable to the County Auditor.

Simultaneous with submission of such progress report, Engineer shall prepare and submit one (1) original of a certified invoice to the County's Road Bond Program Manager 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 Engineering Services performed pursuant to this Contract, a separate invoice or itemization of the Additional Engineering Services must be presented with the same aforementioned requirements.

Payments shall be made by County based upon Engineering 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 Engineering Services performed. Engineer 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 Engineer of the responsibility of correcting any errors and/or omissions resulting from his/her/its negligence.

Upon submittal of the initial invoice, Engineer 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 Engineer 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.

Engineer 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 Engineer 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 Engineer and a subcontractor/subconsultant or between a subcontractor/subconsultant and its supplier concerning supplies, materials, or equipment delivered or the Engineering Services performed which causes the payment to be late; or
- D. The invoice is not mailed to the County's Road Bond Program Manager 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 Engineer 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 ENGINEERING SERVICES

The Engineer shall not proceed with any task of the Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and instructed, in writing by the County, to proceed with the applicable Engineering Services. The County shall not be responsible for work performed or costs incurred by Engineer 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. Engineer 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:

County's Road Bond Program Manager
Attn: Michael Weaver
HNTB Corporation
101 E. Old Settlers Blvd., Suite 100
Round Rock, Texas 78664_

County shall have the right, from time to time, to change the County's Designated Representative by giving Engineer 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 Engineer 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.

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

Gerald Lankes, PE
11211 Taylor Draper Ln.
Suite 100
Austin, Tx 78759

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

ARTICLE 10

PROGRESS EVALUATION

Engineer shall, from time to time during the progress of the Engineering Services, confer with County at County's election. Engineer shall prepare and present such information as may be pertinent and necessary, or as may be reasonably requested by County, in order for County to evaluate features of the Engineering Services. At the request of County or Engineer, conferences shall be provided at Engineer's office, the offices of County, or at other locations designated by County. When requested by County, such conferences shall also include evaluation of the Engineering Services. County may, from time to time, require Engineer to appear and provide information to the Williamson County Commissioners Court.

Should County determine that the progress in Engineering Services does not satisfy an applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall review same with Engineer to determine corrective action required.

Engineer shall promptly advise County in writing of events which have or may have a significant impact upon the progress of the Engineering Services, including but not limited to the following:

- A. Problems, delays, adverse conditions which may materially affect the ability to meet the objectives of an applicable Work Authorization or any Supplemental Work Authorization related thereto, or preclude the attainment of Project Engineering Services units by established time periods; and such disclosure shall be accompanied by statement of actions taken or contemplated, and County assistance needed to resolve the situation, if any; and
- B. Favorable developments or events which enable meeting goals sooner than anticipated in relation to an applicable Work Authorization's or any Supplemental Work Authorization related thereto.

ARTICLE 11

SUSPENSION

Should County desire to suspend the Engineering Services, but not to terminate this Contract, then such suspension may be effected by County giving Engineer 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 Engineering 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 Engineering 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, Engineer shall have the option of terminating this Contract and, in the event, Engineer shall be compensated for all Engineering Services performed and reimbursable expenses incurred, provided such Engineering Services and reimbursable expenses have been previously authorized and approved by County, to the effective date of suspension.

If County suspends the Engineering 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 Engineering Services performed or costs incurred prior to the date authorized by County for Engineer to begin Engineering Services, and/or during periods when Engineering Services is suspended, and/or subsequent to the completion date.

ARTICLE 12

ADDITIONAL ENGINEERING SERVICES

If Engineer 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 Engineering Services"), he/she/it shall promptly notify County in writing. In the event County finds that such work does constitute Additional Engineering Services, County shall so advise Engineer 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 Engineering Services must be set forth in such Contract Amendment. Engineer shall not perform any proposed Additional Engineering 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 Engineering Services, a written Work Authorization, which sets forth the Additional Engineering Services to be performed, must be executed by the parties. County shall not be responsible for actions by Engineer nor for any costs incurred by Engineer relating to Additional Engineering Services not directly associated with the performance of the Engineering Services authorized in this Contract, by a fully executed Work Authorization or a fully executed Contract Amendment thereto.

ARTICLE 13

CHANGES IN COMPLETED ENGINEERING SERVICES

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

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

Engineer shall make revisions to Engineering 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 Engineering 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 Engineering 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 drawings, specifications and data or programs stored electronically, (hereinafter referred to as "Engineering Work Products") prepared by Engineer 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 Engineer's designs under this Contract (including but not limited to tracings, drawings, estimates, specifications, investigations, studies and other documents, completed or partially completed), shall be the property of County to be thereafter used in any lawful manner as County elects. Any such subsequent use made of documents by County shall be at County's sole risk and without liability to Engineer.

By execution of this Contract and in confirmation of the fee for services to be paid under this Contract, Engineer hereby conveys, transfers and assigns to County all rights under the Federal Copyright Act of 1976 (or any successor copyright statute), as amended, all common law copyrights and all other intellectual property rights acknowledged by law in the Project Designs and work product developed under this Contract. Copies may be retained by Engineer. Engineer 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 Engineer or anyone connected with Engineer, including agents, employees, Engineers or subcontractors/subconsultants. All documents so lost or damaged shall be replaced or restored by Engineer without cost to County.

Upon execution of this Contract, Engineer grants to County permission to reproduce Engineer'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. Engineer shall obtain similar permission from Engineer's

subcontractors/subconsultants consistent with this Contract. If and upon the date Engineer is adjudged in default of this Contract, County is permitted to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the work and documents for the purposes of completing, using and maintaining the Project.

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

Prior to Engineer providing to County any Engineering Work Products in electronic form or County providing to Engineer any electronic data for incorporation into the Engineering Work Products, County and Engineer shall by separate written contract set forth the specific conditions governing the format of such Engineering Work Products or electronic data, including any special limitations not otherwise provided in this Contract. Any electronic files are provided by Engineer 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 Engineer, the hardcopy shall prevail. Only printed copies of documents conveyed by Engineer shall be relied upon.

Engineer shall have no liability for changes made to the drawings by other engineers subsequent to the completion of the Project. Any such change shall be sealed by the engineer making that change and shall be appropriately marked to reflect what was changed or modified.

ARTICLE 16

PERSONNEL, EQUIPMENT AND MATERIAL

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

ARTICLE 17

SUBCONTRACTING

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

ARTICLE 18

REVIEW OF ENGINEERING SERVICES

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

A. Completion. Reports, plans, specifications, and supporting documents shall be submitted by Engineer 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 Engineering Services submitted to County shall be determined by County within thirty (30) days of such submittal and County shall notify Engineer in writing within such thirty (30) day period if such Engineering Services have been found to be incomplete. If the submission is Complete, County shall notify Engineer and County's technical review process will begin.

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

B. Acceptance. County shall review the completed Engineering Services for compliance with this Contract. If necessary, the completed Engineering Services shall be returned to Engineer, who shall perform any required Engineering Services and resubmit it to County. This process shall be repeated until the Engineering 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, Engineer 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 Engineering Services have been fully carried out.

D. Errors and Omissions. After Final Approval, Engineer shall, without additional compensation, perform any work required as a result of Engineer's development of the work which is found to be in error or omission due to Engineer's negligence. However, any work required or

occasioned for the convenience of County after Final Approval shall be paid for as Additional Engineering Services.

E. Disputes Over Classifications. In the event of any dispute over the classification of Engineer's Engineering Services as Complete, Accepted, or having attained Final Approved under this Contract, the decision of the County shall be final and binding on Engineer, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

F. County's Reliance on Engineer. ENGINEER'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 ENGINEER 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 ENGINEER'S SKILL, ABILITY AND KNOWLEDGE IN PERFORMING THE ENGINEERING SERVICES REQUIRED HEREUNDER.

ARTICLE 19

VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT

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

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 Engineer, as a consequence of failure by Engineer to perform the Engineering 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 Engineer, upon not less than thirty (30) days' written notice to Engineer.
- E.** By satisfactory completion of all Engineering 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 Engineer. In determining the value of the Engineering Services performed by Engineer prior to termination, County shall be the sole judge. Compensation for Engineering Services at termination will be based on a percentage of the Engineering 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 Engineer defaults in the performance of this Contract or if County terminates this Contract for fault on the part of Engineer, then County shall give consideration to the actual costs incurred by Engineer in performing the Engineering Services to the date of default, the amount of Engineering Services required which was satisfactorily completed to date of default, the value of the Engineering Services which are usable to County, the cost to County of employing another firm to complete the Engineering Services required and the time required to do so, and other factors which affect the value to County of the Engineering 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 Engineer to fulfill his/her/its contractual obligations, then County may take over the Project and prosecute the Engineering Services to completion. In such case, Engineer shall be liable to County for any additional and reasonable costs incurred by County.

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

ARTICLE 21

COMPLIANCE WITH LAWS

A. Compliance. Engineer 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. Engineer shall furnish County with satisfactory proof of his/her/its compliance.

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

B. Taxes. Engineer will pay all taxes, if any, required by law arising by virtue of the Engineering 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

ENGINEER 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 ENGINEER, ENGINEER'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH ENGINEER INCLUDING, WITHOUT LIMITATION, ENGINEER'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH ENGINEER EXERCISES CONTROL.

ENGINEER 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 ENGINEER'S FAILURE TO PAY ENGINEER'S EMPLOYEES, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS CONTRACT BY ENGINEER.

ENGINEER 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 ENGINEER IN THE PERFORMANCE OF THIS CONTRACT.

THE LIMITS OF INSURANCE REQUIRED IN THIS CONTRACT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT ENGINEER'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 ENGINEER IS NOT LEGALLY LIABLE, ENGINEER'S OBLIGATIONS SHALL BE IN PROPORTION TO ENGINEER'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 ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS, THEN THE COUNTY SHALL HAVE THE RIGHT TO JOIN ENGINEER IN ANY SUCH PROCEEDINGS AT THE COUNTY'S COST. ENGINEER SHALL ALSO HOLD THE COUNTY HARMLESS AND INDEMNIFY THE COUNTY TO THE EXTENT THAT ENGINEER, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER 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 ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

ARTICLE 23

ENGINEER'S RESPONSIBILITIES

Engineer shall be responsible for the accuracy of his/her/its Engineering 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 Engineer's responsibilities for all questions arising from design errors and/or omissions, subject to the dispute resolution provisions of Article 33. Engineer 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

ENGINEER'S SEAL

The responsible engineer shall sign, seal and date all appropriate engineering submissions to County in accordance with the Texas Engineering Practice Act and the rules of the State Board of Registration for Professional Engineers.

ARTICLE 25

INSURANCE

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

A. Coverage Limits. Engineer, at Engineer'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 of \$1,000,000.00 each accident.
4. Professional Liability Insurance in the amount of \$2,000,000.00 per claim and annual aggregate.

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. Engineer shall be responsible for payment of premiums for all of the insurance coverages required under this section. Engineer further agrees

that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Engineer is responsible hereunder, Engineer shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over \$200,000 in the Engineer's insurance must be declared and approved in writing by County in advance.

D. Commencement of Work. Engineer 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, Engineer 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 Engineer 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 A-rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued.

F. Certification of Coverage. Engineer shall furnish County with a certification of coverage issued by the insurer. Engineer shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requires set forth hereunder, Engineer 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 Engineer, 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 Engineer, Engineer 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.

Engineer shall obtain and monitor the certificates of insurance from each subcontractor/subconsultant in order to assure compliance with the insurance requirements. Engineer 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 Purchasing Department
100 Wilco Way
Suite P101
Georgetown, TX. 78626

With copy to:

Williamson County Auditor's Office
Attn: Contracts Auditor
901 South Austin Avenue
Georgetown, Texas 78626

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 Engineer shall be borne solely by Engineer, 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 Engineer 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. Engineer 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
ENGINEER'S ACCOUNTING RECORDS

Engineer agrees to maintain, for a period of three (3) years after final payment under this Contract, detailed records identifying each individual performing the Engineering 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. Engineer 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 Engineer which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Engineer further agrees that County shall have access during normal working hours to all necessary Engineer 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 Engineer 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: County's Road Bond Program Manager
Attn: Michael Weaver
HNTB Corporation
101 E. Old Settlers Blvd., Suite 100
Round Rock, Texas 78664

and to: Office of General Counsel
Williamson County
710 Main Street, Suite 102
Georgetown, Texas 78626

Engineer: **Seiler Lankes Group**
Gerald Lankes, PE
11211 Taylor Draper Ln. Suite 100
Austin, TX 78759

ARTICLE 32

GENERAL PROVISIONS

A. Time is of the Essence. Subject to Article 3 hereof, Engineer understands and agrees that time is of the essence and that any failure of Engineer to complete the Engineering 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. Engineer 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 Engineer's standard of performance as defined herein. Where damage is caused to County due to Engineer's negligent failure to perform County may accordingly withhold, to the extent of such damage, Engineer's payments hereunder without waiver of any of County's additional legal rights or remedies.

B. Force Majeure. Neither County nor Engineer 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 engineering, consulting and related services performed or furnished by Engineer and its employees under this Contract will be the care and skill ordinarily used by members of Engineer'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 Engineer are made on the basis of information available to Engineer and on the basis of Engineer's experience and qualifications and represents its judgment as an experienced and qualified professional engineer. However, since Engineer 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, Engineer does not guarantee that proposals, bids or actual Project or construction cost will not vary from opinions of probable cost Engineer 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 Engineer 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 Engineer), whether or not it results from or involves any action or failure to act by the Engineer or any employee or agent of the Engineer and which arises in any manner from the performance of this Contract, the Engineer 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 Engineer shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Engineer, 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 Engineer'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. Engineer 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 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.

ARTICLE 33 **DISPUTE RESOLUTION**

Except as otherwise specifically set forth herein, County and Engineer 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, Engineer, for itself, its assignees and successors in interest agrees as follows:

A. Compliance with Regulations. The Engineer 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 Engineer, 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 Engineer 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 Engineer 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 Engineer of the Engineer'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 Engineer 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 Engineer 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 Engineer'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 Engineer under the contract until the Engineer complies, and/or;
2. cancellation, termination or suspension of the Contract, in whole or in part.

F. Incorporation of Provisions. The Engineer 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 Engineer 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 Engineer may request the Recipient to enter into such litigation to protect the interests of the Recipient, and, in addition, the Engineer may request the United States to enter into such litigation to protect the interests of the United States.

SIGNATORY WARRANTY

The undersigned signatory for Engineer 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.

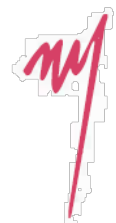
IN WITNESS WHEREOF, County has caused this Contract to be signed in its name by its duly authorized County Judge, as has Engineer, signing by and through its duly authorized representative(s), thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full 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 COUNTY, TEXAS

By: _____
Bill Gravell Jr., County Judge

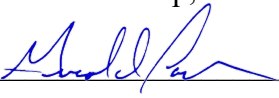
Date: _____, 20____



9/28/2022

ENGINEER

Seiler Lankes Group, LLC

By  _____

Printed Name: Gerald Lankes

Title: CEO

Date: September 21, 20 22

LIST OF EXHIBITS ATTACHED

- | | |
|----------------------|---|
| (1) Exhibit A | Debarment Certification |
| (2) Exhibit B | Engineering 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

§

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 Engineer 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.

Seiler Lankes Group, LLC

Name of Firm


Signature of Certifying Official

Jeff Seiler

Printed Name of Certifying Official

President

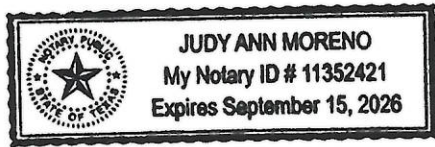
Title of Certifying Official

9/28, 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 Jeff Seiler
the President of Seiler Lankes Group, on behalf of
said firm.



Judy Ann Moreno
Notary Public in and for the
State of Texas

My commission expires: 9/15/26

EXHIBIT B

ENGINEERING SERVICES

General Work Description: Provide engineering services and planning to develop CR 255/CR 289 from CR 254 to Ronald Reagan Boulevard Schematics & Design.

The Engineer may perform any or all of the following tasks listed below, as described in detail in each Work Authorization:

TASK 1 – PROJECT MANAGEMENT

TASK 2 – ROUTE AND DESIGN STUDIES

TASK 3 – PUBLIC INVOLVEMENT

TASK 4 – TRAFFIC EVALUATION AND PROJECTIONS

TASK 5 – SURVEYING

TASK 6 – RIGHT-OF-WAY (ROW) MAPPING

TASK 7 – SCHEMATIC DEVELOPMENT

TASK 8 – DRAINAGE STUDY

TASK 9 – ENVIRONMENTAL STUDIES & DOCUMENTS

TASK 10 – GEOTECHNICAL SERVICES

TASK 11 – PLANS, SPECIFICATIONS AND ESTIMATE (PS&E)

TASK 12 – BIDDING PHASE SERVICES

TASK 13 – CONSTRUCTION PHASE SERVICES

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 Engineering 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 "Engineer").

Part 1. The Engineer will provide the following Engineering 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 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 _____, 20____. The Engineering 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 and acknowledged below.

EXECUTED this ____ day of _____, 20__.

ENGINEER:

COUNTY:

[Insert Company Name HERE]

Williamson County, Texas

By: _____

By: _____

Signature

Signature

Printed Name

Printed Name

Title

Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

EXHIBIT D

RATE SCHEDULE

Seiler Lankes Group

Engineering	Billing Rate (Per Hour)
Project Manager	\$275.00
Quality Manager	\$250.00
Senior Engineer	\$220.00
Project Engineer	\$200.00
Design Engineer	\$155.00
Engineer-in-Training (EIT)	\$135.00
Senior Engineering Technician	\$150.00
Engineering Technician	\$130.00
Admin/Clerical	\$88.00
Direct Expenses	Billing Rate (Per Unit)
Large Format Plotting (per sf)	\$2.50
Mileage (per mile)	Current IRS Rate



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”. Engineer 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 Engineer fails to request a CPI rate adjustment, as set forth herein, the adjustment will be effective thirty (30) days after the County receives Engineer’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 D - Rate Schedule
Drainage Engineering
CLGann, LLC

Engineering	Billing Rate (Per Hour)
Project Manager	\$250.00
Quality Manager	\$240.00
Senior Engineer	\$225.00
Project Engineer	\$200.00
Design Engineer	\$150.00
Engineer-in-Training (EIT)	\$130.00
Senior Engineering Technician	\$150.00
Engineering Technician	\$130.00
Admin/Clerical	\$90.00



Direct Expenses	Billing Rate (Per Unit)
CD-ROM (each)	\$1.00
Courier Services	At Cost
Photocopies B/W (8 1/2" X 11") (per page)	\$0.10
Photocopies Color (8 1/2" X 11") (per page)	\$0.75
Photocopies B/W (11" X 17") (per page)	\$0.32
Photocopies Color (11" X 17") (per page)	\$1.50
Report Printing (each)	\$60.00
Report Binding and Tabbing (each)	\$40.00
Large Format Plotting (per sf)	\$2.50
Mileage (per mile)	Current IRS Rate

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". Engineer 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 Engineer fails to request a CPI rate adjustment, as set forth herein, the adjustment will be effective thirty (30) days after the County receives Engineer'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

- 1.1 Invoices must adequately describe the goods or services provided to County and include all required backup (i.e. reimbursable expenses, mileage log, timesheets, receipts detailing expenses incurred etc.) that is in a form acceptable to the Williamson County Auditor. Invoices that do not adequately describe the goods or services provided to County or contain backup that is 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.

- 5.4 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

- 6.1 Vendors that must travel may rent a car at their destination when it is less expensive than other transportation such as taxis, airport shuttles or public transportation such as buses or subways.
- 6.2 Cars rented must be economy or mid-size. Luxury vehicle rentals will not be reimbursed. Any rental costs over and above the cost of a mid-size rental will be adjusted.
- 6.3 Vendors will be reimbursed for rental cars if the rental car cost would have been less than the mileage reimbursement cost (based on the distance from vendor's point of origin to Williamson County, Texas) had the vendor driven vendor's car.
- 6.4 Vendors must return a car rental with appropriate fuel levels as required by rental agreement to avoid the car rental company from adding fuel charges.
- 6.5 Rental agreement and credit card receipt must be provided to County as back up for the request for reimbursement.
- 6.6 Insurance purchased when renting vehicle may also be reimbursed.
- 6.7 Car Rental optional extras such as GPS, roadside assistance, and administrative fees on Tolls will not be reimbursed.

7. Personal Car Usage

- 7.1 Personal vehicle usage will be reimbursed in an amount equal to the standard mileage rate allowed by the IRS.
- 7.2 Per code of Federal Regulations, Title 26, Subtitle A, Chapter 1, Subchapter B, Part IX, Section 274(d), all expense reimbursement requests must include the following:
 - 7.2.1.1 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.

- 7.8 When more than one person travels in same vehicle, only one person may claim mileage reimbursement.
- 7.9 Tolls, if reasonable, are reimbursable. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement (administrative fees on Tolls will not be reimbursed).
- 7.10 Parking fees, if reasonable are reimbursable for meetings and hotel stays. For vendors who contract with a third party for visitor parking at vendor's place of business, Williamson County will not reimburse a vendor based on a percentage of its contracted visitor parking fees. Rather, Williamson County will reimburse Vendor for visitor parking on an individual basis for each time a visitor uses Vendor's visitor parking. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement.
- 7.11 Operating and maintenance expenses as well as other personal expenses, such as parking tickets, traffic violations, and car repairs and collision damage are not reimbursable.

8. Other Expenses

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

9. Repayment of 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:

- 10.1 Alcoholic beverages/tobacco products
- 10.2 Personal phone calls
- 10.3 Laundry service
- 10.4 Valet service (excludes hotel valet)
- 10.5 Movie rentals
- 10.6 Damage to personal items
- 10.7 Flowers/plants
- 10.8 Greeting cards
- 10.9 Fines and/or penalties
- 10.10 Entertainment, personal clothing, personal sundries and services
- 10.11 Transportation/mileage to places of entertainment or similar personal activities
- 10.12 Upgrades to airfare, hotel and/or car rental

- 10.13 Airport parking above the most affordable rate available
- 10.14 Excessive weight baggage fees or cost associated with more than two airline bags
- 10.15 Auto repairs
- 10.16 Babysitter fees, kennel costs, pet or house-sitting fees
- 10.17 Saunas, massages or exercise facilities
- 10.18 Credit card delinquency fees or service fees
- 10.19 Doctor bills, prescription and other medical services
- 10.20 Hand tools
- 10.21 Safety Equipment (hard hats, safety vests, etc.)
- 10.22 Office Supplies
- 10.23 Lifetime memberships to any association
- 10.24 Donations to other entities
- 10.25 Any items that could be construed as campaigning
- 10.26 Community outreach items exceeding \$2 per item
- 10.27 Technology Fees
- 10.28 Sales tax on goods purchased
- 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

RFQ 22RFSQ128 CR255 CR 289 from CR254 To Ronald Reagan

08.31.2022

Active Submissions

	Total	Is the firm registered with the Texas Board of Professional Engineers (TBPE) as an engineering firm in the State of Texas?	Project Manager's experience/qualifications with similar projects	Individuals on Project Team's experience/qualifications providing roadway planning and/or design	Individuals on Project Team's experience/qualifications providing roadway drainage planning and /or design	Individuals on Project Team's Experience/Qualifications providing structures planning and/or design	Availability of Project Manager, task leads, and relevant staff and their previous performance on Williamson County projects	Understanding of the CR 255/CR289 from CR 254 to Ronald Reagan Blvd project.
Supplier	300 pts	Pass/Fail	/ 50 pts	/ 50 pts	/ 50 pts	/ 50 pts	/ 50 pts	/ 50 pts
Seiler Lankes Group	215	Pass	35	35	35	40	40	30
Huitt-Zollars	185	Pass	30	35	35	35	20	30
Globetrotters Engineering Corporation	180	Pass	30	30	30	30	30	30
RPS	190	Pass	30	30	35	35	30	30
DE CORP.	200	Pass	40	35	35	40	20	30
H W Lochner, Inc.	200	Pass	40	30	30	40	30	30
The Estes Group, LLC	195	Pass	30	30	35	40	30	30



Seiler Lankes Group
PLANNING • ENGINEERING • CONSTRUCTION

Proposed Contact

Contact: Gerald Lankes, PE

Address: 11211 Taylor Draper Lane, Suite 106
Austin, TX 78759

Email: glankes@slg-eng.com

Number: (512) 785-8564

August 11, 2022

Williamson County Purchasing Department
Attn: Gretchen Glenn, Purchasing Specialist
100 Wilco Way, Suite P101
Georgetown, Texas 78626

Re: 22RFSQ128 RFQ Engineering Services - Schematics and Design of CR 255/CR 289 from CR 254 to Ronald Reagan Blvd.

Dear Members of Selection Committee,

Seiler Lankes Group, LLC (SLG), a TBPE registered firm in the State of Texas at the location of 11211 Taylor Draper Lane, Suite 106, Austin, TX 78759, appreciates the opportunity to submit to you our Statement of Qualifications for the development of schematics and design of CR 255/CR 289 from CR 254 to Ronald Reagan Blvd. Since 2010 SLG has operated on the foundation of providing our clients a full range of transportation engineering services. We have a team of talented professionals with diversified skills and knowledge of various local, state, and federal rules and regulations that enables us to deliver innovative designs and solutions to our clients. We are excited about the prospect of continuing our great current work experiences and mutually beneficial working relationship with Williamson County.

TEAM AND EXPERIENCE - SLG has assembled a team consisting of CL Gann, LLC, providing drainage design, and CP&Y, Inc. providing structure design.

SLG Team members have past and current project work experience in Williamson County giving us considerable working knowledge of County goals, procedures, and policies. The SLG Team not only brings technical skills, and collaboration to your project, but innovative thinking to build stakeholder support and provide viable options for transportation improvements. Recent Williamson County project experience includes:

- CR 332 Schematic, (CR 313 to FM 486)
- CR 314 Schematic and PS&E, (IH 35 to east of CR 332)
- CR 245 Schematic and PS&E, (RM 2338 to Ronald Reagan Blvd.)

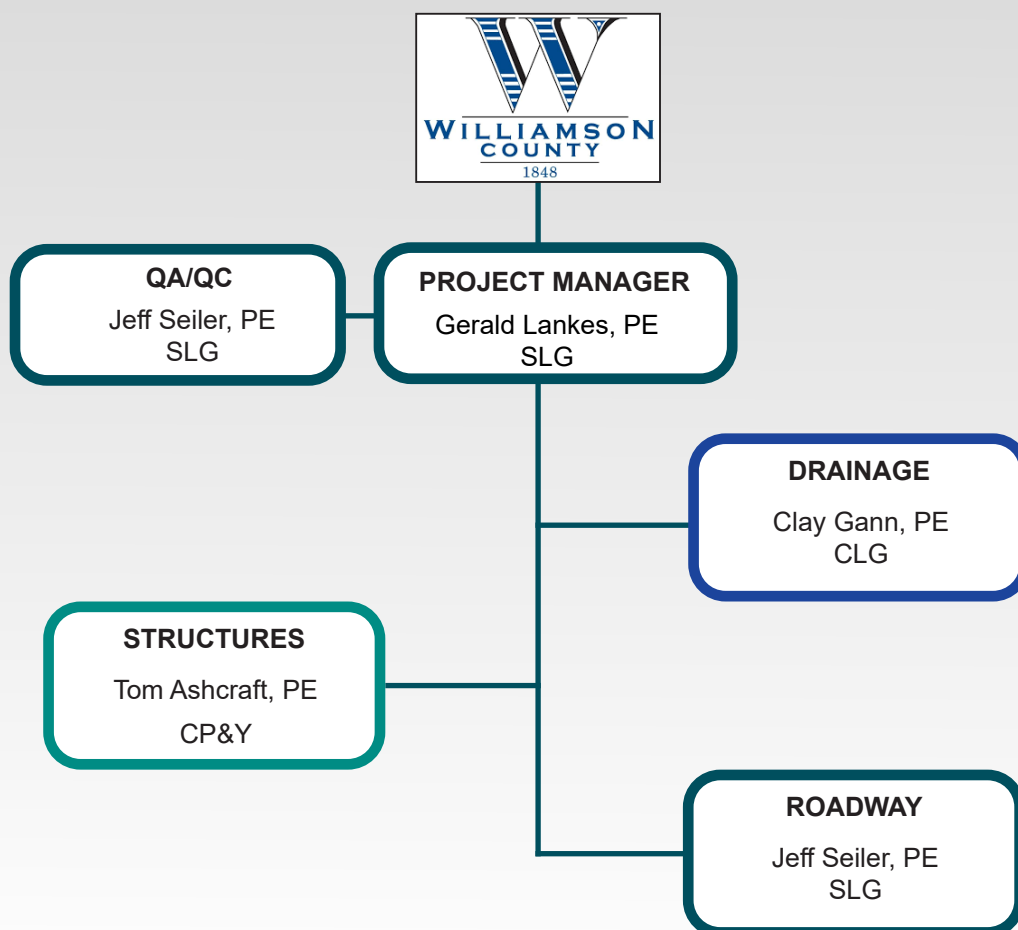
PROVEN Project Manager - I, Gerald Lankes, PE, bring over 20 years of transportation engineering experience, along with extensive Central Texas project related schematic and PS&E experience. My current county experience in schematic design, environmental documentation and clearance, and plan preparation for the CR 314 and CR 332 projects give me a unique perspective. I will continue to work closely with Williamson County & GEC staff. I will coordinate and manage as I have on my current schematic projects in Williamson County.

RESPONSIVENESS - The SLG Team is local and has the requisite skills, similar project experiences, and established teamwork relationships. Our Team is ready to begin work immediately after contract execution. The Team's understanding of this schematic and PS&E type of work including the challenging issues of stakeholder buy-in will be critical for successful completion of this project.

We sincerely appreciate your consideration of our Team's Statement of Qualifications. Please feel free to contact me if you have any questions or need additional information.

Gerald Lankes, PE
Project Manager\Owner

Section 2: Organizational Chart



Location of Key Personnel

The following table provides a list of where the key personnel's office locations.

Name	Address	Percentage
Gerald Lankes, PE	11211 Taylor Draper Ln, Suite 100, Austin TX 78726	100%
Jeff Seiler, PE	11211 Taylor Draper Ln, Suite 100 Austin TX 78726	100%
Clay Gann, PE	3708 Norman Loop, Round Rock, TX 78664 3000 Joe Dimaggio Blvd, Suite 29D, Round Rock, TX 78665	20% 80%
Tom Ashcraft, PE	13809 Research Blvd., #300, Austin, TX 78750	100%

Section 3: Project Manager

Gerald Lankes, PE

Mr. Lankes' experience includes over twenty years as a consultant where he has performed duties ranging from project management to preliminary project studies to project construction support. Mr. Lankes has experience in projects from planning to PS&E preparation, including all phases of roadway and drainage design. His primary responsibility is currently project management of schematics and PS&E design for roadway projects of various size and complexity for city, county, and state agencies throughout Texas. His most recent experience includes serving as project manager for two Williamson County roadway improvement projects. This recent knowledge of Williamson County practices and expectations as well as needed coordination with the county's GEC will serve to streamline efforts for the CR 255/CR 289 project. Examples of relevant project experience Mr. Lankes brings to the table are described below. These and other projects Mr. Lankes has led can be found in his resume included in this proposal package.

CR 332 Realignment, Williamson County – Williamson County Texas.

Project Manager for the schematic development of an existing 2-lane rural roadway to an ultimate 4 lane undivided roadway. Project limits are from CR 313 to FM 486, approximately 1.1-mile-long project. The project involved Route Studies, Traffic Evaluations and Projections, ROW Mapping, Surveying, Preliminary and Final Schematic and Cost Estimate, Drainage Study, Environmental, and Geotechnical.

Project Applicability:

- Williamson County project.
- PS&E design with consideration of future improvements.
- Similar drainage considerations.

CR 314 Reconstruction Project, Williamson County – Williamson County Texas.

Project Manager- for the schematic development and PS&E preparation for an existing 2-lane rural roadway to an ultimate 5 lane undivided roadway. Project limits are from IH 35 northbound frontage road to 1.31 miles east of CR 332, approximately 3.66 miles. This project involved Route Studies, Traffic Evaluations and Projections, ROW Mapping, Surveying, Preliminary and Final Schematic and Cost Estimate, Drainage Study, Environmental, and Geotechnical.

Project Applicability:

- Williamson County project.
- PS&E design with consideration of future improvements.
- Similar development, drainage, and traffic considerations.

SH 16 Roadway Widening and Reconstruction, San Saba County – TxDOT Brownwood District.

Project Manager – for PS&E services for the widening and reconstruction of SH 16 between FM 1480 and the Mills

County Line (10.4 miles). Design is to accommodate the creation of passing lane areas (Super2 Design). The project includes PS&E design of all roadway reconstruction elements including traffic control, cross-culverts, bridge class structure rail upgrades, driveway and intersection improvements, stormwater pollution prevention plans, signing and pavement markings. Additional project tasks include environmental study review, ROW evaluations, subsurface utility engineering, utility adjustment coordination, geotechnical borings and investigations, constructability reviews, project cost estimates, contract time determinations and preparation of project specific specifications and general notes.

Project Applicability:

- PS&E design for the reconstruction of an existing roadway.
- Environmental, ROW and utility coordination components.
- Design considerations for maintaining traffic during construction with limited room.

Parmer Lane North, Williamson County – Williamson County.

Project Manager - responsibilities included the PS&E of Parmer Lane (now Ronald Reagan Blvd) from FM 3405 to FM 2338. This section of the project consisted of two-lane rural arterial with water quality. Roadway contained 2 bridges and 7 culverts. The needed right of way for the ultimate design (four-lane divided) was also determined and preserved for future improvements. Horizontal and vertical alignments were set. Best management practices (BMP's) to conform to TCEQ's requirements was also included.

Project Applicability:

- Williamson County project.
- PS&E design with consideration of future improvements.
- Similar development, drainage, traffic, and environmental considerations.

Section 4: Roadway

Jeff Seiler, PE

Mr. Seiler's experience includes twenty-six years as a consultant and more than ten years with TxDOT, where he performed duties ranging from project construction inspection to project management. His responsibilities have encompassed overseeing transportation projects including preliminary planning, design development, PS&E preparation, construction monitoring, and cost projections. He has assisted in the management of State and private office operations and personnel supervision, performed project administration, and maintained relations with Federal, State and Local officials and the public. Mr. Seiler has lead schematic and design efforts for projects similar in scope and complexity to the proposed CR 255/CR 289 project as evidenced by the below examples and within his resume included in this proposal package.

County Road 214, Williamson County – Williamson County.

Mr. Seiler served as Project Manager for alternative design concepts, right of way needs and PS&E development for the improvements to and extension of an existing county road. An improved route was needed due to development in the area and to provide a safe intersection with SH 29 in Liberty Hill. Roadway sections vary between two and five-lanes depending on traffic and turning needs and include both rural and urban design. Applicable coordination with the TxDOT Austin District and permit submittal and approval was conducted.

Project Applicability:

- Williamson County project developed in collaboration with the GEC and Precinct Commissioner.
- Determined ROW acquisition needs and supported acquisition efforts.
- Prepared complete plans and provided estimated costs.
- Supported bidding services.

County Roads 157/127 and 129, Hays County – Hays County.

Project Manager for the development of schematics and the design and PS&E development for the upgrading of five miles of county roads to TxDOT FM standards. Responsibilities included conducting public meetings, ROW determinations, utility coordination, roadway and drainage design traffic control plans and quantity calculations, construction cost estimates and construction support.

Project Applicability:

- County projects developed in collaboration with a GEC and Precinct Commissioners.
- Preliminary design included both existing and new location routes.
- Determined ROW acquisition needs and supported acquisition efforts.
- Prepared complete plans and provided estimated costs.
- Supported bidding and construction phase services.

County Roads 122, 131, 222, and 225, Hays County – Hays County.

Project Manager for the alternative design, schematics and PS&E development for the upgrading of 14 miles of county roads to TxDOT FM standards. Responsibilities included ROW determinations, utility coordination, roadway and drainage design, traffic control plans, quantity calculations, construction cost estimates and construction support.

Project Applicability:

- County projects developed in collaboration with a GEC and Precinct Commissioners.
- Preliminary design included both existing and new location routes.
- Determined ROW acquisition needs and supported acquisition efforts.
- Prepared complete plans and provided estimated costs.
- Supported bidding and construction phase services.

University Blvd., Williamson County – Williamson County.

Project Manager – This 3.4 mile project is situated between two major, State maintained roadways; FM 1460 and SH 130. The work performed consists of providing engineering services required for the preparation of PS&E for the addition of lanes and shoulders to an existing two-lane roadway to create a predominantly four-lane divided facility. Preparation of plans, details and quantities include roadway design, grading, paving, drainage, signing, pavement markings, signals, traffic control plans and construction cost opinions for the newly constructed west bound lanes and portions of east bound lanes to be reconstructed.

Project Applicability:

- Williamson County project developed in collaboration with the GEC and Precinct Commissioners.
- Prepared complete plans and provided estimated costs.
- Construction phasing included building improvements while traffic maintained in existing conditions.
- Designed to support a planned, ultimate 6-lane divided facility.
- Supported bidding services.

Section 5: Drainage

Clay Gann, PE, CFM

For over 30 years, Mr. Clay E. Gann, PE, CFM has worked with all aspects of roadway design and construction. From 1991 to 1996, while working for TxDOT, he became proficient in material testing, surveying, CEI, and construction techniques on several TxDOT roadway projects. With this field experience and more than 25 years of design, analysis, and plan preparation experience in the consulting industry, Mr. Gann has successfully delivered high-quality drainage solutions on multiple small and large roadway projects for numerous clients, including Williamson County, TxDOT, Travis County, CTRMA, NTTA, TTA, and many others. Since 1997, he has served as the Drainage Task Lead on multiple small and large award-winning roadway & drainage projects throughout Central Texas. He has expertise in various methodologies related to hydrology, hydraulics,

stormwater management and conveyance, water quality, roadside safety, material strength, and constructability. With a focus on Central Texas drainage projects since 2003, he is experienced in regulatory requirements from local jurisdictions, USACE wetlands, FEMA floodplains, and the Edwards Aquifer Contributing and Recharge Zones (including Georgetown Salamander Ordinance Rules). With all local projects, he primarily uses HEC-HMS & GIS (NRCS UH Method) and Geopak Drainage (Rational Method) for peak Q computations, HEC-RAS 1D/2D for complex bridge and culvert design, Geopak Drainage for storm sewer design, HY-8 for minor culvert design, HEC-14 for energy dissipation, and HEC-18/HEC-20/HEC-23 for scour computation. Below is just a sample of local projects, both schematic and PS&E, where Clay served as Drainage Task Lead.

CR 332 Realignment - Williamson County, TX

Applicability: Schematic & PSE project, bridge design/H&H for Donahoe Creek and Trib. to Donahoe Creek, drainage conveyance design, H&H design/analysis of minor culverts, and ditches.

CR 314 Widening - Williamson County, TX

Applicability: Schematic & PSE project, bridge design/H&H for Willis Creek, drainage conveyance design, H&H design/analysis of multiple minor cross culverts, driveway culverts, and ditches.

CR 245 - Williamson County, TX

Applicability: Schematic & PSE project, bridge design/H&H for Cowan Creek, H&H design/analysis of multiple minor cross culverts, driveway culverts and ditches. Involved WPAP using both TCEQ and City of Georgetown WQ regulations (VFS).

S.E. Inner Loop Safety Improvements - Williamson County, TX

Applicability: Schematic & PSE project, multiple box culvert design, drainage conveyance design, H&H design/analysis of multiple minor cross culverts, driveway culverts and ditches. Involved water quality design using both TCEQ and City of Georgetown WQ regulations.

SW 45SW FEIS & PS&E - Travis & Hays Counties, TX

Applicability: New location, schematic & PSE project, bridge design/H&H for FEMA-regulated creeks, H&H design/analysis of minor culverts and ditches, storm sewer design, RG-348 WQ design.

Knowledge, Skills, and Abilities to Benefit Williamson County:

Clay knows from his background in project management and drainage design that drainage is a key component of all projects. He understands that communication between the major task leads is crucial to providing the most efficient and optimized project designs for our clients that have no adverse hydraulic impacts. His multi-discipline experience in the design of roadway projects only strengthens his abilities in addressing drainage

issues and developing solutions. He has been solely responsible for creating thousands of drainage/WQ-related sheets and details, specifications, and estimates. He has also written multiple drainage reports for planning projects. Clay's proven track record in drainage planning and design and drainage conveyance design will be a valuable asset to this project.

Section 6: Structures

Thomas (Tom) Ashcraft, PE

Tom has 32 years of bridge design experience in Texas and manages the Bridges and Special Structures Group. Tom has served as a project manager and bridge design task leader on numerous rural and urban projects involving new bridges, bridge replacements, widening and drainage structures. Tom is recognized for his strong technical skills and thorough understanding of bridge details and plans. He is also an effective communicator who has established a reputation for providing a high level of service to a wide variety of clients. Tom is experienced in the structural analysis and design of prestressed concrete, reinforced concrete and structural steel.

FM 2696 (Blanco Road), Bexar County

Structural Design Task Leader on project consisting of the widening of a non-freeway facility, which included two phased bridge replacement (one prestressed beam structure and one flat slab structure). Tom developed bridge layouts for both structures and coordinated with roadway and hydraulic disciplines to determine appropriate bridge length and profile. Both structures used stone riprap at the abutment embankments for erosion protection, and foundations were designed for to accommodate scour potential. Tom supervised completion of the bridge design and condition surveys performed on three existing bridge class culverts on the project and reviewed the bridge plans. Tom led the structures team completing the work on an accelerated design schedule, designing both bridges in less than three months. He also provided review of shop plans and RFI support during construction.

Project Applicability:

- Widening of non-freeway facility
- Different bridge types based on conditions

CR 118 at Cottonwood Creek, Williamson County

Structural Lead. Project involved the emergency repair of corrosion on existing steel H-piles for this 40-foot-long, 2-span CIP slab bridge. Provided structural consulting and independent review of repair plans prepared by ATG which included the bridge layout, structural repair details and notes to remedy the corrosion of the existing steel H-piles on the interior bent, and the use of coffer dams to facilitate completion of the repairs in the channel.

Project Applicability:

- Williamson County project
- Small bridge design

Old San Antonio Road At Onion Creek Bridge, Travis County, Texas

Project Manager. Bridge replacement project of an existing low water crossing on Old San Antonio Road at Onion Creek. Oversaw construction phase services involving evaluation of replacement alternatives, environmental assessments, public involvement, utility coordination, survey, geotechnical investigations, roadway design, bridge design, traffic control, survey and hydraulic design. Managed the CP&Y design team performing the preliminary engineering and final PS&E plan development. Responsibilities include coordination and management of in-house design staff and seven subconsultants performing environmental and engineering support services. Regular coordination with the Travis County project manager concerning project issues and progress, and handles invoicing and other non-technical management aspects required on the project. Provided construction phase services which included RFI support, shop plan review, construction progress assessment, and project close out.

Project Applicability:

- Arterial roadway bridge project
- County managed project

Section 7: Commitments

Current Projects

Gerald Lankes, PE Seiler Lankes Group		
<i>Project Name</i>	<i>Percentage of Time Commitment</i>	<i>Projected Completion Date</i>
TxDOT Brownwood – SH 16	10%	December, 2022
TxDOT Pharr – FM 1925	10%	March, 2024
Williamson County – CR 332	2%	April, 2023
Williamson County – CR 314	10%	August, 2023

Jeff Seiler, PE Seiler Lankes Group		
<i>Project Name</i>	<i>Percentage of Time Commitment</i>	<i>Projected Completion Date</i>
TxDOT Brownwood- SH 6	10%	September, 2022
TxDOT Dallas- SH 114	5%	October, 2022
TxDOT Dallas- IH 35E	5%	October, 2022
TxDOT Tyler- Safety Projects	10%	February, 2023

Clay Gann, PE, CFM CL Gann		
<i>Project Name</i>	<i>Percentage of Time Commitment</i>	<i>Projected Completion Date</i>
Cap-Ex Central Drainage GEC SME (SUB)	15%	Summer 2024
Williamson County Corridor J (SUB)	30%	October 2023
City of Buda GEC (SUB)	5%	May 2027
Williamson County, CR 314 (SUB)	10%	Early 2023

Tom Ashcraft, PE CP&Y		
<i>Project Name</i>	<i>Percentage of Time Commitment</i>	<i>Projected Completion Date</i>
Off-System Bridge Replacements- Tx- DOT Yoakum District	10%	August, 2024
IH 35 Reconstruction	15%	March, 2023
Loop 288 Frontage Road Bridges	10%	December, 2024
Bridge Repair Plans - City of Fort Worth	10%	August, 2023
CR 314 Bridge Design	5%	December, 2022

Current Proposals

Gerald Lankes, PE Seiler Lankes Group	
<i>Project Name</i>	<i>Percentage of Time Commitment</i>
Chandler Road	40%

Jeff Seiler, PE Seiler Lankes Group	
<i>Project Name</i>	<i>Percentage of Time Commitment</i>
Chandler Road	40%

Clay Gann, PE, CFM CL Gann	
<i>Project Name</i>	<i>Percentage of Time Commitment</i>
Chandler Road	15%

Tom PE CP&Y	
<i>Project Name</i>	<i>Percentage of Time Commitment</i>
Chandler Road	30%

Proposed Time Commitment for the Williamson County Project

Name	Time Commitment
Gerald Lankes, PE	30%
Jeff Seiler, PE	40%
Clay Gann, PE, CFM	15%
Tom Ashcraft, PE	20%

Section 8: Project Approach

Located in western Williamson County, CR 255 is identified as an important, future connection to Ronald Reagan Blvd. Faced with continued growth in Williamson County, our leaders recognize the need to be proactive in preserving this, and other corridors, in preparation of future developments. CR 255 is currently a narrow two-lane roadway and sits within an average of 50 to 60 ft of right-of-way (ROW). The CR 255 corridor will be developed to provide enough ROW for an ultimate six-lane, median divided facility.

The proposed project under this SOQ is bound to the north by CR 254 and to the south by Ronald Reagan Blvd. Since CR 255 does not follow a straight, continuous path to Ronald Reagan, the proposed facility will utilize part of CR 289 and include a new location section to continue a southward trajectory. Due diligence will be undertaken to identify constraints for the ultimate roadway and options will be developed. The corridor is fairly well set along CR 255 and CR 289. There will be additional leeway for options between CR 289 and the connection to Ronald Reagan. With this, varying alignments and profiles will be studied noting effects to safety, access, potential environmental concerns, construction costs, utilities, future extensions, and the overall impacts to property owners. The new location section will affect five properties (four property owners) as shown under the current Williamson County LRTP. Options to reduce the number of affected properties will be analyzed considering previously mentioned criteria.



SLG will apply our time-tested approach for turnkey project development to successfully complete the CR 255 ultimate schematic and interim improvements PS&E design.

Our Approach Will Include:

1. Data Collection and Design Criteria Development
2. Alternative Designs
3. Public Input (as requested)
4. Preferred Design Refinement
5. Final Schematic Development
6. PS&E Preparation of Initial Improvements

SLG is currently completing a project for Williamson County for CR 314 which has included all the elements required for the CR 255 project. Tasks that influence the design and corridor preservation initiatives include:

- Working through client representatives to identify potential developments along the project corridor. This will help prepare for property donation and/or acquisition discussions prior to land being developed or sold.
- Conducting drainage planning and conveyance analysis.
- Preparing for future expansions and roadway extensions.
- Maintaining traffic movements and property access during construction.

It should also be noted that this project lies within the Edwards Aquifer Contributing Zone. The SLG Team has experience coordinating project development with TCEQ and developing design and PS&E that comply to current standards. With this comprehensive knowledge of what it takes to successfully provide needed services on time and on budget, the SLG Team is ready to deliver.

Appendix A

Resumes



Professional Engineer, TX

#107484

Education

Bachelor of Science, Civil Engineering

University of Texas at San Antonio, 1998

Years of Experience

25

Office Location

11211 Taylor Draper Lane,
Suite 106
Austin, TX 78759

Gerald Lankes, PE

SUMMARY OF QUALIFICATIONS

Mr. Lankes experience includes over twenty years as a consultant where he has performed duties ranging from project management to preliminary project studies to project construction support. Mr. Lankes has experience in projects from planning to PS&E preparation, including all phases of roadway and drainage design. His primary responsibility is currently project management of schematics and PS&E design for roadway projects of various size and complexity for city, county, and state agencies throughout Texas

RELEVANT PROJECTS

CR 332 Realignment, Williamson County – Williamson County Texas.

Project Manager- for the schematic and PS&E development of an existing 2-lane rural roadway to an ultimate 4 lane undivided roadway. Project limits are from CR 313 to FM 486, approximately 1.1-mile-long project. The project involved Route Studies, Traffic Evaluations and Projections, ROW Mapping, Surveying, Preliminary and Final Schematic and Cost Estimate, Drainage Study, Environmental, Geotechnical.

CR 314 Safety Improvement Project, Williamson County – Williamson County Texas.

Project Manager- for the schematic and PS&E development of an existing 2-lane rural roadway to an ultimate 5 lane undivided roadway. Project limits are from IH 35 northbound frontage road to 1.31 miles east of CR 332, approximately 3.66 miles. This project involved Route Studies, Traffic Evaluations and Projections, ROW Mapping, Surveying, Preliminary and Final Schematic and Cost Estimate, Drainage Study, Environmental, Geotechnical.

Parmer Lane North, Williamson County – Williamson County. Project Manager - responsibilities included the PS&E of Parmer Lane from FM 3405 to FM 2338. This section of the project consisted of two-lane rural arterial with water quality. Roadway contained 2 bridges and 7 culverts. The needed right of way for the ultimate design (four-lane divided) was also determined. Horizontal and vertical alignments were set. Best management practices (BMP's) to conform to TCEQ's requirements was also included.

Parmer Lane, Williamson County – Williamson County. Associate Project Manager - responsibilities included the PS&E development of Parmer Lane from SH 29 to FM 3405. This section of the project consisted of two-lane rural arterial with water quality. The roadway consisted of 5 bridges and 3 culverts. Primary responsibilities for this project were determining the needed right of way for the ultimate design (four-lane divided), setting the horizontal and vertical alignments, as well as generating construction cost estimates and general notes. This project included water quality devices.

D.B. Wood Reconstruction, Williamson County – Williamson County. Associate Project Manager for this PS&E project which was to reconstruct D.B. Wood to connect to Cedar Breaks Road and served as part of Williamson County's Georgetown Loop. This project involved phased construction of the proposed two-lane undivided facility with a continuous left turn lane. I designed the roadway and drainage components for this project and generated the bid documents. I also aided the county with construction oversight. Construction oversight was the resolution of any design or constructability issues. Through the course of the project, design changes to meet the revised objectives were identified and the project plans and bid documents were prepared and let. This project is currently under construction and Gerald is serving as the PM of SLG's Construction Phase Services. In this capacity, Gerald has focused firm resources to provide the client responsive service consistent with the needs ongoing construction projects.

Cedar Breaks Road Relocation, Williamson County – Williamson County. Design Engineer, this project was a joint effort of the Corps of Engineers and Williamson County. The project served two critical roles. Constructed west portion of the Georgetown inner loop and it provided an alternate route, taking traffic off the Dam Structure. Responsible for roadway elements, drainage and water quality for this 2.5 mile stretch of roadway between Cedar Breaks and 3405. This project



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contains Williamson County's largest bridge 1500' long and 85' high. Also responsible for construction documents, cost estimate, verification of the contractor's bids and provided construction support for all construction issues.

University Blvd., Williamson County – City of Round Rock. Project Manager – Formerly a Williamson County project taken over by the City of Round Rock, this 3.4-mile project is situated between two major, State maintained roadways; FM 1460 and SH 130. The work performed consists of providing engineering services required for the preparation of PS&E for the addition of lanes and shoulders to an existing two-lane roadway to create a predominantly four-lane divided facility. Preparation of plans, details and quantities include roadway design, grading, paving, drainage, signing, pavement markings, signals, traffic control plans and construction cost opinions for the newly constructed west bound lanes and portions of east bound lanes to be reconstructed.

RM 2243 at Escalera Parkway, Williamson County – Williamson County. Project Engineer – For this intersection improvement project, located within the Edwards Aquifer Recharge Zone, provided engineering services required for preliminary studies, plan preparation and potential construction support. Initially, a traffic study was conducted and a traffic analysis and summary report of alternatives to improve operations/safety at the intersection was prepared. Next, survey, geotechnical, environmental and design services were used to further develop the preferred alternative, coordinate proposed improvements with TxDOT, TCEQ and other agencies, and prepare a complete PS&E package to be put out to bid. It is anticipated that after providing bid phase assistance, construction support in the form of responses to contractor requests for information and shop drawing review will be provided.

Arterial C, Williamson County – Williamson County. Design Manager of Williamson County's Arterial C for TxDOT. Arterial C connects O'Connor Drive from FM 620 to SH 45. Williamson County designed the section up to SH 45 and PBS&J designed the interchange with SH 45. I was in charge of design oversight. I reviewed and commented on submittals to TxDOT, for the Austin District Turnpike Project Office. I also worked with the railroad to acquire permitting for working over their lines. I designed possible alternatives for providing a water source to the toll ramp and designed the location of the leach field for the septic system. The project consisted of benched retaining walls, two braided ramps, three bridge structures, open flow ditch flow, and the design for a toll plaza.

SH 16 Roadway Widening and Reconstruction, San Saba County – TxDOT Brownwood District. Project Manager – This contract includes PS&E services for the widening and reconstruction of SH 16 between FM 1480 and the Mills County Line (10.4 miles). Design is to accommodate the creation of passing lane areas (Super2 Design). The project includes PS&E design of all roadway reconstruction elements including traffic control, cross-culverts, bridge class structure rail upgrades, driveway and intersection improvements, stormwater pollution prevention plans, signing and pavement markings. Additional project tasks include environmental study review, ROW evaluations, subsurface utility engineering, utility adjustment coordination, geotechnical borings and investigations, constructability reviews, project cost estimates, contract time determinations and preparation of project specific specifications and general notes. After project letting, construction phase services will begin.

FM 3338, Webb County – TxDOT Laredo District. Project Manager – This PS&E project consists of the rehabilitation of existing FM 3338 in Webb County from FM 1472 to SH 255, approximately 8.195 miles, in order to accommodate increased truck traffic and load limits. Project included roadway and traffic design, extending culverts, construction phasing and TCP, SW3P, utility coordination and preparation of PS&E documents.



Professional Engineer, TX

#77187

Education

Bachelor of Science, Civil Engineering

University of Texas, 1988

Years of Experience

36

Office Location

11211 Taylor Draper Lane,
Suite 106
Austin, TX 78759

Jeffery Seiler (Jeff), PE

SUMMARY OF QUALIFICATIONS

Mr. Seiler's experience includes twenty-six years as a consultant and more than ten years with TxDOT, where he performed duties ranging from project construction inspection to project management. Mr. Seiler has experience in projects from planning to PS&E preparation, including all phases of roadway and drainage design, time/labor/material cost projections and documentation, and construction monitoring. His responsibilities have encompassed overseeing transportation projects including design development, PS&E preparation, construction monitoring, and cost projections. He has assisted in the management of State and private office operations and personnel supervision, performed project administration, and maintained relations with Federal, State and Local officials and the public. Mr. Seiler is also proficient in the use of computer programs utilized for relevant engineering applications.

RELEVANT PROJECTS

County Road 214, Williamson County – Williamson County. Project Manager for alternative design concepts, right of way needs and PS&E development for the improvements to and extension of an existing county road. An improved route is needed due to development in the area and to provide a safe intersection with SH 29 in Liberty Hill. Roadway sections vary between two and five-lanes depending on traffic and turning needs and include both rural and urban design. Applicable coordination with the TxDOT Austin District and permit submittal and approval was conducted.

County Roads 157/127 and 129, Hays County – Hays County. Project Manager for the development of schematics and the design and PS&E development for the upgrading of five miles of county roads to TxDOT FM standards. Responsibilities included conducting public meetings, ROW determinations, utility coordination, roadway and drainage design traffic control plans and quantity calculations, construction cost estimates and construction support.

County Roads 122, 131, 222, and 225, Hays County – Hays County. Project Manager for the alternative design, schematics and PS&E development for the upgrading of 14 miles of county roads to TxDOT FM standards. Responsibilities included ROW determinations, utility coordination, roadway and drainage design, traffic control plans, quantity calculations, construction cost estimates and construction support.

University Blvd., Williamson County – Williamson County. Project Manager – This 3.4 mile project is situated between two major, State maintained roadways; FM 1460 and SH 130. The work performed consists of providing engineering services required for the preparation of PS&E for the addition of lanes and shoulders to an existing two-lane roadway to create a predominantly four-lane divided facility. Preparation of plans, details and quantities include roadway design, grading, paving, drainage, signing, pavement markings, signals, traffic control plans and construction cost opinions for the newly constructed west bound lanes and portions of east bound lanes to be reconstructed.

FM 1460, Williamson County – TxDOT Austin District. Project Manager responsible for alternative design concepts and PS&E development for the re-alignment and reconstruction of a rural, two-lane Farm to Market facility to a four-lane divided rural roadway with urban elements near the project terminus. The project limits are from University Blvd. to Old Settlers Blvd. in Round Rock (a distance of 2.5 miles). Intersection improvements, illumination design, utility coordination and signals were considered part of the project. Extensive coordination with State, County and City officials as well as public and private developers was necessary for determination of median cuts and other access and improvement issues along the route.

County Road 111 (Westinghouse Road), Williamson County – Williamson County. Project Manager for alternative design concepts, right of way needs and PS&E development for improvements to an existing county road. An improved roadway was needed due to development in the area and to accommodate a large amount of truck traffic from a local rock quarry. The proposed improvements increased the facility from a narrow two-lane rural section to a four-lane divided curb and gutter section from near IH 35 through an intersection with FM



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1460. Since portions of this project are located in the environmentally sensitive Edwards Aquifer Recharge Zone, a sedimentation/retention facility was designed, submitted and approved through TCEQ for the capture and release of roadway runoff. The project was taken from survey (including right of way documents) and environmental coordination and clearance and extended into construction.

Pond Springs Road, Williamson County – Williamson County. Project Manager responsible for preparation of PS&E for the widening of a section of existing two-lane roadway to a three-lane facility to accommodate increased turning traffic due to development. Also provided construction support.

Mager Lane Improvement Project, Hutto, Williamson County – City of Hutto. Project Manager - The limits of design for Mager Lane improvements are from FM 1660 to the east City Limits of Hutto. With projected land use being predominantly mid-density residential and commercial, this two-lane rural roadway had to be upgraded to provide for future growth and traffic demands. Additionally, because Mager is a key school route from nearby subdivisions, this section of roadway was identified as the number one priority in Hutto's Pedestrian Mobility Plan. The final section for this project is a three-lane urban facility with underground storm sewer, sidewalks and street trees. A right turn lane into the school was also designed to ease congestion during morning drop-off and afternoon pick-up periods. Project elements included right of way acquisition, utility coordination, pavement design, floodplain mapping and revisions, culvert design and channel improvements as well as traffic control, construction sequencing, storm sewer design and other normal roadway design tasks.

RM 2243 at Escalera Parkway, Williamson County – Williamson County. Project Manager – This intersection improvement project, located within the Edwards Aquifer Recharge Zone, includes engineering services required for preliminary studies, plan preparation and construction support. Initially, a traffic study was conducted and a traffic analysis and summary report of alternatives to improve operations/safety at the intersection was prepared. Next, survey, geotechnical, environmental and design services was used to further develop the preferred alternative, coordinate proposed improvements with TxDOT, TCEQ and other agencies, and prepare a complete PS&E package to be put out to bid. It is anticipated that after providing bid phase assistance, construction support in the form of responses to contractor requests for information and shop drawing review will be provided.

Mays Street Improvements, Williamson County – City of Round Rock. Project Manager for alternative design concepts, right of way needs, utility relocation needs and PS&E development for widening and extending an important arterial roadway through a developed area from FM 3406, north approximately 1800'. The proposed facility re-aligns a section of Mays Street and extends the five-lane, curb and gutter roadway. The entire facility was designed to the City of Round standards for an urban five-lane section. Full roadway plan documents were prepared including pavement design, intersection designs, storm sewer and traffic control.

FM 1100, Travis/Bastrop County – TxDOT Austin District. Project Manager responsible for alternative design concepts and PS&E development for the re-alignment and reconstruction of a rural, two-lane Farm to Market facility to a three-lane, curb and gutter section. FM 1100 is the primary access route to two Elgin ISD schools and is located in a rapidly developing area. Project responsibilities included right of way and easement determinations, complete storm sewer design and two signal designs. Project tasks also involved the design, analysis and details for extending existing drainage structures including one bridge class structure.

Loop 170, Nolan County –TxDOT Abilene District. Project Manager responsible for full PS&E development for a safety enhancement project near Sweetwater. An existing 20 ft to 26 ft wide paved facility was widened to 28 ft and multiple driveways and intersections were reworked to provide safe access to this State maintained roadway.

Clay Gann

Drainage Task Lead

CLGann, LLC

Years of Engineering Experience: 27+

Registration: Texas Professional Engineer, License #88491, Certified Floodplain Manager #2488-13N

Education: Bachelor of Science, Civil Engineering, Texas A&M University, 1996

Brief Bio

Clay Gann has more than 27 years of experience in the roadway design and construction industry with a heavy focus on drainage planning and PS&E, including complex H&H, bridge hydraulics/scour, storm sewers, culverts, channels & ditches, water quality, stormwater management, and erosion/sediment control. He has valuable experience in other disciplines, including roadway geometric design, right-of-way (ROW) determination, pond design, grading, and earthwork, retaining wall and bridge layouts, traffic control plans (TCP), signing and striping plans, utility plans, SUP design, and PS&E assembly. Clay is proficient in using various computer programs, including ProjectWise, MicroStation, OpenRoads Designer, GEOPAK Road/Drainage/Site, HEC-HMS, HEC-RAS 6.0 (1D & 2D), HY-8 and EPA-SWMM. Before gaining professional experience, Clay worked in the construction industry, where he gained valuable experience in site grading, drainage, concrete construction, landscaping & irrigation design/installation, retaining wall construction, CEI, material testing, and topographic surveying.

Relevant Experience:

SH 45SW FEIS & PS&E – | Travis and Hays Counties | TxDOT Austin District/CTRMA | Role: Drainage, Water Quality & SW3P Task Lead

This is a new, four-lane, limited access tolled facility between State Loop 1 (Mopac) to FM 1626. The corridor traverses an environmentally sensitive area, especially related to karst features/Edwards Aquifer recharge issues, requiring an extensive NEPA and public involvement process.

During the FEIS stage, Mr. Gann served as the Drainage and Water Quality Task Lead. He was directly responsible for the design and analysis of all major culverts, bridges over FEMA regulated streams, and 12 water quality ponds. The environmentally sensitive nature of the project required an enhanced level of TSS capture treatment involving multiple BPSs in series to adhere to both TCEQ RG-348 guidelines and stakeholder expectations while also preventing impacts to existing karst features.

During the PS&E stage, Mr. Gann served as the Drainage & SW3P Task Leader where he was directly responsible for preparing the hydrologic and hydraulic design, analysis and plan preparation for detailed grading, storm sewer systems, minor culverts, temporary/permanent erosion and sediment control BMPs, and karst protection. This is a highly celebrated project where Central Texas Regional Mobility Authority and the project's teaming partners have

received the following awards for this project:

International Partnering Institute: Collaborative Project of the Year Award, 2020

American Public Works Association: Technical Innovation Award, 2020

Special District Program Awards: Technology Innovation: Operations Award, 2019

American Council of Engineering Companies (ACEC), Texas Chapter: Gold in the Environmental category, and Silver in the Water Resources category, 2019

Greater Austin Business Awards Brookfield Residential Environmental Champion Award Sustainability and Innovation, 2018

CR 245 | City of Georgetown, Texas and Williamson County | Williamson County | Role: Drainage and Water Quality Task Lead for Schematic and PS&E

Located within the Edwards Aquifer Recharge Zone and Contributing Zone, Mr. Gann was the Drainage Task Lead for the Schematic, PS&E and Water Quality design to widen 1.1 miles of CR 245 from RM 2338 to Ronald Reagan Boulevard from a two-lane roadway to a three-lane roadway with shoulders and a center turn lane. The portion within the Recharge Zone was within the City of Georgetown (COG) city limits, so strict COG water quality ordinances had to be followed. Using the WILCO Road Bond Program Design Criteria Manual, Mr. Gann provided detailed guidance to a staff EIT in preparing schematic hydrologic and hydraulic design and analysis for two minor culverts and one FEMA-regulated culvert crossing at Cowan Creek. Each crossing was designed to safely pass the 4% AEP storm event with freeboard, while the Cowan Creek crossing was further designed to avoid adverse impacts to the 1% AEP effective floodplains. The Cowan Creek culvert will be replaced with a bridge that spans the effective floodplain. Mr. Gann and his staff performed the following H&H tasks as needed to complete the schematic report and subsequent PS&E drainage plans.

1. TNRIS Lidar was used to generate 1-foot contours for use in delineating watersheds for the corridor. Lidar was also used to cut HEC-RAS cross sections outside the roadway ROW and compute stage/storage/discharge curves for impact analysis.
2. The NOAA Atlas 14 Precipitation Frequency Data Server (PFDS) was used to gather precipitation depth data.
3. CN values were computed using QGIS. Maps of the hydrologic soil groups (using Web Soil Survey) along with land use types/vegetal cover (using the latest orthographic imagery) were generated by GIS to assist in the CN value computation process.
4. Times of concentration and lag times were computed using the Kerby Kirpich Method and validation from the NRCS method.
5. For watersheds greater than or equal to 200 acres, HEC-HMS and the NRCS Unit Hydrograph methodology were used to compute peak flows for all AEP storm events for existing and proposed conditions. An impact analysis was provided to determine the extent of any impacts along the corridor. For watersheds less than 200 acres, the Rational

Method was used to compute peak flows.

6. HEC-RAS was used to model complex hydraulics for the Cowan Creek crossing, while HY-8 was used to design the minor culverts.
7. Roadside ditches were designed to meet vegetated filter strip (VFS) requirements using normal depth computations and a Geopak Drainage model to design driveway culverts.
8. Mr. Gann prepared the Draft and Final Drainage Report.
9. Mr. Gann used TCEQ RG-348 guidelines to design VFS throughout the corridor, prepare water quality plans/layouts/details, and a Water Pollution Abatement Plan for TCEQ approval.

CR 314 | Williamson County | Williamson County | Role: Drainage Task Lead for Schematic and PS&E

Mr. Gann currently provides the Schematic and PS&E design as Drainage Task Lead for widening 3.66 miles of CR 314 from IH-35 NBFR to 1.19 miles east of CR 332 from a two-lane roadway to a three-lane roadway with shoulders and a center turn lane. Using the WILCO Road Bond Program Design Criteria Manual, Mr. Gann prepared hydrologic and hydraulic design and analysis for nine minor culverts and one FEMA-regulated culvert crossing along the corridor. The one FEMA-regulated culvert conveys flow for Willis Creek. Each crossing was designed to safely pass the 4% AEP storm event with freeboard, while the Willis Creek crossing was designed to avoid adverse impacts to the 1% AEP effective floodplains. With existing insurable structures in the floodplain, the Willis Creek culvert will be replaced with a new bridge that provides for improved grading under the bridge to help mitigate for floodplain impacts. HY-8 was used to design all minor culverts while Geopak Drainage was used to design ditches and parallel culverts. Mr. Gann is also responsible for preparing the Draft and Final Drainage Report.

CR 332 | Williamson County | Williamson County | Role: Drainage Task Lead for Schematic and PS&E

This is a project to widen 1.12 miles of CR 332 from CR 313 to FM 487 from a two-lane roadway to a two-lane roadway with shoulders. Using the WILCO Road Bond Program Design Criteria Manual, Mr. Gann performed hydrologic and hydraulic design and analysis for three culvert crossings along the corridor, two of which were located on FEMA-regulated Zone A floodplains. Two crossings are located on Unnamed Tributaries to Donahoe Creek, while the other was located along Donahoe Creek. Each crossing was designed to safely pass the 4% AEP storm event with freeboard, while the two FEMA-regulated crossings were designed to avoid adverse impacts to the 1% AEP effective floodplains. He used Atlas 14 precipitation data, NRCS Unit Hydrograph methodology, HEC-HMS, and QGIS to prepare CN value computations, peak Q computations, and impact analysis for all three crossings for both existing and proposed conditions. HEC-RAS was used to model complex hydraulics for each crossing, two of which required a split flow

optimization analysis. Mr. Gann prepared the Draft and Final Drainage Report. He used Geopak Drainage to design all roadside ditches and driveway culverts. After realizing the cost of three new bridge-class crossings, the GEC/County decided to shorten the limits of the corridor for the PS&E stage to remove the increased drainage costs.

Georgetown Inner Loop @ Wilco Way | Project Location | Williamson County | Role: Drainage Task Manager for Schematic and PS&E

This project provided needed safety improvements such as additional turn lanes and shoulders by widening 1.2 miles of the Inner Loop (from Maple Street to 500' NW of Rockride Lane). Mr. Gann designed and prepared plans for work relating to storm sewer and cross culverts. Mr. Gann also provided guidance to an EIT in preparing PS&E related to storm sewer and cross culvert design. He was directly responsible for providing the preliminary layout and design of two extended detention ponds required to adhere to the Edwards Aquifer water quality regulations.

RM 1431 (W. Whitestone Blvd.) | Austin, Texas | TxDOT Austin District | Role: Drainage Task Lead for PS&E

This project involved the reconstruction of 1.7 miles (From Vista Rock Dr. to Wire Road) of four-lane undivided rural roadway to a four-lane divided and five-lane undivided section, with shoulders and turn lanes with a portion on new alignment. The project also included the reconstruction of 0.1 miles of New Hope Drive, the intersection with W. New Hope Drive, and the intersection of Woodall Dr. with New Hope Drive. Mr. Gann designed all associated drainage infrastructure, including seven cross culverts, several multiple box culverts, various storm sewer systems (including an MSE wall system), roadside ditches, and multiple driveway pipes. Three challenging aspects of the drainage design were the very limited ROW, the need to design around a large water main, and problematic low slope (min. cover) drainage conditions in one location. With limited ROW and large areas of off-site flow draining into the project site, Mr. Gann detailed multiple concrete riprap channels along the ROW. One riprap channel located at the NE corner of New Hope and Woodall involved routing a new storm sewer system and riprap around an existing water main. Another complicated design issue was a small culvert that crossed the service road into the Travis County Transfer Station. With almost no cover and flat terrain, Mr. Gann designed a direct loaded slotted drain cross culvert to alleviate roadway flooding issues.



Thomas (Tom) Ashcraft, PE

Structural Engineer

Education

Bachelor of Science, Civil Engineering, University of Texas at Austin, 1989

Registrations

Professional Engineer:
Texas #81411, 1996
Oklahoma #25847, 2012
Colorado #0052910, 2017
Louisiana #37203, 2014
Virginia #0402049989, 2014

Years of Experience

32

Years with CP&Y

22

TxDOT Precertifications

5.2.1 Bridge Design
5.3.1 Multi-Level Interchange Design

Memberships and Affiliations

Structural Engineers Association of Texas (SEAoT)

Infrastructure Advancement Institute (IAI)

External Advisory Committee (EAC) Member of the Department of Civil, Architectural and Environmental Engineering, University of Texas at Austin (2014-2016)

Background

Tom has 32 years of bridge design experience in Texas and manages the Bridges and Special Structures Group. Tom has served as a project manager and bridge design task leader on numerous rural and urban projects involving new bridges, bridge replacements, widening and drainage structures. Tom is recognized for his strong technical skills and thorough understanding of bridge details and plans. He is also an effective communicator who has established a reputation for providing a high level of service to a wide variety of clients. Tom is experienced in the structural analysis and design of prestressed concrete, reinforced concrete and structural steel.

Project Experience

FM 562 at Lone Oak Bayou Bridge Replacement, TxDOT Beaumont District, Texas

Project Manager. PS&E for the phased bridge replacement of FM 562 at Lone Oak Bayou in Chambers County. Project involved replacement of an existing two span concrete slab and girder span bridge with a single span box beam bridge in narrow ROW with existing underground and aerial utilities on both sides of the roadway. Led the design team handling roadway, bridge, hydraulic and traffic control design. During PS&E development, regularly coordinated with the TxDOT BMT District who handled the environmental permitting and utility coordination effort. Project was design for tidal impacts and included cofferdam and retaining wall construction as well as protection for Black Rail habitat and mitigating wetland impacts. Oversaw completion of the PS&E and supporting documents and participated in TxDOT review meetings at each of the project submittal levels.

290E/SH 130 3 DC Interchange (Manor Expressway phase III), Central Texas Regional Mobility Authority, Austin, Texas

Deputy Project Manager/Bridge Design Task Leader. Toll facility project for the PS&E design for the addition of three direct connectors to the existing interchange at SH 130 and US 290E. Assisted the Project Manager in coordination of in-house project design staff and sub-consultants performing survey, SUE, geotechnical investigations/analysis, traffic control plans, drainage design and ITS development. Oversaw the structural design team completing the design of the direct connectors which included prestressed concrete and steel plate girder design, single, multiple and post-tensioned straddle bents and drilled shaft foundations. Monoshaft foundations were used for single columns to save construction time and cost and mitigate impact to existing traffic. Provided QA review of the structural plans at each submittal. Coordinated activities of a subconsultant providing bridge design support and toll gantry design. Participated in bi-weekly coordination meetings with the CTRMA and TxDOT liaison and in submittal review meetings. Developed Exhibit A documents and participated in coordination meetings with the Cap Metro Transportation Authority regarding their rail crossing within the project limits. Oversaw construction phase services for shop plan review, RFI support and design solutions for nonconforming structural items.

US 183A Phase 3, CTRMA, Williamson County, Texas

Structural Task Leader. PS&E design for the construction of a 6.7-mile, 4-lane tolled expressway from Hero Way to SH 29. Structural items included a bridge widening, nine new overpasses, two bridges, three new underpasses, a pedestrian bridge, soil nail retaining walls and miscellaneous drainage structures. Oversaw development of the bridge

layouts and managed the structural design team. Regularly coordinated with the project manager, roadway, hydraulic and ITS disciplines, and participated in bi-weekly progress meetings with the CTRMA and TxDOT review meetings. Currently supporting construction phase services on structural related RFIs and shop plans.

San Gabriel River Bridge, TxDOT Austin District, Texas

Bridge Design Task Leader. Design of 520-foot-long, 66-foot-wide prestressed concrete I-beam structure. Oversaw development of the bridge layouts and performed design of all bridge structural components including design of prestressed concrete AASHTO Type IV beams, reinforced concrete abutment and bent caps, columns, web walls and foundation design. Oversaw all detailing of bridge plans for inclusion in final PS&E plans. Coordinated extensively with roadway, hydraulic and geotechnical disciplines to ensure that the bridge incorporated necessary requirements in those areas. Completed the bridge design and plans several weeks in advance of project deadline and under budget.

CR 118 at Cottonwood Creek, Williamson County

Structural Lead. Project involved the emergency repair of corrosion on existing steel H-piles for this 40-foot-long, 2-span CIP slab bridge. Provided structural consulting and independent review of repair plans prepared by ATG which included the bridge layout, structural repair details and notes to remedy the corrosion of the existing steel H-piles on the interior bent, and the use of coffer dams to facilitate completion of the repairs in the channel.

FM 2696 (Blanco Road), Bexar County, Texas

Structural Design Task Leader on project consisting of the widening of a non-freeway facility, which included two phased bridge replacement (one prestressed beam structure and one flat slab structure). Tom developed bridge layouts for both structures and coordinated with roadway and hydraulic disciplines to determine appropriate bridge length and profile. Both structures used stone riprap at the abutment embankments for erosion protection, and foundations were designed for to accommodate scour potential. Tom supervised completion of the bridge design and condition surveys performed on three existing bridge class culverts on the project and reviewed the bridge plans. Tom led the structures team completing the work on an accelerated design schedule, designing both bridges in less than three months. He also provided review of shop plans and RFI support during construction.

SE Loop Segment 1, Phase 1, Williamson County

Structural Task Lead on 1.8 mile project between SH 130 and CR 137. Project included new bridges over SCS Pond 21 and SCS Pond 21 Tributary. Bridges included prestressed concrete Tx girders on conventional reinforced concrete substructure and drilled shaft foundations. Tom provided oversight of bridge layout development and detailed design, and coordinated with roadway, drainage, and geotechnical disciplines in the development of the plans. Tom also participated in review meetings and coordination meetings with Williamson County and the project GEC.

SH 45 SW Project, CTRMA, Austin, Texas

Structural Task Leader. Subcontract for performing PS&E design services involving four bridge widenings, two new overpasses, a 1,247-foot-long stream crossing at Bear Creek, a 100-foot bridge over a karst feature and four direct connectors at the intersection of SH 45 and Loop 1. Work assignments included the development of all bridge layouts, structural design and detailing for all bridges, drainage structures, overhead sign bridges, DMS signs and toll gantries, foundations and aesthetic detail sheets. Structural elements included prestressed concrete, reinforced concrete and structural steel. Responsibilities included oversight of CP&Y staff working on the project, regular coordination with project team members, participation in CTRMA progress meetings and TxDOT review meetings. Construction review of structural shop plans and RFI support during construction.

Old San Antonio Road At Onion Creek Bridge, Travis County, Texas

Project Manager. Bridge replacement project of an existing low water crossing on Old San Antonio Road at Onion Creek. Oversaw construction phase services involving evaluation of replacement alternatives, environmental assessments, public involvement, utility coordination, survey, geotechnical investigations, roadway design, bridge design, traffic control, survey and hydraulic design. Managed the CP&Y design team performing the preliminary engineering and final PS&E plan development. Responsibilities include coordination and management of in-house design staff and seven subconsultants performing environmental and engineering support services. Regular coordination with the Travis County project manager concerning project issues and progress, and handles invoicing and other non-technical management aspects required on the project. Provided construction phase services which included RFI support, shop plan review, construction progress assessment, and project close out.



September 7, 2022

Ms. Joy Simonton, Purchasing Agent
Williamson County
100 Wilco Way, Suite P101
Georgetown, TX 78626

Re: Recommendation for 22RFSQ128 Engineering Services – Schematics and Design of CR 255/CR 289 from CR 254 to Ronald Reagan Blvd.

Dear Joy,

Based on the attached supporting documentation for the Engineering Services for CR 255/CR 289 project, the Evaluation Committee recommends the selection of Seiler Lankes Group. Which was the top ranked firm from the evaluation process.

Seven firms were evaluated on August 31, 2022 by the following Evaluation Committee:

Valerie Covey, County Commissioner, Precinct Three
Robert B. Daigh, P.E., Senior Director of Infrastructure
Kon Kwan, P.E., Supervising Engineer

Please feel free to contact me if you have any questions or concerns.

Sincerely,

Robert B. Daigh

Robert B. Daigh, P.E.
Senior Director of Infrastructure

Williamson County
3151 S.E. Inner Loop
Georgetown, TX 78626
512.943.3330

Commissioners Court - Regular Session**30.****Meeting Date:** 10/11/2022

22IFB139 FM 3349 at US 79 - Notice of Intent (NOI)

Submitted By: Julissa Vasquez, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

Information**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 22IFB139 - FM 3349 at US 79, a Road Bond program in Commissioner Pct. 4 Project: P332 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	Acct No.	Description	Amount
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Attachments

22IFB139-FM3349 NOI

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Julissa Vasquez

Final Approval Date: 10/06/2022

Reviewed By

Becky Pruitt

Date

10/06/2022 09:55 AM

Started On: 10/04/2022 10:09 AM

Texas Commission on Environmental Quality

Construction Notice of Intent

Site Information (Regulated Entity)

What is the name of the site to be authorized? FM 3349 at US 79

Does the site have a physical address? No

Physical Address

Because there is no physical address, describe how to locate this site: FM 3349 from North of CR 404 to CR 395

City Taylor

State TX

ZIP 76574

County WILLIAMSON

Latitude (N) (##.#####) 30.525527

Longitude (W) (-###.#####) -97.488286

Primary SIC Code 1611

Secondary SIC Code

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)? FM 3349 at US 79

Does the RE site have a physical address? No

Physical Address

Because there is no physical address, describe how to locate this site: FM 3349 from North of CR 404 to CR 395

City Taylor

State TX

ZIP 76574

County WILLIAMSON

Latitude (N) (##.#####) 30.525527

Longitude (W) (-###.#####) -97.488286

Facility NAICS Code

What is the primary business of this entity? Government

Customer (Applicant) Information

How is this applicant associated with this site? Operator

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

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. Yes

Responsible Authority Contact

Organization Name	Williamson County
Prefix	THE HONORABLE
First	Bill
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 # 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 # 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?	No
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Is your construction activity associated with an oil and gas exploration, production, processing, or treatment, or transmission facility?	No
What is the Primary Standard Industrial Classification (SIC) Code that best describes the construction activity being conducted at the site?	1611
If applicable, what is the Secondary SIC Code(s)?	
What is the total number of acres disturbed?	136
Is the project site part of a larger common plan of development or sale?	No
What is the estimated start date of the project?	10/17/2022
What is the estimated end date of the project?	04/30/2027
Will concrete truck washout be performed at the site?	Yes
What is the name of the first water body(s) to receive the stormwater runoff or potential runoff from the site?	Boggy Creek Tributary 1, Mustang Creek Tributary 2
What is the segment number(s) of the classified water body(s) that the discharge will eventually reach?	1244
Is the discharge into a Municipal Separate Storm Sewer System (MS4)?	No
Is the discharge or potential discharge within the Recharge Zone, Contributing Zone, or Contributing Zone within the Transition Zone of the Edwards Aquifer, as defined in 30 TAC Chapter 213?	No
I certify that a stormwater pollution prevention plan has been developed, will be implemented prior to construction, and to the best of my knowledge and belief is compliant with any applicable local sediment and erosion control plans, as required in the general permit TXR150000. Note: For multiple operators who operate under a shared SWP3, the confirmation of an operator may be limited to its obligations under the SWP3 provided all obligations are confirmed by at least one operator.	Yes
I certify that I have obtained a copy and understand the terms and conditions of the Construction General Permit (TXR150000).	Yes
I understand that a Notice of Termination (NOT) must be submitted when this authorization is no longer needed.	Yes

Commissioners Court - Regular Session**31.****Meeting Date:** 10/11/2022

22IFB141 CR 258 Extension - Notice of Intent (NOI)

Submitted By: Julissa Vasquez, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

Information**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 22IFB141-CR 258 Extension, a Road Bond program in Commissioner Pct. 2 Project: P277 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	Acct No.	Description	Amount
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Attachments

22IFB141-CR 258 Extension_NOI

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Julissa Vasquez

Final Approval Date: 10/06/2022

Reviewed By

Becky Pruitt

Date

10/06/2022 07:00 AM

Started On: 10/05/2022 02:36 PM

Texas Commission on Environmental Quality

Construction Notice of Intent

Site Information (Regulated Entity)

What is the name of the site to be authorized?	CR 258 Extension
Does the site have a physical address?	No
Physical Address	
Because there is no physical address, describe how to locate this site:	US 183 to 361 East of Existing CR 258
City	Leander
State	TX
ZIP	78642
County	WILLIAMSON
Latitude (N) (##.#####)	30.674183
Longitude (W) (-###.#####)	-97.879372
Primary SIC Code	1611
Secondary SIC Code	
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)?	CR 258 Extension
Does the RE site have a physical address?	No
Physical Address	
Because there is no physical address, describe how to locate this site:	US 183 to 361 East of Existing CR 258
City	Leander
State	TX
ZIP	78642
County	WILLIAMSON
Latitude (N) (##.#####)	30.674183
Longitude (W) (-###.#####)	-97.879372
Facility NAICS Code	
What is the primary business of this entity?	Government

Customer (Applicant) Information

How is this applicant associated with this site?	Operator
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
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.	Yes

Responsible Authority Contact

Organization Name	Williamson County
Prefix	THE HONORABLE
First	Bill
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:	CN600897888, Williamson County RESPONSIBLE AUTHORITY

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?	No
Is your construction activity associated with an oil and gas exploration, production, processing, or treatment, or transmission facility?	No
What is the Primary Standard Industrial Classification (SIC) Code that best describes the construction activity being conducted at the site?	1611
If applicable, what is the Secondary SIC Code(s)?	
What is the total number of acres disturbed?	11.3
Is the project site part of a larger common plan of development or sale?	No
What is the estimated start date of the project?	10/24/2022
What is the estimated end date of the project?	06/28/2024
Will concrete truck washout be performed at the site?	Yes
What is the name of the first water body(s) to receive the stormwater runoff or potential runoff from the site?	North Fork San Gabriel River
What is the segment number(s) of the classified water body(s) that the discharge will eventually reach?	1251
Is the discharge into a Municipal Separate Storm Sewer System (MS4)?	No
Is the discharge or potential discharge within the Recharge Zone, Contributing Zone, or Contributing Zone within the Transition Zone of the Edwards Aquifer, as defined in 30 TAC Chapter 213?	No
I certify that a stormwater pollution prevention plan has been developed, will be implemented prior to construction, and to the best of my knowledge and belief is compliant with any applicable local sediment and erosion control plans, as required in the general permit TXR150000. Note: For multiple operators who operate under a shared SWP3, the confirmation of an operator may be limited to its obligations under the SWP3 provided all obligations are confirmed by at least one operator.	Yes
I certify that I have obtained a copy and understand the terms and conditions of the Construction General Permit (TXR150000).	Yes
I understand that a Notice of Termination (NOT) must be submitted when this authorization is no longer needed.	Yes

Commissioners Court - Regular Session**32.****Meeting Date:** 10/11/2022

Southeast Loop (Segment 2) Contract

Submitted For: Charlie Crossfield**Submitted By:** Charlie Crossfield, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss and take appropriate action on a real estate contract with Starlight Homes Texas L.L.C. for 2.917 acres of ROW needed on Southeast Loop Segment 2. (Parcel 27 part 2) Funding Source: TANS P588

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Contract

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 10/06/2022

Reviewed By

Becky Pruitt

Date

10/06/2022 11:43 AM

Started On: 10/05/2022 09:18 AM

REAL ESTATE CONTRACT
Southeast Loop (Segment 2) Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **STARLIGHT HOMES TEXAS L.L.C.** (referred to in this Contract as "Seller", whether one or more) and **WILLIAMSON COUNTY, TEXAS** (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I
PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

All of that certain 2.917 acre (127,048 square foot) tract of land, out of and situated in the James Hickman Survey, Section No. 24, Abstract No. 291, in Williamson County; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 27 Part 2**);

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 and fixtures situated on and attached to the Property described herein not otherwise retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II
PURCHASE PRICE

Purchase Price

2.01. The Purchase Price for the Property described in Exhibit "A", any improvements thereon, and any damage to or cost of cure for the remaining property of Seller shall be the sum of TWO HUNDRED NINETY-ONE THOUSAND SEVEN HUNDRED and 00/100 Dollars (\$291,700.00).

Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash or other readily available funds at the Closing.

Special Provisions

2.03.1. Contingent Possession Agreement. By execution of this Contract, the parties acknowledge that the 0.798 acre parcel described by metes and bounds in Exhibit "B" attached hereto (the "Subdivision R.O.W.") is within an area to be dedicated or otherwise conveyed as public road right of way, to be named Cedar Fork Road, as part of Seller's Final Plat of the Gola

Subdivision Phase I (the “Gola Plat”), a copy of which is attached hereto as Exhibit “C”.

If, prior to the recording of the Gola Plat dedicating the Subdivision R.O.W. parcel to public use, the Purchaser needs to begin construction of any portion of its proposed Southeast Loop Segment 2 roadway improvements (the “Roadway Project”) upon portions of the Subdivision R.O.W. parcel, Purchaser will notify Seller and the parties shall execute a Possession and Use Agreement for Transportation Purposes, substantially in the form of Exhibit “D” attached hereto, which allows possession for construction of the Roadway Project until such time as the Gola Plat is recorded and the Subdivision R.O.W. dedication occurs, and which is suitable for recording in the Official Records of Williamson County, Texas.

2.03.2. Seller’s Construction Phase Access. At all times during Purchaser’s construction of the proposed Roadway Project, Seller shall be provided with reasonable vehicular ingress and egress access across the Subdivision R.O.W. parcel between FM 1660 and the remaining property of Seller if the proposed Roadway Project is to be constructed prior to installation of Cedar Fork Road, unless otherwise agreed to with Seller, its successors or assigns, in advance.

If construction of Cedar Fork Road is completed prior to the time installation of Purchaser’s proposed Roadway Project is completed, ingress and egress from the proposed Gola Plat subdivision along Cedar Fork Road shall be connected to the County’s proposed Roadway Project as part of the project construction at the County’s sole expense.

2.03.3. Utility Crossings Review. Seller shall submit any proposed utility crossings which are to cross the Property or the Subdivision R.O.W. parcel as necessary to facilitate subdivision development or operation on Seller’s remaining property to Purchaser for review and approval of coordination with the proposed Roadway Project design. Purchaser agrees to timely review and provide approval or comments and instructions regarding the sufficiency or alternate suggested size, depth and location design of any utility facility crossings, which approval shall not be unreasonably withheld, conditioned, or denied.

Any approved utility crossings within the Property or the Subdivision R.O.W. parcel which are in place prior to construction of Purchaser’s proposed Roadway Project will be accommodated in place or adjusted to coordinate with the proposed Roadway Project facility in accordance with standard Williamson County Utility Adjustment and Reimbursement policies and procedures, and other Texas law.

2.03.4. Plat review or document execution by County. Purchaser agrees to timely review, provide responsive comment for, and otherwise approve and execute any documents reasonably required by Purchaser for completion of the Gola Plat.

The rights and obligations of the parties in this Section 2.03 shall survive the Closing of this transaction, and are not otherwise merged herein.

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

4.01. Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the current, actual knowledge of Seller:

(a) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than previously disclosed to Purchaser;

(b) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof;

4.02. The Property is being conveyed to Purchaser under threat of condemnation.

ARTICLE V
CLOSING

Closing Date

5.01. The Closing shall be held at the office of Texas National Title Company on or before October 31, 2022, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Williamson County a duly executed and acknowledged Deed conveying good and indefeasible title 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 those matters set forth in the Deed.

(2) The Deed to Purchaser shall be in the form as shown in Exhibit "D" attached hereto.

(3) 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 permanent interests being conveyed in the Property subject only to the terms of such policy, 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".

(4) Deliver to Purchaser possession of the Property.

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 portion of the Property conveyed in fee shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing, but shall otherwise remain the obligation of Seller to satisfy. 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. Agricultural roll-back taxes, if any, which directly result from this Contract and conveyance shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

- (1) Owner's Title Policy and survey to be paid by Purchaser.
- (2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.
- (3) All other closing costs shall be paid by Purchaser.

- (4) Attorney's fees paid by each respectively.

ARTICLE VI BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) terminate this Contract and 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 the Williamson County commissioners' court, 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.

SELLER:

STARLIGHT HOMES TEXAS L.L.C.

By: MR RINGEL
Name: Michael G. Ringel
Its: VP FINANCE

Address: 10721 Research Blvd., Ste. B210
Austin, Texas 78759

Date: 09-29-2022

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
County Judge

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

Date: _____

EXHIBIT “A”

DESCRIPTION OF PROPERTY

EXHIBIT "A"

County: Williamson
Parcel No.: 27_2
Tax ID: R020596
Highway: Southeast Loop
Limits: From: C.R. 137
To: C.R. 404

Page 1 of 5
September 2, 2022

PROPERTY DESCRIPTION FOR PARCEL 27_2

DESCRIPTION OF A 2.917 ACRE (127,048 SQ. FT.) PARCEL OF LAND LOCATED IN THE JAMES HICKMAN SURVEY, SECTION NO. 24, ABSTRACT NO. 291, WILLIAMSON COUNTY, TEXAS BEING A PORTION OF A CALLED 110.56 ACRE TRACT OF LAND, DESCRIBED AS TRACT 3 IN A DEED TO STARLIGHT HOMES TEXAS L.L.C., RECORDED MAY 19, 2021 IN DOCUMENT NO. 2021074553, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.); SAID 2.917 ACRE (127,048 SQ. FT.) PARCEL, AS SHOWN ON A PLAT PREPARED BY SAM, LLC, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch iron rod found 454.73 feet right of Southeast Loop Engineer's Centerline Station (E.C.S.) 285+81.79 on the existing south right-of-way line of F.M. 1660, a variable width right-of-way, as described in Volume 386, Page 389, Deed Records of Williamson County, Texas (D.R.W.C.TX.), and as depicted in Texas Department of Transportation (TXDOT) strip map CSJ Number 1566-002-01, dated July 1952, for the northwest corner of a called 1.0 acre tract of land, described in a deed to the City of Hutto, Texas, recorded in Document No. 2008034765, O.P.R.W.C.TX., same being the northeast corner of said Tract 3;

THENCE N 63°36'21" W, with the existing south right-of-way line of said F.M. 1660, a distance of 338.59 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" (Surface Coordinates: N=10,162,068.11, E=3,181,129.90) set 233.42 feet right of Southeast Loop E.C.S 283+10.76 on the proposed south right-of-way line of said Southeast Loop, for the northeast corner and the **POINT OF BEGINNING** of the parcel described herein;

THENCE, departing the existing south right-of-way line of said F.M. 1660, with the proposed south right-of-way line of said Southeast Loop, over and across said Tract 3, the following two (2) courses and distances numbered 1-2:

- 1) S 76°55'20" W, a distance of 53.43 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 230.00 feet right of Southeast Loop E.C.S 282+53.85, said point being the beginning of a curve to the left, and
- 2) With said curve to the left, an arc distance of 574.13 feet, through a delta 09°32'55", having a radius of 3,445.00 feet and a chord which bears S 68°02'19" W, a distance 573.47 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 230.00 feet right of Southeast Loop E.C.S 276+41.39 on the common line of said Tract 3 and of a called 24.17 acre tract of land, described in a deed to Alex Vacle Gola Sr., recorded in Document No. 2003030744, O.P.R.W.C.TX., for the southwest corner of the parcel described herein;

THENCE, departing the proposed south right-of-way line of said Southeast Loop, with the common line of said Tract 3 and said 24.17 acre tract, the following two (2) courses and distances numbered 3-4:

- 3) N 07°55'04" E, a distance of 14.78 feet to a calculated point, and
- 4) N 07°37'07" E, a distance of 473.70 feet to a 1/2-inch iron rod found on the existing south right-of-way line of said F.M. 1660, for the northeast corner of said 24.17 acre tract, same being the northwest corner of said Tract 3 and the parcel described herein;

EXHIBIT "A"

County: Williamson
Parcel No.: 27_2
Tax ID: R020596
Highway: Southeast Loop
Limits: From: C.R. 137
To: C.R. 404

Page 2 of 5
September 2, 2022

5) **THENCE** S 63°36'21" E, departing the common line of said Tract 3 and said 24.17 acre tract, with the existing south right-of-way line of said F.M. 1660, a distance of 579.46 feet to the **POINT OF BEGINNING**, and containing 2.917 acres (127,048 sq. ft.) of land, more or less.

This property description is accompanied by a separate plat of even date.

Bearing Basis:

All bearings shown are based on NAD83/2011/NADV88 Texas Coordinate System, Central Zone. All distances shown are surface and may be converted to grid by dividing by a Surface Adjustment Factor of 1.00012352. All coordinated shown are in surface and may be converted by dividing by the same factor. Project units are in U.S. Survey Feet.

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

That I, Scott C. Brashear, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on the date shown below.

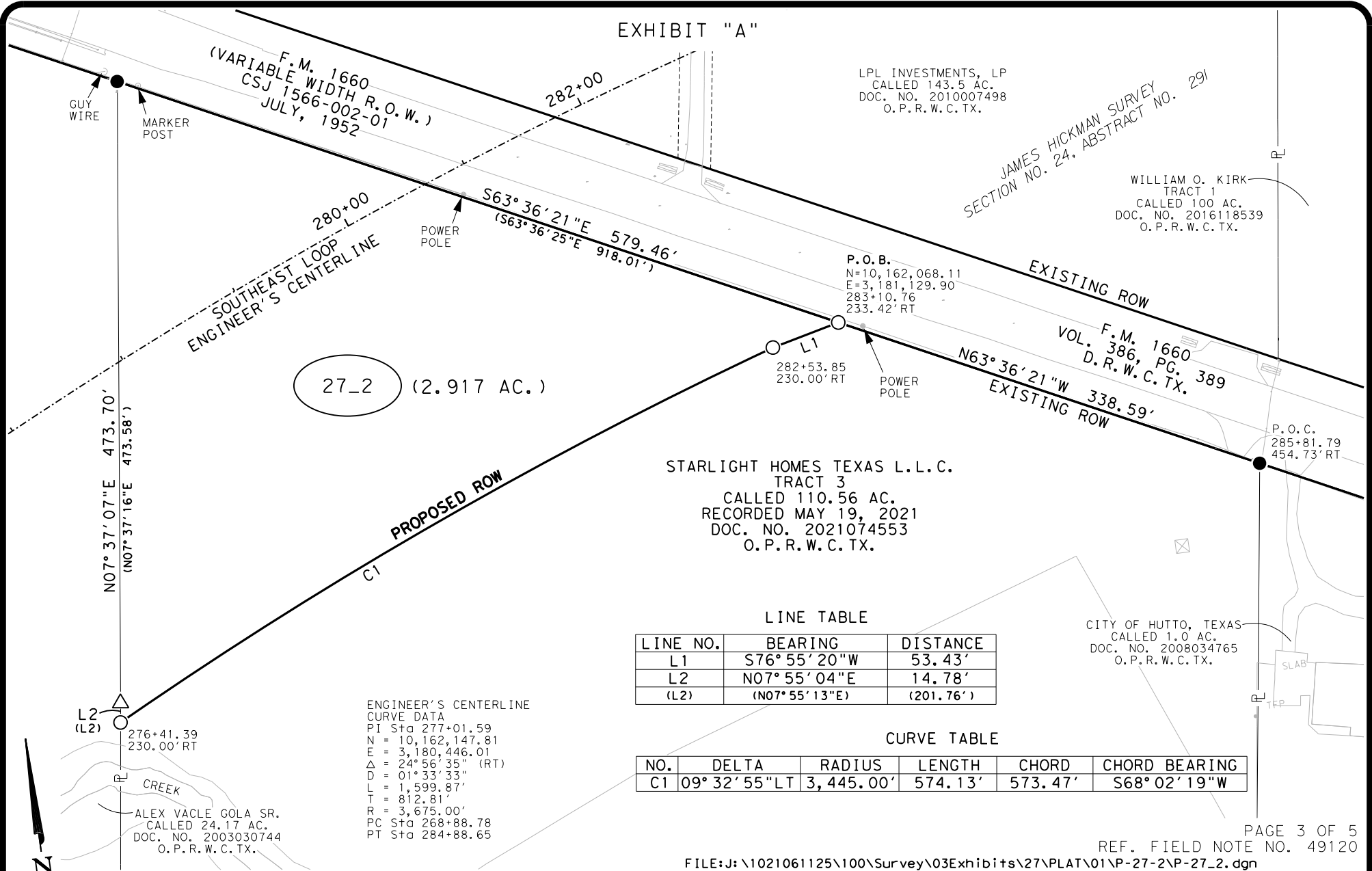
SURVEYING AND MAPPING, LLC
4801 Southwest Pkwy
Building Two, Suite 100
Austin, Texas 78735
TX. Firm No. 10064300



Sund C. R. 09/02/2022

Scott C. Brashear
Registered Professional Land Surveyor
No. 6660 – State of Texas

EXHIBIT "A"



LPL INVESTMENTS, LP
 CALLED 143.5 AC.
 DOC. NO. 2010007498
 O.P.R.W.C. TX.

JAMES HICKMAN SURVEY
 SECTION NO. 24, ABSTRACT NO. 291

WILLIAM O. KIRK
 TRACT 1
 CALLED 100 AC.
 DOC. NO. 2016118539
 O.P.R.W.C. TX.

P.O.B.
 N=10,162,068.11
 E=3,181,129.90
 283+10.76
 233.42' RT

POWER POLE

F.M. 1660
 VOL. 386, PG. 389
 D.R.W.C. TX.

P.O.C.
 285+81.79
 454.73' RT

STARLIGHT HOMES TEXAS L.L.C.
 TRACT 3
 CALLED 110.56 AC.
 RECORDED MAY 19, 2021
 DOC. NO. 2021074553
 O.P.R.W.C. TX.

CITY OF HUTTO, TEXAS
 CALLED 1.0 AC.
 DOC. NO. 2008034765
 O.P.R.W.C. TX.

PAGE 3 OF 5
 REF. FIELD NOTE NO. 49120

EXISTING	116.56 AC.	ACQUIRE	2.917 AC.	REMAINING	107.704 AC. RIGHT
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4801 Southwest Parkway
 Building Two, Suite 100
 Austin, Texas 78735
 (512) 447-0575
 Fax: (512) 326-3029
 Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
 SHOWING PROPERTY OF
 STARLIGHT HOMES TEXAS L.L.C.
 TAX ID: R020596
 PARCEL 27_2
 2.917 AC. (127,048 SQ. FT.)

SCHEDULE B:
THIS SURVEY HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE OF NO. T-159148, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE MAY 5, 2022, AND ISSUED DATE MAY 13, 2022.

10. THE FOLLOWING MATTERS AND ALL TERMS OF THE DOCUMENTS CREATING OR OFFERING EVIDENCE OF THE MATTERS. (WE MUST INSERT MATTERS OR DELETE THIS EXCEPTION.):
1. RIGHTS OF PARTIES IN POSSESSION (OWNERS POLICY ONLY)
2. AN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY AS DESCRIBED IN VOLUME 282, PAGE 386, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)
3. AN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY AS DESCRIBED IN VOLUME 353, PAGE 40, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)
4. AN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY AS DESCRIBED IN VOLUME 353, PAGE 41, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)
5. AN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY AS DESCRIBED IN VOLUME 362, PAGE 98, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)
6. A CHANNEL EASEMENT GRANTED TO THE STATE OF TEXAS AS DESCRIBED IN VOLUME 386, PAGE 369, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)
7. A CHANNEL EASEMENT GRANTED TO STATE OF TEXAS ACTING THROUGH THE STATE HIGHWAY COMMISSION AS DESCRIBED IN VOLUME 386, PAGE 386, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)
8. A CHANNEL EASEMENT GRANTED TO STATE OF TEXAS ACTING THROUGH THE STATE HIGHWAY COMMISSION AS DESCRIBED IN VOLUME 386, PAGE 387, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)
9. AN ELECTRIC DISTRIBUTION LINE AND TELEPHONE LINE EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY AND MID STATE TELEPHONE COMPANY AS DESCRIBED IN VOLUME 585, PAGE 231, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)
10. A WATER PIPE LINES EASEMENT GRANTED TO JONAH WATER SUPPLY CORP. AS DESCRIBED IN VOLUME 598, PAGE 15, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)
11. A WATER/WASTEWATER LINE EASEMENT GRANTED TO CITY OF HUTTO, TEXAS AS DESCRIBED IN DOCUMENT NO. 2007097044, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS. (DOES NOT AFFECT)
12. A WATER/WASTEWATER LINE EASEMENT GRANTED TO CITY OF HUTTO, TEXAS AS DESCRIBED IN DOCUMENT NO. 2007099312, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS. (DOES NOT AFFECT)
13. A WATER/WASTEWATER LINE EASEMENT GRANTED TO CITY OF HUTTO, TEXAS AS DESCRIBED IN DOCUMENT NO. 2008030259, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS. (DOES NOT AFFECT)
14. A WATER/WASTEWATER LINE EASEMENT GRANTED TO CITY OF HUTTO, TEXAS AS DESCRIBED IN DOCUMENT NO. 2008030980, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS. (DOES NOT AFFECT)
15. AN ELECTRIC LINE EASEMENT GRANTED TO LCRA TRANSMISSION SERVICES CORPORATION AS DESCRIBED IN DOCUMENT NO. 2010042890, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS. (DOES NOT AFFECT)
16. ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN LEASE AGREEMENT AS EVIDENCED IN THE LANDLORD'S SUBORDINATION AGREEMENT AND CONSENT TO REMOVAL OF PERSONAL PROPERTY LOCATED ON OR AFFIXED TO REAL PROPERTY RECORDED IN DOCUMENT NO. 2014050786, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, BY AND BETWEEN LESSOR, JOHN BIGON & MARY BIGON AND LESSEE, COJAL-PRATER EQUIPMENT, LLC AND FH EQUIPMENT LLC. (INCLUDING, BUT NOT LIMITED TO ANY AND ALL RIGHTS, RESTRICTIONS OR OTHER MATTERS THAT MAY BE INCLUDED IN THE UNRECORDED LEASE AGREEMENT.)
17. TERMS, CONDITIONS AND STIPULATIONS IN THE RESOLUTION NO. R-19-03-21-9E AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND THE BIGON IMPLEMENTATION LINE AS RECORDED IN DOCUMENT NO. 2019043482, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS.

18. TERMS, CONDITIONS, AND STIPULATIONS IN THE DEVELOPMENT AGREEMENT AS RECORDED IN DOCUMENT NO. 2021058913, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, FURTHER AFFECTED BY ASSIGNMENT OF DEVELOPMENT AGREEMENT RECORDED IN DOCUMENT NO. 2021127033, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS.
19. TERMS, CONDITIONS, AND STIPULATIONS IN OIL, GAS AND MINERAL LEASE RECORDED IN VOLUME 2403, PAGE 483, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS, TITLE TO SAID INTEREST HAS NOT BEEN RESEARCHED SUBSEQUENT TO THE DATE OF THE ABOVE REFERENCED INSTRUMENT AND THE COMPANY MAKES NO REPRESENTATION AS TO THE OWNERSHIP OR HOLDER OF SUCH INTEREST(S).

20. ALL OF THE OIL, GAS AND OTHER MINERALS, THE ROYAL TIES, BONUSES, RENTALS AND HEREFOR AND NOT INSURED HEREUNDER, AS DESCRIBED IN AN INSTRUMENT RECORDED IN VOLUME 777, PAGE 744, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, TITLE TO SAID INTEREST HAS NOT BEEN RESEARCHED SUBSEQUENT TO THE DATE OF THE ABOVE REFERENCED INSTRUMENT AND THE COMPANY MAKES NO REPRESENTATION AS TO THE OWNERSHIP OR HOLDER OF SUCH INTEREST(S).

21. ALL LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF COAL, LIGNITE, OIL, GAS AND OTHER MINERALS, TOGETHER WITH ALL RIGHTS, PRIVILEGES, AND IMMUNITIES RELATING THERETO, APPEARING IN THE PUBLIC RECORDS, WHETHER LISTED IN SCHEDULE B OR NOT THAT ARE NOT LISTED.

22. ASSESSMENT AND PENALTIES WHICH MAY ACCRUE.

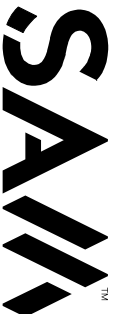
23. RIGHTS OF TENANTS, AS TENANTS ONLY, UNDER ANY AND ALL UNRECORDED LEASES OR RENTAL AGREEMENTS. (NOTE: THIS ITEM CAN BE DELETED UPON RECEIPT OF AN AFFIDAVIT EXECUTED BY THE SELLER EVIDENCING THERE ARE NOT ANY OUTSTANDING LEASES OR RENTAL AGREEMENTS. IF THE AFFIDAVIT REVEALS UNRECORDED OUTSTANDING LEASES OR RENTAL AGREEMENTS, THE EXCEPTION MAY BE MODIFIED TO MAKE SPECIFIC EXCEPTION TO THOSE MATTERS.)

24. ANY VISIBLE AND APPARENT EASEMENT, EITHER PUBLIC OR PRIVATE, LOCATED ON OR ACROSS THE LAND, THE EXISTENCE OF WHICH IS NOT DISCLOSED BY THE PUBLIC RECORDS AS HEREIN DEFINED.

25. ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE, INCLUDING BUT NOT LIMITED TO FENCES NOT FOLLOWING THE PROPERTY BOUNDARIES, THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE SUBJECT PROPERTY. (OWNER'S POLICY ONLY)

26. ANY PORTION OF SUBJECT PROPERTY LYING WITHIN THE BOUNDARIES OF A DEDICATED OR UNDEDICATED PUBLIC OR PRIVATE ROADWAY.

EXISTING	116.56 AC.	ACQUIRE	2.917 AC.	REMAINING	107.704 AC.	RIGHT
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4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
FAX: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
STARLIGHT HOMES TEXAS L.L.C.
TAX ID: R020596
PARCEL 27-2
2.917 AC. (127,048 SQ. FT.)

LEGEND

- 5/8" IRON ROD SET WITH ALUMINUM CAP
STAMPED "WILLIAMSON COUNTY"
- 1/2" IRON ROD FOUND UNLESS NOTED
- ◊ FENCE POST (TYPE NOTED)
- TYPE I CONCRETE MONUMENT FOUND
- ◻ TXDOT TYPE II BRONZE DISK IN CONCRETE FOUND
- ◐ 1/2" IRON PIPE FOUND UNLESS NOTED
- ◑ 80D NAIL FOUND
- ⊕ MAGNAIL FOUND
- ⊗ SPINDLE FOUND
- ✕ RAILROAD TIE
- △ CALCULATED POINT
- ℙ PROPERTY LINE
- () RECORD INFORMATION
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCING
- P.O.R. POINT OF REFERENCE
- N.T.S. NOT TO SCALE
- D.R.W.C.TX. DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
- O.R.W.C.TX. OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
- O.P.R.W.C.TX. OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
- DISTANCE NOT TO SCALE
- - - DEED LINE (COMMON OWNERSHIP)

NOTES:

1. ALL BEARINGS SHOWN ARE BASED ON NAD83/2011/NAVD88 TEXAS COORDINATE SYSTEM. CENTRAL ZONE. ALL DISTANCES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A SURFACE ADJUSTMENT FACTOR OF 1.00012352. ALL COORDINATES SHOWN ARE IN SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY THE SAME FACTOR. PROJECT UNITS ARE IN U.S. SURVEY FEET.
2. THIS SURVEY WAS COMPLETED WITH THE BENEFIT OF TITLE REPORT, PROVIDED BY TITLE RESOURCES GUARANTY COMPANY, GF NO. T-159148, EFFECTIVE DATE MAY 5, 2022, AND ISSUED DATE MAY 13, 2022. THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOT SHOWN.
3. SOUTHEAST LOOP ENGINEER'S CENTERLINE ALIGNMENT DERIVED FROM JOHNSON, MIRAMIRAN & THOMPSON, INC. SCHEMATIC RECEIVED BY SAM, LLC. IN OCTOBER, 2021.
4. THIS PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.

* AREA CALCULATED BY SAM, LLC.

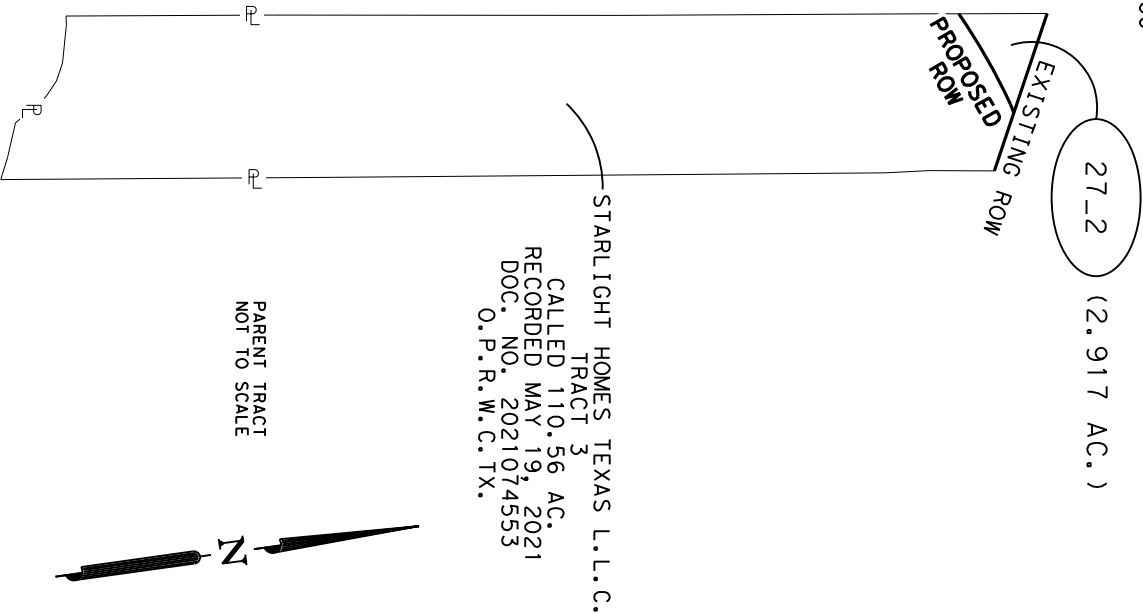
I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION AND THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

SCOTT C. BRASHEAR
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6660, STATE OF TEXAS

DATE

EXHIBIT "A"

F.M. 1660



EXISTING	116.56 AC.	ACQUIRE	2.917 AC.	REMAINING	107.704 AC.	RIGHT
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SAM

4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
FAX: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
STARLIGHT HOMES TEXAS L.L.C.
TAX ID: R020596
PARCEL 27-2
2.917 AC. (127,048 SQ. FT.)

FILE: \\saminc\AUS\PROJECTS\1021061125\100\Survey\03Exh1b\ts\27\PLAT\01\P-27-2\P-27

PAGE 5 OF 5
REF. FIELD NOTE NO. 49120

EXHIBIT “B”

DESCRIPTION OF SUBDIVISION R.O.W.

EXHIBIT "B"

County: Williamson
Parcel No.: 27_1
Tax ID: R020597, R392665 & R020598
Highway: Southeast Loop
Limits: From: C.R. 137
To: C.R. 404

Page 1 of 5
September 2, 2022

PROPERTY DESCRIPTION FOR PARCEL 27_1

DESCRIPTION OF A 0.798 ACRE (34,740 SQ. FT.) PARCEL OF LAND LOCATED IN THE JAMES HICKMAN SURVEY, SECTION NO. 24, ABSTRACT NO. 291, WILLIAMSON COUNTY, TEXAS BEING A PORTION OF A CALLED 25.01 ACRE TRACT OF LAND, DESCRIBED AS TRACT 1 IN A DEED TO STARLIGHT HOMES TEXAS L.L.C., RECORDED MAY 19, 2021 IN DOCUMENT NO. 2021074553, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.), A PORTION OF A CALLED 61.40 ACRE TRACT OF LAND, DESCRIBED AS TRACT 2 IN A DEED TO STARLIGHT HOMES TEXAS L.L.C., RECORDED MAY 19, 2021 IN DOCUMENT NO. 2021074553, O.P.R.W.C.TX., AND A PORTION OF A CALLED 0.8542 ACRE TRACT OF LAND, DESCRIBED IN A DEED TO STARLIGHT HOMES TEXAS L.L.C., RECORDED MAY 19, 2021 IN DOCUMENT NO. 2021074404, O.P.R.W.C.TX.; SAID 0.798 ACRE (34,740 SQ. FT.) PARCEL, AS SHOWN ON A PLAT PREPARED BY SAM, LLC, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch iron rod with a plastic cap stamped "BGE INC." found 347.39 feet left of Southeast Loop Engineer's Centerline Station (E.C.S.) 271+04.91 on the existing south right-of-way line of F.M. 1660, a variable width right-of-way, as described in Volume 384, Page 602, Deed Records of Williamson County, Texas (D.R.W.C.TX.), and in Volume 384, Page 612, D.R.W.C.TX., and as depicted in Texas Department of Transportation (TXDOT) strip map CSJ Number 1566-002-01, dated July 1952, for the northwest corner of a called 24.17 acre tract of land, described in a deed to Alex Vacle Gola Sr., recorded in Document No. 2003030744, O.P.R.W.C.TX., same being the most northerly northeast corner of said Tract 1;

THENCE S 07°47'03" W, departing the existing south right-of-way line of said F.M. 1660, with the common line of said Tract 1 and said 24.17 acre tract, a distance of 747.02 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" (Surface Coordinates: N=10,161,894.93, E=3,179,760.96) set 230.00 feet left of Southeast Loop E.C.S 270+00.93 on the proposed north right-of-way line of Southeast Loop, for the northeast corner and the **POINT OF BEGINNING** of the parcel described herein;

1) **THENCE** S 07°47'03" W, departing the proposed north right-of-way line of said Southeast Loop, continuing with the common line of said Tract 1 and said 24.17 acre tract, a distance of 579.31 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 172.39 feet right of Southeast Loop E.C.S 265+89.43 on the proposed south right-of-way line of said Southeast Loop, for the southeast corner of the parcel described herein, said point being the beginning of a curve to the left, from which a 1/2-inch iron rod with an orange plastic cap stamped "BGE INC." found for the southwest corner of said 24.17 acre tract, same being an interior ell corner of said Tract 1, bears S 07°47'03" W, a distance of 47.13 feet;

2) **THENCE** departing the common line of said Tract 1 and said 24.17 acre tract, with the proposed south right-of-way line of said Southeast Loop and said curve to the left, over and across said Starlight Homes Texas L.L.C. tracts, an arc distance of 81.63 feet, through a delta 00°29'55", having a radius of 9,380.00 feet and a chord which bears S 55°29'53" W, a distance 81.63 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 166.75 feet right of Southeast Loop E.C.S 265+07.99 on the common line of said Tract 2 and a called 271.214 acre tract of land, described in a deed to Clayton Properties Group Inc., recorded in Document No. 2021007407, O.P.R.W.C.TX., for the southwest corner of the parcel described herein;

EXHIBIT "B"

County: Williamson
Parcel No.: 27_1
Tax ID: R020597, R392665 & R020598
Highway: Southeast Loop
Limits: From: C.R. 137
To: C.R. 404

Page 2 of 5
September 2, 2022

3) **THENCE** N 07°48'42" E, departing the proposed south right-of-way line of said Southeast Loop, with the common line of said Tract 2 and said 271.214 acre tract, a distance of 573.85 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 230.00 feet left of Southeast Loop E.C.S 269+20.74 on the proposed north right-of-way line of said Southeast Loop, for the northwest corner of the parcel described herein, said point being the beginning of a curve to the right;

4) **THENCE** departing the common line of said Tract 2 and said 271.214 acre tract, with the proposed north right-of-way line of said Southeast Loop and said curve to the right, over and across said Starlight Homes Texas L.L.C. tracts, an arc distance of 85.21 feet, through a delta 01°15'01", having a radius of 3,905.00 feet and a chord which bears N 52°39'14" E, a distance 85.21 feet to the **POINT OF BEGINNING**, and containing 0.798 acres (34,740 sq. ft.) of land, more or less.

This property description is accompanied by a separate plat of even date.

Bearing Basis:

All bearings shown are based on NAD83/2011/NADV88 Texas Coordinate System, Central Zone. All distances shown are surface and may be converted to grid by dividing by a Surface Adjustment Factor of 1.00012352. All coordinated shown are in surface and may be converted by dividing by the same factor. Project units are in U.S. Survey Feet.

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

That I, Scott C. Brashear, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on the date shown below.

SURVEYING AND MAPPING, LLC
4801 Southwest Pkwy
Building Two, Suite 100
Austin, Texas 78735
TX. Firm No. 10064300



Sent C. R. 09/02/2022

Scott C. Brashear
Registered Professional Land Surveyor
No. 6660 – State of Texas

EXHIBIT "B"

CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	00°29'55"LT	9,380.00'	81.63'	81.63'	S55°29'53"W
C2	01°15'01"RT	3,905.00'	85.21'	85.21'	N52°39'14"E

JAMES HICKMAN SURVEY NO. 291
SECTION NO. 24, ABSTRACT NO.

CLAYTON PROPERTIES GROUP INC.
CALLED 271.214 ACRES
DOC. NO. 2021007407
O.P.R.W.C.TX.

573.85'
(N07°48'42"E 5,849.02')
(N07°48'41"E 5,849.02')
579.31'
(S07°47'02"W 1,373.61')
(S07°47'03"W 579.31')

269+20.74
230.00' LT
P.O.B.
N=10,161,894.93
E=3,179,760.96
270+00.93
230.00' LT

P.O.C.
W/PCAP "BGE INC."
271+04.91
347.39' LT
F.M. 1660
(VARIABLE WIDTH R.O.W.)
CSJ 1566-002-01
JULY 1952
VOL. 384, PG. 602
VOL. 384, PG. 612
D.R.W.C.TX.

ENGINEER'S CENTERLINE
CURVE DATA
PI Stg 277+01.59
N = 10,162,147.81
E = 3,180,446.01
Δ = 24°56'35" (RT)
D = 01°33'33"
L = 1,599.87'
T = 812.81'
R = 3,675.00'
PC Stg 268+88.78
PT Stg 284+88.65

265+00
N51°31'50"E 4,121.19'

270+00

SOUTHEAST LOOP
ENGINEER'S CENTERLINE

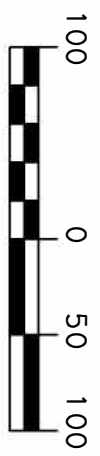
STARLIGHT HOMES TEXAS L.L.C.
CALLED 0.8542 AC.
RECORDED MAY 19, 2021
DOC. NO. 2021074404
O.P.R.W.C.TX.

STARLIGHT HOMES TEXAS L.L.C.
TRACT 2
CALLED 61.40 AC.
RECORDED MAY 19, 2021
DOC. NO. 2021074553
O.P.R.W.C.TX.

STARLIGHT HOMES TEXAS L.L.C.
TRACT 1
CALLED 25.01 AC.
RECORDED MAY 19, 2021
DOC. NO. 2021074553
O.P.R.W.C.TX.

ALEX VACUE GOLA SR.
CALLED 24.17 AC.
DOC. NO. 2003030744
O.P.R.W.C.TX.

265+07.99
166.75' RT
C1
265+89.43
172.39' RT
S07°47'03"W 47.13'
P.O.R.
W/ORANGE PCAP "BGE INC."

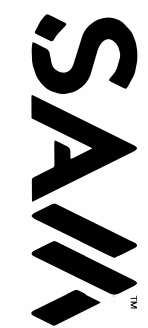


GRAPHIC SCALE
SCALE: 1" = 100'
WILLIAMSON COUNTY, TEXAS

EXISTING	87.264 AC.	ACQUIRE	0.798 AC.	REMAINING	1.069 AC. LEFT
EXISTING	87.264 AC.	ACQUIRE	0.798 AC.	REMAINING	85.423 AC. RIGHT

FILE: \\sami\inc\AUS\PROJECTS\1021061125\100\Survey\03E\h1d1s\27\PLAT\01\P-27-1\P-27

PAGE 3 OF 5
REF. FIELD NOTE NO. 49180



4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
FAX: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
STARLIGHT HOMES TEXAS L.L.C.
TAX ID: R020597, R392665 & R020598
PARCEL 27-1
0.798 AC. (34,740 SQ. FT.)

EXHIBIT "A"

SCHEDULE B:
THIS SURVEY HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE OF NO. T-159148, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE MAY 5, 2022, AND ISSUED DATE MAY 13, 2022.

10. THE FOLLOWING MATTERS AND ALL TERMS OF THE DOCUMENTS CREATING OR OFFERING EVIDENCE OF THE MATTERS. (WE MUST INSERT MATTERS OR DELETE THIS EXCEPTION.):
1. RIGHTS OF PARTIES IN POSSESSION (OWNERS POLICY ONLY)
2. AN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY AS DESCRIBED IN VOLUME 282, PAGE 386, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)
3. AN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY AS DESCRIBED IN VOLUME 353, PAGE 40, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)
4. AN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY AS DESCRIBED IN VOLUME 353, PAGE 41, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)
5. AN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY AS DESCRIBED IN VOLUME 362, PAGE 98, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)
6. A CHANNEL EASEMENT GRANTED TO THE STATE OF TEXAS AS DESCRIBED IN VOLUME 386, PAGE 369, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)
7. A CHANNEL EASEMENT GRANTED TO STATE OF TEXAS AGING THROUGH THE STATE HIGHWAY COMMISSION AS DESCRIBED IN VOLUME 386, PAGE 386, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)
8. A CHANNEL EASEMENT GRANTED TO STATE OF TEXAS AGING THROUGH THE STATE HIGHWAY COMMISSION AS DESCRIBED IN VOLUME 386, PAGE 387, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)
9. AN ELECTRIC DISTRIBUTION LINE AND TELEPHONE COMPANY AS DESCRIBED IN VOLUME 585, PAGE 231, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)
10. A WATER PIPE LINES EASEMENT GRANTED TO JONAH WATER SUPPLY CORP. AS DESCRIBED IN VOLUME 598, PAGE 15, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)
11. A WATER/WASTEWATER LINE EASEMENT GRANTED TO CITY OF HUTTO, TEXAS AS DESCRIBED IN DOCUMENT NO. 2007097044, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS. (DOES NOT AFFECT)
12. A WATER/WASTEWATER LINE EASEMENT GRANTED TO CITY OF HUTTO, TEXAS AS DESCRIBED IN DOCUMENT NO. 200709312, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS. (DOES NOT AFFECT)
13. A WATER/WASTEWATER LINE EASEMENT GRANTED TO CITY OF HUTTO, TEXAS AS DESCRIBED IN DOCUMENT NO. 2008030259, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS. (DOES NOT AFFECT)
14. A WATER/WASTEWATER LINE EASEMENT GRANTED TO CITY OF HUTTO, TEXAS AS DESCRIBED IN DOCUMENT NO. 2008030980, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS. (DOES NOT AFFECT)
15. AN ELECTRIC LINE EASEMENT GRANTED TO UCRA TRANSMISSION SERVICES CORPORATION AS DESCRIBED IN DOCUMENT NO. 2010042890, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS. (DOES NOT AFFECT)
16. ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN LEASE AGREEMENT AS EVIDENCED IN THE LANDLORD'S SUBORDINATION AGREEMENT AND CONSENT TO REMOVAL OF PERSONAL PROPERTY LOCATED ON OR AFFIXED TO REAL PROPERTY RECORDED IN DOCUMENT NO. 2014050788, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, BY AND BETWEEN LESSOR, JOHN BIGON & MARY BIGON AND LESSEE, COUFAL-PRATER EQUIPMENT, LLC AND FH EQUIPMENT LLC. (INCLUDING, BUT NOT LIMITED TO ANY AND ALL RIGHTS, RESTRICTIONS OR OTHER MATTERS THAT MAY BE INCLUDED IN THE UNRECORDED LEASE AGREEMENT.)
17. TERMS, CONDITIONS AND STIPULATIONS IN THE RESOLUTION NO. R-19-03-21-9E AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND THE BIGON IMPLEMENTATION COMPANY, INC. AS RECORDED IN DOCUMENT NO. 2019043482, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS.

18. TERMS, CONDITIONS, AND STIPULATIONS IN THE DEVELOPMENT AGREEMENT AS RECORDED IN DOCUMENT NO. 2021058913, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, FURTHER AFFECTED BY ASSIGNMENT OF DEVELOPMENT AGREEMENT RECORDED IN DOCUMENT NO. 2021127033, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS.
19. TERMS, CONDITIONS, AND STIPULATIONS IN OIL, GAS AND MINERAL LEASE RECORDED IN VOLUME 2403, PAGE 483, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS TITLE TO SAID INTEREST HAS NOT BEEN RESEARCHED SUBSEQUENT TO THE DATE OF THE ABOVE REFERENCED INSTRUMENT AND THE COMPANY MAKES NO REPRESENTATION AS TO THE OWNERSHIP OR HOLDER OF SUCH INTEREST(S).

20. ALL OF THE OIL, GAS AND OTHER MINERALS, THE ROYAL TIES, BONUSES, RENTALS AND HEREFOR AND NOT INSURED HEREUNDER, AS DESCRIBED IN AN INSTRUMENT RECORDED IN VOLUME 777, PAGE 744 DEED RECORDS, WILLIAMSON COUNTY, TEXAS, TITLE TO SAID INTEREST HAS NOT BEEN RESEARCHED SUBSEQUENT TO THE DATE OF THE ABOVE REFERENCED INSTRUMENT AND THE COMPANY MAKES NO REPRESENTATION AS TO THE OWNERSHIP OR HOLDER OF SUCH INTEREST(S).

21. ALL LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF COAL, LIGNITE, OIL, GAS AND OTHER MINERALS, TOGETHER WITH ALL RIGHTS, PRIVILEGES, AND IMMUNITIES RELATING THERETO, APPEARING IN THE PUBLIC RECORDS WHERE LISTED IN SCHEDULE B OR NOT, THERE MAY BE LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF MINERAL INTEREST THAT ARE NOT LISTED.

22. ASSESSMENT OF ROLBACK OR SUPPLEMENTAL TAXES AGAINST THE LAND, AND ALL INTEREST AND PENALTIES WHICH MAY ACCRUE.

23. RIGHTS OF TENANTS, AS TENANTS ONLY, UNDER ANY AND ALL UNRECORDED LEASES OR RENTAL AGREEMENTS. (NOTE: THIS ITEM CAN BE DELETED UPON RECEIPT OF AN AFFIDAVIT EXECUTED BY THE SELLER EVIDENCING THERE ARE NOT ANY OUTSTANDING LEASES OR RENTAL AGREEMENTS. IF THE AFFIDAVIT REVEALS UNRECORDED OUTSTANDING LEASES OR RENTAL AGREEMENTS, THE EXCEPTION MAY BE MODIFIED TO MAKE SPECIFIC EXCEPTION TO THOSE MATTERS.)

24. ANY VISIBLE AND APPARENT EASEMENT, EITHER PUBLIC OR PRIVATE, LOCATED ON OR ACROSS THE LAND, THE EXISTENCE OF WHICH IS NOT DISCLOSED BY THE PUBLIC RECORDS AS HEREIN DEFINED.

25. ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLES, INCLUDING BUT NOT LIMITED TO FENCES NOT FOLLOWING THE PROPERTY BOUNDARIES, THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE SUBJECT PROPERTY. (OWNER'S POLICY ONLY)

26. ANY PORTION OF SUBJECT PROPERTY LYING WITHIN THE BOUNDARIES OF A DEDICATED OR UNDEDICATED PUBLIC OR PRIVATE ROADWAY.

FILE: \\samsung\AUS\PROJECTS\1021061125\100\Survey\03Exhibits\27\PLAT101\P-27-1\P-27-1.dgn

PAGE 4 OF 5
REF. FIELD NOTE NO. 49180

EXISTING	87.264 AC.	ACQUIRE	0.798 AC.	REMAINING	1.069 AC. LEFT
				REMAINING	85.423 AC. RIGHT



4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
FAX: (512) 326-3029
Texas Farm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
STARLIGHT HOMES TEXAS L.L.C.
TAX ID: R020597, R392665 & R020598
PARCEL 27-1
0.798 AC. (34, 740 SQ. FT.)

LEGEND

- 5/8" IRON ROD SET WITH ALUMINUM CAP
STAMPED "WILLIAMSON COUNTY"
- 1/2" IRON ROD FOUND UNLESS NOTED
- ◻ FENCE POST (TYPE NOTED)
- TYPE 1 CONCRETE MONUMENT FOUND
- ◼ TxDOT TYPE 11 BRONZE DISK IN CONCRETE FOUND
- ◉ 1/2" IRON PIPE FOUND UNLESS NOTED
- ▲ 80D NAIL FOUND
- ⊕ MAGNAIL FOUND
- ⊗ SPINDLE FOUND
- ✕ RAILROAD TIE
- △ CALCULATED POINT
- ◻ PROPERTY LINE
- () RECORD INFORMATION
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCING
- P.O.R. POINT OF REFERENCE
- N.T.S. NOT TO SCALE
- D.R.W.C. TX. DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
- O.R.W.C. TX. OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
- O.P.R.W.C. TX. OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
- DISTANCE NOT TO SCALE
- - - DEED LINE (COMMON OWNERSHIP)

NOTES:

1. ALL BEARINGS SHOWN ARE BASED ON NAD83/2011/NAVD88 TEXAS COORDINATE SYSTEM, CENTRAL ZONE. ALL DISTANCES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A SURFACE ADJUSTMENT FACTOR OF 1.00012352. ALL COORDINATES SHOWN ARE IN SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY THE SAME FACTOR. PROJECT UNITS ARE IN U.S. SURVEY FEET.
2. THIS SURVEY WAS COMPLETED WITH THE BENEFIT OF TITLE REPORT, PROVIDED BY TITLE RESOURCES GUARANTY COMPANY, CE NO. T-159148, EFFECTIVE DATE MAY 5, 2022, AND ISSUED DATE MAY 13, 2022. THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOT SHOWN.
3. SOUTHEAST LOOP ENGINEER'S CENTERLINE ALIGNMENT DERIVED FROM JOHNSON, MIRAMIRAN & THOMPSON, INC. SCHEMATIC RECEIVED BY SAM, LLC. IN OCTOBER, 2021.
4. THIS PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.



I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION AND THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

SCOTT C. BRASHEAR
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6660, STATE OF TEXAS

EXHIBIT "B"

F.M. 1660

EXISTING ROW

(0.798 AC.) 27-1

STARLIGHT HOMES TEXAS L.L.C.

CALLED 0.8542 AC.
RECORDED MAY 19, 2021
DOC. NO. 2021074404
O.P.R.W.C. TX.

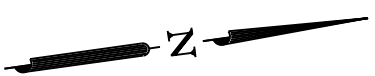
STARLIGHT HOMES TEXAS L.L.C.

TRACT 1
CALLED 25.01 AC.
RECORDED MAY 19, 2021
DOC. NO. 2021074553
O.P.R.W.C. TX.

STARLIGHT HOMES TEXAS L.L.C.

TRACT 2
CALLED 61.40 AC.
RECORDED MAY 19, 2021
DOC. NO. 2021074553
O.P.R.W.C. TX.

PARENT TRACT
NOT TO SCALE



EXISTING	87.264 AC.	ACQUIRE	0.798 AC.	REMAINING	1.069 AC. LEFT	REMAINING	85.423 AC. RIGHT
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FILE: \\saminc\AUS\PROJECTS\1021061125\100\Survey\03Exhibits\27\PLAT\01P-27-1P-27

PAGE 5 OF 5
REF. FIELD NOTE NO. 49120



4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
FAX: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
STARLIGHT HOMES TEXAS L.L.C.
TAX ID: R020597, R392665 & R020598
PARCEL 27-1
0.798 AC. (34,740 SQ. FT.)

09/02/2022

DATE

EXHIBIT “C”

EXHIBIT "C"

WALLIN FARM & RANCH
PARTNERSHIP, LTD.
REMAINDER OF A CALLED 99
ACRES (THIRD TRACT)
ATTACHMENT C TO EXHIBIT A
DOC. NO. 2004043044 O.P.R.W.C.

FINAL PLAT GOLA SUBDIVISION PHASE 1

A SUBDIVISION OF 57.057 ACRES OF LAND
LOCATED IN THE
JAMES HICKMAN SURVEY NO. 24, ABSTRACT NO. 291
WILLIAMSON COUNTY, TEXAS

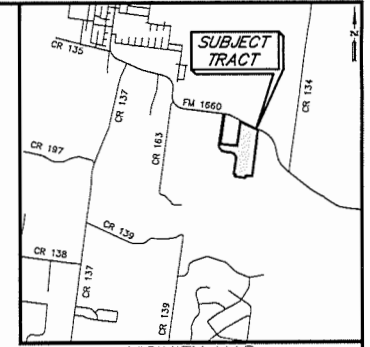


BEARING BASIS NOTE:

BEARING ORIENTATION IS BASED ON THE TEXAS STATE
PLANE COORDINATE SYSTEM, CENTRAL ZONE 4203.
NAD83. DISTANCES SHOWN HEREON ARE IN SURFACE
AND CAN BE CONVERTED TO GRID BY DIVIDING BY
THE COMBINED SCALE FACTOR = 1.00010977

LEGEND
DOC. DEED RECORDS OF WILLIAMSON COUNTY
D.R.W.C. EASEMENT
NO. NUMBER
NOS. NUMBERS
O.P.R.W.C. OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY
O.R.W.C. OFFICIAL RECORDS OF WILLIAMSON COUNTY
PG. PAGE
R.O.W. RIGHT-OF-WAY
VOL. VOLUME
W.E. WATER EASEMENT
W.W.E. WASTE WATER EASEMENT
● FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)
○ SET 1/2" IRON ROD W/CAP STAMPED "BGE INC"

MATCHLINE SHEET 1
MATCHLINE SHEET 2



VICINITY MAP
NOT TO SCALE



BGE, Inc.
7330 San Pedro Ave., Suite 202
San Antonio, TX 78216
Tel: 210-581-3600 • www.bgeinc.com
TBPELS Registration No. F-1046
TBPELS Licensed Surveying Firm No. 10194490

\\TAC\Projects\WgM\aler\8002-CO-Co's_Survey\SV\04_Finds\Drawings\9555-CO_Co's_P1.dwg 5/03/2022 3:01 PM, sctonger, 1:0

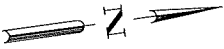
WALTON FARM & RANCH PARTNERSHIP, LTD.
CALLED 775 ACRES FIRST TRACT
ATTACHMENT C TO DEED A
DOE, NO. 200403044, D.P.R.W.C.

STARLIGHT HOMES TEXAS, L.L.C.
CALLED 135.15 ACRES
ATTACHMENT B TO DEED A
DOE, NO. 2021074553
D.P.R.W.C.

MATCHLINE SHEET 2
MATCHLINE SHEET 3

FINAL PLAT GOLA SUBDIVISION PHASE 1

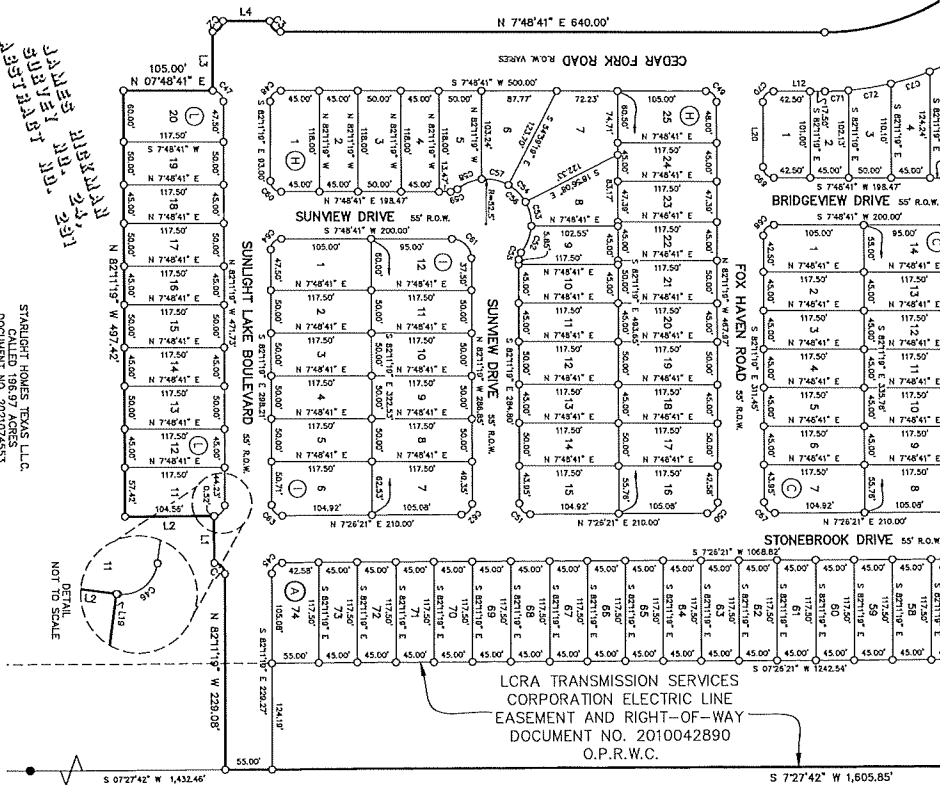
A SUBDIVISION OF 57.057 ACRES OF LAND
LOCATED IN THE
JAMES HICKMAN SURVEY NO. 24, ABSTRACT NO. 291
WILLIAMSON COUNTY, TEXAS



LEGEND
DOCUMENT
DEED RECORDS OF WILLIAMSON COUNTY
ENST.
NO.
NUMBER
OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY
O.P.R.W.C.
PG.
PAGE OF -WAY
VOLUME
WATER EASEMENT
WATER EASEMENT (UNLESS OTHERWISE NOTED)
SET 1/2 IRON ROD N/C/SW STAMPED "BCE INC"

STARLIGHT HOMES TEXAS, L.L.C.
CALLED 135.15 ACRES
ATTACHMENT B TO DEED A
DOE, NO. 2021074553
D.P.R.W.C.

JAMES HICKMAN
SURVEY NO. 24
ABSTRACT NO. 291



CITY OF HUTTO, TEXAS
CALLED 135.15 ACRES
ATTACHMENT B TO DEED A
DOE, NO. 2021074553
D.P.R.W.C.



BCE Inc.
7330 San Pedro Ave., Suite 202
San Antonio, TX 78216
Tel: 210-581-3800 • www.bceinc.com
TPELIS Licensed Surveyor Firm No. 10194480
SHEET 3 OF 6

FINAL PLAT GOLA SUBDIVISION PHASE 1

A SUBDIVISION OF 57.057 ACRES OF LAND
LOCATED IN THE
JAMES HICKMAN SURVEY NO. 24, ABSTRACT NO. 291
WILLAMSON COUNTY, TEXAS

CURVE TABLE

NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	19.72	12.50'	9022.20"	S 52°33' E	17.74
C2	19.63	12.50'	9020.00"	N 37°11' W	17.68
C3	19.63	12.50'	9020.00"	N 52°48' E	17.68
C4	19.63	12.50'	9020.00"	N 37°11' W	17.68
C5	19.63	12.50'	9020.00"	S 52°48' W	17.68
C6	19.63	12.50'	9020.00"	N 37°11' W	17.68
C7	19.63	12.50'	9020.00"	S 52°48' E	17.68
C8	19.63	12.50'	9020.00"	N 37°11' W	17.68
C9	19.63	12.50'	9020.00"	S 52°48' W	17.68
C10	19.63	12.50'	9020.00"	N 37°11' W	17.68
C11	19.63	12.50'	9020.00"	S 52°48' E	17.68
C12	19.63	12.50'	9020.00"	N 37°11' W	17.68
C13	19.63	12.50'	9020.00"	S 52°48' W	17.68
C14	19.63	12.50'	9020.00"	N 37°11' W	17.68
C15	19.63	12.50'	9020.00"	S 52°48' E	17.68
C16	19.63	12.50'	9020.00"	N 37°11' W	17.68
C17	19.63	12.50'	9020.00"	S 52°48' W	17.68
C18	19.63	12.50'	9020.00"	N 37°11' W	17.68
C19	19.63	12.50'	9020.00"	S 52°48' E	17.68
C20	19.63	12.50'	9020.00"	N 37°11' W	17.68
C21	19.63	12.50'	9020.00"	S 52°48' W	17.68
C22	19.63	12.50'	9020.00"	N 37°11' W	17.68
C23	19.63	12.50'	9020.00"	S 52°48' E	17.68
C24	19.63	12.50'	9020.00"	N 37°11' W	17.68
C25	19.63	12.50'	9020.00"	S 52°48' W	17.68
C26	19.63	12.50'	9020.00"	N 37°11' W	17.68
C27	19.63	12.50'	9020.00"	S 52°48' E	17.68
C28	19.63	12.50'	9020.00"	N 37°11' W	17.68
C29	19.63	12.50'	9020.00"	S 52°48' W	17.68
C30	19.63	12.50'	9020.00"	N 37°11' W	17.68
C31	19.63	12.50'	9020.00"	S 52°48' E	17.68
C32	19.63	12.50'	9020.00"	N 37°11' W	17.68
C33	19.63	12.50'	9020.00"	S 52°48' W	17.68
C34	19.63	12.50'	9020.00"	N 37°11' W	17.68
C35	19.63	12.50'	9020.00"	S 52°48' E	17.68
C36	19.63	12.50'	9020.00"	N 37°11' W	17.68
C37	19.63	12.50'	9020.00"	S 52°48' W	17.68
C38	19.63	12.50'	9020.00"	N 37°11' W	17.68
C39	19.63	12.50'	9020.00"	S 52°48' E	17.68
C40	19.63	12.50'	9020.00"	N 37°11' W	17.68
C41	19.63	12.50'	9020.00"	S 52°48' W	17.68
C42	19.63	12.50'	9020.00"	N 37°11' W	17.68
C43	19.63	12.50'	9020.00"	S 52°48' E	17.68
C44	19.63	12.50'	9020.00"	N 37°11' W	17.68
C45	19.63	12.50'	9020.00"	S 52°48' W	17.68
C46	19.63	12.50'	9020.00"	N 37°11' W	17.68
C47	19.63	12.50'	9020.00"	S 52°48' E	17.68
C48	19.63	12.50'	9020.00"	N 37°11' W	17.68
C49	19.63	12.50'	9020.00"	S 52°48' W	17.68
C50	19.63	12.50'	9020.00"	N 37°11' W	17.68

CURVE TABLE

NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C51	19.72	12.50'	9022.20"	N 52°33' E	17.74
C52	19.63	12.50'	9020.00"	N 37°11' W	17.68
C53	19.63	12.50'	9020.00"	N 52°48' E	17.68
C54	19.63	12.50'	9020.00"	N 37°11' W	17.68
C55	19.63	12.50'	9020.00"	S 52°48' W	17.68
C56	19.63	12.50'	9020.00"	N 37°11' W	17.68
C57	19.63	12.50'	9020.00"	S 52°48' E	17.68
C58	19.63	12.50'	9020.00"	N 37°11' W	17.68
C59	19.63	12.50'	9020.00"	S 52°48' W	17.68
C60	19.63	12.50'	9020.00"	N 37°11' W	17.68
C61	19.63	12.50'	9020.00"	S 52°48' E	17.68
C62	19.63	12.50'	9020.00"	N 37°11' W	17.68
C63	19.63	12.50'	9020.00"	S 52°48' W	17.68
C64	19.63	12.50'	9020.00"	N 37°11' W	17.68
C65	19.63	12.50'	9020.00"	S 52°48' E	17.68
C66	19.63	12.50'	9020.00"	N 37°11' W	17.68
C67	19.63	12.50'	9020.00"	S 52°48' W	17.68
C68	19.63	12.50'	9020.00"	N 37°11' W	17.68
C69	19.63	12.50'	9020.00"	S 52°48' E	17.68
C70	19.63	12.50'	9020.00"	N 37°11' W	17.68
C71	19.63	12.50'	9020.00"	S 52°48' W	17.68
C72	19.63	12.50'	9020.00"	N 37°11' W	17.68
C73	19.63	12.50'	9020.00"	S 52°48' E	17.68
C74	19.63	12.50'	9020.00"	N 37°11' W	17.68
C75	19.63	12.50'	9020.00"	S 52°48' W	17.68
C76	19.63	12.50'	9020.00"	N 37°11' W	17.68
C77	19.63	12.50'	9020.00"	S 52°48' E	17.68
C78	19.63	12.50'	9020.00"	N 37°11' W	17.68
C79	19.63	12.50'	9020.00"	S 52°48' W	17.68
C80	19.63	12.50'	9020.00"	N 37°11' W	17.68
C81	19.63	12.50'	9020.00"	S 52°48' E	17.68
C82	19.63	12.50'	9020.00"	N 37°11' W	17.68
C83	19.63	12.50'	9020.00"	S 52°48' W	17.68
C84	19.63	12.50'	9020.00"	N 37°11' W	17.68
C85	19.63	12.50'	9020.00"	S 52°48' E	17.68
C86	19.63	12.50'	9020.00"	N 37°11' W	17.68
C87	19.63	12.50'	9020.00"	S 52°48' W	17.68
C88	19.63	12.50'	9020.00"	N 37°11' W	17.68
C89	19.63	12.50'	9020.00"	S 52°48' E	17.68
C90	19.63	12.50'	9020.00"	N 37°11' W	17.68
C91	19.63	12.50'	9020.00"	S 52°48' W	17.68
C92	19.63	12.50'	9020.00"	N 37°11' W	17.68
C93	19.63	12.50'	9020.00"	S 52°48' E	17.68
C94	19.63	12.50'	9020.00"	N 37°11' W	17.68
C95	19.63	12.50'	9020.00"	S 52°48' W	17.68
C96	19.63	12.50'	9020.00"	N 37°11' W	17.68
C97	19.63	12.50'	9020.00"	S 52°48' E	17.68
C98	19.63	12.50'	9020.00"	N 37°11' W	17.68
C99	19.63	12.50'	9020.00"	S 52°48' W	17.68
C100	19.63	12.50'	9020.00"	N 37°11' W	17.68

STREET NAMES

STREET	R.O.W. WIDTH	CENTRILINE LENGTH
CECIL FORK ROAD	VARIES	3,355 FEET
HERITAGE MILL BLVD.	55 FEET	875 FEET
SETH COVE	55 FEET	448 FEET
WILLOW HEIGHTS DR.	55 FEET	227 FEET
STONEBROOK DRIVE	55 FEET	2,506 FEET
FOXHAVEN ROAD	55 FEET	555 FEET
BRIDGEVIEW DRIVE	55 FEET	660 FEET
SUNVIEW DRIVE	55 FEET	667 FEET
TOTAL LINEAR FEET		9,294 FEET

LAND USE SCHEDULE

DESCRIPTION	NO.	ACREAGE
RESIDENTIAL	168	22,394 ACRES
RIGHT-OF-WAY	-	12,485 ACRES
DRAINAGE/OPEN SPACE LOT	3	22,168 ACRES
TOTAL	170	57,057 ACRES

LINE TABLE

NUMBER	BEARING	DISTANCE
L1	N 82°33' E	55.00'
L2	S 07°25' E	104.55'
L3	N 82°11' E	69.00'
L4	N 07°48' E	55.00'
L5	N 82°11' E	55.00'
L6	N 07°48' E	55.00'
L7	N 82°11' E	55.00'
L8	N 07°48' E	55.00'
L9	N 82°11' E	55.00'
L10	N 07°48' E	55.00'
L11	S 07°25' E	104.55'
L12	N 82°33' E	55.00'
L13	S 07°25' E	104.55'
L14	N 82°11' E	69.00'
L15	S 07°48' E	55.00'
L16	S 07°48' E	55.00'
L17	S 07°25' E	104.55'
L18	N 82°33' E	55.00'
L19	N 07°25' E	104.55'
L20	N 82°11' E	69.00'

R - RESIDENTIAL

O.S. - OPEN SPACE

O.S.D. - OPEN SPACE/DRAINAGE

LOT AREA TABLE

LOT BLOCK	SQ. FT.	TYPE
1	7,013	R
2	5,678	R
3	5,678	R
4	5,678	R
5	5,678	R
6	5,678	R
7	5,678	R
8	5,678	R
9	5,678	R
10	5,678	R
11	5,678	R
12	5,678	R
13	5,678	R
14	5,678	R
15	5,678	R
16	5,678	R
17	5,678	R
18	5,678	R
19	5,678	R
20	5,678	R
21	5,678	R
22	5,678	R
23	5,678	R
24	5,678	R
25	5,678	R
26	5,678	R
27	5,678	R
28	5,678	R
29	5,678	R
30	5,678	R
31	5,678	R
32	5,678	R
33	5,678	R
34	5,678	R
35	5,678	R
36	5,678	R

LOT AREA TABLE

LOT BLOCK	SQ. FT.	TYPE
1	7,013	R
2	5,678	R
3	5,678	R
4	5,678	R
5	5,678	R
6	5,678	R
7	5,678	R
8	5,678	R
9	5,678	R
10	5,678	R
11	5,678	R
12	5,678	R
13	5,678	R
14	5,678	R
15	5,678	R
16	5,678	R
17	5,678	R
18	5,678	R
19	5,678	R
20	5,678	R
21	5,678	R
22	5,678	R
23	5,678	R
24	5,678	R
25	5,678	R
26	5,678	R
27	5,678	R
28	5,678	R
29	5,678	R
30	5,678	R
31	5,678	R
32	5,678	R
33	5,678	R
34	5,678	R
35	5,678	R
36	5,678	R

LOT AREA TABLE

LOT BLOCK	SQ. FT.	TYPE
1	7,013	R
2	5,678	R
3	5,678	R
4	5,678	R
5	5,678	R
6	5,678	R
7	5,678	R
8	5,678	R
9	5,678	R
10	5,678	R
11	5,678	R
12	5,678	R
13	5,678	R
14	5,678	R
15	5,678	R
16	5,678	R
17	5,678	R
18	5,678	R
19	5,678	R
20	5,678	R



BCE Inc.
7330 San Pedro Ave., Suite 202
San Antonio, TX 78216
Tel: 210-581-3800 • www.bceinc.com
TBPES Registration No. P-1048
TBPES Licensed Surveying Firm No. 10194480

METES & BOUNDS DESCRIPTION

FIELD NOTES FOR A 57,057 ACRE TRACT OF LAND IN THE JAMES HICKMAN SURVEY NUMBER 24, ABSTRACT NUMBER 291, WILLIAMSON COUNTY, TEXAS, BEING ALL OF A CALLED 0.946 OF ONE ACRE TRACT, A PORTION OF ONE ACRE TRACT OF LAND AS CONVEYED UNTO THOMAS A. GOLA IN DOCUMENT NUMBER 9814917, A CALLED 0.8975 OF ONE ACRE TRACT OF LAND AS CONVEYED UNTO THOMAS A. GOLA IN DOCUMENT NUMBER 9854812, A CALLED 24.00 ACRE TRACT OF LAND AS CONVEYED UNTO JOHN GOLA, JR. IN DOCUMENT NUMBER 200303745 AND CORRECTED IN DOCUMENT NUMBER 200308665, ALL RECORDED IN THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND A PORTION OF A CALLED 110.653 ACRE TRACT OF LAND AS CONVEYED UNTO BIGON WILKINSON COMPANY, INC. IN VOLUME 779, PHASE 744 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 57,057 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod with a cap stamped "BGE INC" found on the south right-of-way line of F.M. 1680 (R.O.W. ~ Verbal), as described in Volume 384, Page 608 and Volume 386, Page 411 of the Deed Records of Williamson County, Texas, at the common corner of said 0.7 of one acre tract and a called 99 acre tract of land (Third Tract) as described in Attachment "C" to Exhibit "A" as conveyed unto Willis Form & Ronch Partnership, L.L.C. in Document Number 200404044 of the Official Public Records of Williamson County, Texas, for the northwest corner and POINT OF BEGINNING of the herein described tract;

THENCE, S 82°46'22" E, coincident with the common line of said right-of-way, and 0.7 of one acre tract, said 0.8975 of one acre tract, and said 0.946 of one acre tract, a distance of 41.30 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set at the beginning of a non-tangent curve of the herein described tract;

THENCE, curving to the right, continuing coincident with said common, with a radius of 1,093.88 feet, an arc length of 18.43 feet, a central angle of 0°57'28" E, a chord bearing of S 82°14'05" E, and a chord distance of 18.43 feet to a called 24.00 acre tract of land as conveyed unto Alex Votie Gola Sr. in Document Number 200303744 of the Official Public Records of Williamson County, Texas, for the end of this curve and a northerly corner of the herein described tract;

THENCE, S 07°47'02" W, departing said common line, coincident with the common line of the herein described tract, and a called 24.00 acre tract of land as conveyed unto Alex Votie Gola Sr. in Document Number 200303744 of the Official Public Records of Williamson County, Texas, for the northeast corner and POINT OF BEGINNING of the herein described tract;

THENCE, S 82°00'27" E, coincident with the common line of the 24.17 acre tract and said 24.00 acre tract, a distance of 785.51 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" found on the west line of the aforementioned 110.653 acre tract at the common corner of the 24.17 acre tract and the 24.00 acre tract for a re-entrant corner of the herein described tract;

THENCE, in a northerly direction, coincident with the common line of the 24.17 acre tract and said 110.653 acre tract, the following three (3) courses:

- 1) N 07°39'55" E, a distance of 491.37 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract;
- 2) N 07°50'13" E, a distance of 201.76 feet to a 1/2-inch iron rod found for an angle point of the herein described tract;
- 3) N 07°37'18" E, a distance of 473.58 feet to a 1/2-inch iron rod found on the aforementioned south right-of-way of the herein described tract;

THENCE, S 83°30'56" E, coincident with the common line of said right-of-way and the 110.653 acre tract, a distance of 918.07 feet to a 1/2-inch iron rod found at the common corner of the 110.653 acre tract and a called 1,000 acre tract of land (Exhibit "A") as conveyed unto the City of Hutto, Texas, in Document Number 2008034785 of the Official Public Records of Williamson County, Texas, for the northeast corner of the herein described tract;

THENCE, departing said common line, coincident with the common line of the 110.653 acre tract, and 1,000 acre tract and a called 155.156 acre tract of land (Exhibit "B") as conveyed unto the City of Hutto, Texas in said Document Number 2008034785, the following three (3) courses:

- 1) S 08°20'22" W, a distance of 357.53 feet to a 1/2-inch iron rod found for an angle point of the herein described tract;
 - 2) S 04°55'18" W, a distance of 245.74 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract;
 - 3) S 07°37'42" W, a distance of 1,005.85 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for the easterly southeast corner of the herein described tract, a distance of 1,324.46 feet, a central angle of 1°42'46" W, and a chord distance of 1,324.46 feet;
- THENCE, departing said common line, over and across the 110.653 acre tract the following eleven (11) courses:
- 1) N 82°11'19" W, a distance of 229.08 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a point of curvature of the herein described tract;
 - 2) Curving to the left, with a radius of 12.50 feet, an arc length of 19.72 feet, a central angle of 90°22'30", a chord

bearing of S 52°37'31" W, and a chord distance of 17.74 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set at the end of this curve for a corner of the herein described tract;

- 3) N 82°33'39" W, a distance of 55.00 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a re-entrant corner of the herein described tract;
- 4) S 07°38'31" W, a distance of 104.58 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for the most southerly southeast corner of the herein described tract;
- 5) N 82°11'19" W, a distance of 487.42 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for the northeasterly corner of the herein described tract;
- 6) N 07°48'41" E, a distance of 105.00 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a re-entrant corner of the herein described tract;
- 7) N 82°11'19" W, a distance of 69.00 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set at the beginning of a non-tangent curve of the herein described tract;

- 8) Curving to the left, with a radius of 12.50 feet, an arc length of 19.63 feet, a central angle of 90°00'00", a chord bearing of N 37°11'19" W, and a chord distance of 17.68 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set at the end of this curve of the herein described tract;
- 9) N 07°48'41" E, a distance of 55.00 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set at the beginning of a non-tangent curve of the herein described tract;
- 10) Curving to the left, with a radius of 12.50 feet, an arc length of 19.63 feet, a central angle of 90°00'00", a chord bearing of N 37°48'41" E, and a chord distance of 17.68 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a point of tangency of the herein described tract;
- 11) N 07°48'41" E, a distance of 640.00 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a point of curvature of the herein described tract;

THENCE, continuing over and across said 24.00 acre tract the following nine (9) courses:

- 1) N 82°11'19" W, a distance of 129.64 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a point of curvature of the herein described tract;
- 2) Curving to the left, with a radius of 12.50 feet, an arc length of 19.63 feet, a central angle of 90°00'00", a chord bearing of S 52°46'41" W, and a chord distance of 17.68 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set at the end of this curve of the herein described tract;
- 3) N 82°11'19" W, a distance of 55.00 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set at the beginning of a non-tangent curve of the herein described tract;
- 4) Curving to the left, with a radius of 12.50 feet, an arc length of 19.63 feet, a central angle of 90°00'00", a chord bearing of N 37°11'19" W, and a chord distance of 17.68 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a point of tangency of the herein described tract;
- 5) N 82°11'19" W, a distance of 65.00 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a point of curvature of the herein described tract;

- 6) Curving to the right, with a radius of 334.50 feet, an arc length of 114.47 feet, a central angle of 19°38'24", a chord bearing of N 72°33'07" W, 113.81 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a point of reverse curvature of the herein described tract;
- 7) Curving to the left, with a radius of 12.50 feet, an arc length of 18.19 feet, a central angle of 83°22'50", a chord bearing of S 75°43'40" W, and a chord distance of 18.63 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set at the end of this curve of the herein described tract;
- 8) N 55°57'45" W, a distance of 55.00 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set at the beginning of a non-tangent curve of the herein described tract;
- 9) Curving to the left, with a radius of 12.50 feet, an arc length of 18.19 feet, a central angle of 83°22'50", a chord bearing of N 07°39'10" W, and a chord distance of 18.63 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a point of reverse curvature of the herein described tract;

THENCE, curving to the right, continuing over and across the 24.00 acre tract, the aforementioned 0.8975 of one acre tract and the aforementioned 0.7 of one acre tract, with a radius of 334.50 feet, an arc length of 291.75 feet, a central angle of 44°24'51" E, a chord bearing of N 25°51'31" W, and a chord distance of 334.50 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set at the end of this curve of the herein described tract, and the aforementioned remainder of the 99 acre tract for a point of tangency of the herein described tract;

THENCE, N 07°48'41" E, coincident with said common line, a distance of 1,452.86 feet to the POINT OF BEGINNING and containing 57,057 acres of land, more or less.

FINAL PLAT
GOLA SUBDIVISION
PHASE 1

A SUBDIVISION OF 57,057 ACRES OF LAND
LOCATED IN THE
JAMES HICKMAN SURVEY NO. 24, ABSTRACT NO. 291
WILLIAMSON COUNTY, TEXAS



STATE OF TEXAS
COUNTY OF WILLAMSON §

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EXHIBIT “D”

FORM OF USE AND POSSESSION AGREEMENT FOR TRANSPORTATION PURPOSES

EXHIBIT "D"

Form ROW-N-PUA
(12/12)
Replaces Form ROW-N-7
Page 1 of 4

POSSESSION AND USE AGREEMENT FOR TRANSPORTATION/UTILITY PURPOSES

STATE OF TEXAS	§	
	§	Parcel No.: 27 (Part 1)
COUNTY OF WILLIAMSON	§	Project: Southeast Loop (Segment 2)

This Possession and Use Agreement For Transportation/Utility Purposes (the “Agreement”) between **WILLIAMSON COUNTY, TEXAS** (the “County”), and **STARLIGHT HOMES TEXAS L.L.C.** (the “Grantor” whether one or more), grants to the County, its contractors, agents and all others deemed necessary by the County, an irrevocable right to possession and use of portions of the Grantor’s property for the purpose of constructing the Southeast Loop (Segment 2) Project and related appurtenances 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 from 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 possession and use of the Property for the purpose of constructing 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 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 reasonably 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 and Grantee covenants pursuant to the terms and obligations of that certain Southeast Loop (Segment 2) Right of Way Real Estate Contract between the parties dated _____, 2022 (the “Real Estate Contract”), and otherwise with the warranties and obligations under this Agreement, the County and Grantor agree to allow construction of the Roadway Construction Project within the Property, which is to be dedicated or otherwise conveyed as public road right of way until such time as such recorded conveyance is complete. The County will be entitled to take possession and use of the Property upon full execution and recording of this document by County in the Official Records of Williamson County. The parties agree that the conditions and representations in this Agreement represent adequate and full compensation for the possession and use of the Property.

3. The effective date of this Agreement will be the date on which the final required party executes the Agreement (the “Effective Date”).
4. Grantor 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 liens, claims or encumbrances granted or permitted by Grantor against the Property from and after the Effective Date, unless caused by the County and except as set forth on the Gola Plat, as identified in the Real Estate Contract.
5. Intentionally Deleted.
6. Intentionally Deleted.
7. Intentionally Deleted.
8. The purpose of this Agreement is solely to allow the County to proceed with its Roadway Construction Project without delay and to allow the Grantor and Grantee to continue background preparation and completion of final recording of the proposed Gola Plat, as identified in the Real Estate Contract.
9. The undersigned Grantor agrees to pay as they become due, all unpaid ad valorem property taxes and special assessments assessed against Property as of the Effective Date.
10. Intentionally Deleted.
11. This Agreement will also extend to and bind the heirs, devisees, executors, administrators, legal representatives, successors in interest and assigns of the parties.
12. It is agreed the County will record this document.
13. Other conditions: N/A
14. 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 (if any) recited herein:

Tenants: N/A

15. 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 for its current uses, unless otherwise agreed to in writing in advance, pursuant to the terms of the Real Estate Contract.

[signature pages follow]

GRANTOR:

STARLIGHT HOMES TEXAS L.L.C.

By: _____

Name: _____

Its: _____

ACKNOWLEDGMENT

STATE OF _____

COUNTY OF _____

This instrument was acknowledged before me on _____
by _____, in the capacity and for the purposes and consideration
recited herein.

Notary Public, State of Texas

COUNTY:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
County Judge

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF WILLIAMSON

This instrument was acknowledged before me on _____
by Bill Gravell, Jr., Williamson County Judge, in the capacity and for the purposes and
consideration recited herein.

Notary Public, State of Texas

EXHIBIT “E”

FORM OF DEED

EXHIBIT "E"

Parcel 27P2

DEED

Southeast Loop (Segment 2) 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 THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:

That **STARLIGHT HOMES TEXAS L.L.C.**, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto **WILLIAMSON COUNTY, TEXAS**, all that certain tract or parcel of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows (the "Property"):

All of that certain 2.917 acre (127,048 square foot) tract of land, out of and situated in the James Hickman Survey, Section No. 24, Abstract No. 291, in Williamson County; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 27 Part 2**);

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the Property, to wit: NONE

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show;

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas or 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 Southeast Loop.

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 page follows]

GRANTOR:

STARLIGHT TEXAS HOMES L.L.C.

By:_____

Name:_____

Its:_____

ACKNOWLEDGMENT

STATE OF _____ §

COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2022 by _____, in the capacity and for the purposes and consideration recited therein.

Notary Public, State of _____

PREPARED IN THE OFFICE OF:

Sheets & Crossfield, PLLC
309 East Main
Round Rock, Texas 78664

GRANTEE'S MAILING ADDRESS:

Williamson County, Texas
Attn: County Auditor
710 Main Street, Suite 101
Georgetown, Texas 78626

AFTER RECORDING RETURN TO:

Commissioners Court - Regular Session**33.****Meeting Date:** 10/11/2022

Hero Way Contract

Submitted For: Charlie Crossfield**Submitted By:** Charlie Crossfield, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss and take appropriate action on a real estate contract with GP Liberty Hill, LLC for 1.063 acres of ROW needed on Hero Way (Parcel 304). Funding Source: Road Bonds P326

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Contract

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 10/06/2022

Reviewed By

Becky Pruitt

Date

10/06/2022 11:44 AM

Started On: 10/05/2022 09:22 AM

REAL ESTATE CONTRACT

Hero Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **GP LIBERTY HILL, LLC** (referred to in this Contract as "Seller") and **WILLIAMSON COUNTY, TEXAS** (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

**ARTICLE I
PURCHASE AND SALE**

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

All of that certain 1.063 acre tract of land out of the Elijah D. Harmon Survey, Abstract No. 6, Williamson County, Texas; and being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 304**);

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements situated on and attached to the Property described in Exhibit "A" not otherwise agreed herein to be retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

**ARTICLE II
PURCHASE PRICE**

Purchase Price

2.01. The Purchase Price for the Property, any improvements on the Property, and any damage or cost to cure the remaining property of Seller shall be the sum of SEVEN HUNDRED THIRTY-NINE THOUSAND FOUR HUNDRED FOUR and 00/100 Dollars (**\$739,404.00**).

Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash or other good funds at the Closing.

ARTICLE III PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

Miscellaneous Conditions

Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the closing.

ARTICLE IV REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's current actual knowledge:

- (1) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than as previously disclosed to Purchaser.
- (2) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof.

The Property herein is being conveyed to Purchaser under threat of condemnation.

ARTICLE V CLOSING Closing Date

5.01. The Closing shall be held at the office of Texas National Title Company on or before October 31, 2022, or at such time, date, and place as Seller and Purchaser may otherwise agree, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Deed conveying good and indefeasible title to Williamson County, Texas in fee simple to all of the Property described in Exhibit "A", free and clear of any and all monetary liens and restrictions, except for the following:

- (a) General real estate taxes for the year of closing and subsequent years not yet due and payable.
- (b) Any exceptions approved by Purchaser pursuant to Article III hereof; and
- (c) Any exceptions approved by Purchaser in writing.

(2) The Deed shall be in the form as shown in Exhibit "B" attached hereto and incorporated herein.

(3) Provide reasonable assistance as requested, at no cost to Seller, to cause Title Company to issue Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, in the Deed Grantee's favor in the full amount of the Purchase Price, insuring Purchaser's contracted interests in and to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

- (a) The boundary and survey exceptions shall be deleted.
- (b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and
- (c) The exception as to the lien for taxes shall be limited to the year of Closing and shall be endorsed "Not Yet Due and Payable".
- (d) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

- (a) Pay the cash portion of the Purchase Price.

Prorations

5.04. General real estate taxes for the then current year relating to the Property shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation but shall otherwise be the continuing obligation of Seller to fully satisfy. Agricultural roll-back taxes, if any, which directly result from the completion of this transaction and conveyance shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

- (1) Owner's Title Policy and survey to be paid by Purchaser.
- (2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.
- (3) All other closing costs shall be paid by Purchaser.
- (4) Attorney's fees paid by each respectively as incurred.

ARTICLE VI BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

ARTICLE VII BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made, then Seller shall receive the amount of \$500 as liquidated damages for any failure by Purchaser.

ARTICLE VIII MISCELLANEOUS

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

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

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10 This Contract shall be effective as of the date it is approved by Williamson County, Texas which date is indicated beneath the County Judge's signature below.

Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

Contingent Possession and Use Agreement

8.12. Upon completion of (1) the full execution of this Contract by all parties, and (2) acknowledgment by the Title Company of delivery by Purchaser of the full Purchase Price to the Title Company, Purchaser, its agents and contractors shall be permitted at any time after December 31, 2022 to enter and possess the Property prior to Closing for the purpose of completing any and all necessary testing, utility relocation and construction activities associated with the proposed Hero Way improvement construction project of Purchaser, and Seller agrees to make any gate access available to Purchaser, its contractors or utility facility owners as necessary to carry out the purposes of this paragraph. The parties further agree to continue to use diligence in assisting with any title curative measures or mortgage lien release required by the Contract to complete the Closing of the purchase transaction.

[signature page follows]

SELLER:

GP LIBERTY HILL, LLC

By: 
Name: Harold Robinson
Its: GP Liberty Hill LLC
Date: 9-29-22

Address: 7555 FM 970
Flower TX 76527

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
County Judge

Address: 710 Main Street, Suite 101
Georgetown, Texas 78726

Date: _____

County: Williamson
Parcel: 304
Highway: FM 2243

METES & BOUNDS DESCRIPTION FOR PARCEL 304

METES & BOUNDS DESCRIPTION FOR A 1.063 ACRE TRACT OF LAND OUT OF THE ELIJAH D. HARMON SURVEY, ABSTRACT NO. 6, WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF A CALLED 5.221 ACRE TRACT OF LAND AS CONVEYED TO GP LIBERTY HILL LLC BY GENERAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2016086336 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 1.063 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS AND SHOWN ON THE ATTACHED SKETCH:

BEGINNING at a 1/2-inch iron rod with an illegible cap found on the northeast right-of-way line of U.S. Highway 183A (width varies) as dedicated in Document Numbers 2005010093, 2005013409, 2005101481 and 2006086420, all of the Official Public Records of Williamson County, Texas, at the northwest corner of the above described GP Liberty Hill Tract, at the southwest corner of the remainder of a called 3.74 acre tract of land as conveyed to Frederick A. Jay by General Warranty Deed recorded in Document Number 2002087971 of the Official Public Records of Williamson County, Texas, and at the most easterly common corner of a called 1.557 acre tract of land described as Parcel 33 as dedicated in said Document Number 2005013409 of the Official Public Records of Williamson County, Texas, and a called 5.532 acre tract of land described as Parcel 34 as dedicated in said Document Number 2005010093 of the Official Public Records of Williamson County, Texas, for the northwest corner and **POINT OF BEGINNING** of the herein described tract, from which a 1/2-inch iron rod with an illegible cap found at the northwest corner of said Jay remainder tract, bears along a curve to the left, an arc distance of 205.31 feet, having a radius of 2,884.79 feet, a central angle of 04°04'40" and a chord which bears N 33°57'20" W a distance of 205.26 feet;

THENCE, with the north line of said GP Liberty Hill Tract and the south line of said Jay remainder tract, N 68°55'55" E a distance of 248.55 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" (NAD-83, Central Zone Grid Coordinates: N: 10,186,011.17, E: 3,081,943.19) set at the beginning of a non-tangent curve to the left, for the northeast corner of the herein described tract, 566.61 feet right of FM 2243 baseline station 103+82.37, from which a 5/8-inch iron rod found on the west right-of-way line of County Road 269 (width varies) (no deed of record found), at the northeast corner of said GP Liberty Hill Tract, and at the southeast corner of said Jay remainder tract, bears N 68°55'55" E a distance of 204.88 feet;

THENCE, over and across said GP Liberty Hill Tract, along said curve to the left, an arc distance of 491.94 feet, having a radius of 991.00 feet, a central angle of $28^{\circ}26'32''$ and a chord which bears $S 00^{\circ}02'48'' E$ a distance of 486.91 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set on the northeast right-of-way line of said U.S. Highway 183A and the southwest line of said GP Liberty Hill Tract, for the most southerly corner of the herein described tract, 1,021.48 feet right of FM 2243 baseline station 102+08.68, from which a TXDOT Type II brass right-of-way monument in concrete stamped "Central Texas Regional Mobility Authority" found at an angle point in the northeast right-of-way line of said U.S. Highway 183A, bears $S 30^{\circ}07'37'' E$ a distance of 274.30 feet;

THENCE, with the northeast right-of-way line of said U.S. Highway 183A and the southwest line of said GP Liberty Hill Tract, $N 30^{\circ}07'37'' W$ a distance of 371.06 feet to a TXDOT Type II brass right-of-way monument in concrete stamped "Central Texas Regional Mobility Authority" found for the beginning of a non-tangent curve to the left;

THENCE, continuing with the northeast right-of-way line of said U.S. Highway 183A and the southwest line of said GP Liberty Hill Tract, along said curve to the left, an arc distance of 89.43 feet, having a radius of 2,884.79 feet, a central angle of $01^{\circ}46'34''$ and a chord which bears $N 31^{\circ}01'43'' W$ a distance of 89.42 feet to the **POINT OF BEGINNING** and containing 1.063 acres (46,313 square feet) of land, more or less.

Bearing orientation is based on the Texas State Plane Coordinate System NAD-83, Central Zone 4203. All distances are surface and may be converted to grid by dividing by a scale factor of 1.00012.

I hereby certify that these notes were prepared by BGE from a survey made on the ground under my supervision on May 12, 2022 and are true and correct to the best of my knowledge. A sketch accompanies this description.

PRELIMINARY
This document shall not be
recorded for any purpose.

Jonathan O. Nobles RPLS Number 5777
 BGE, Inc.

101 West Louis Henna Blvd., Suite 400
 Austin, TX 78728

Telephone: 512-879-0400

TBPELS Licensed Surveying Firm Number 10106502

 Date

Client: Williamson County
 Date: May 20, 2022
 Revised: July 25, 2022
 Project Number: 7473-00

LEGEND

BOLLARD	
BARBED WIRE FENCE	
B.W.F.	
CONCRETE HEADWALL	
C.H.W.	
DOCUMENT	
MANHOLE	
M.H.	
NUMBER	
NOS.	
NOT TO SCALE	
N.T.S.	
OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY	
O.P.R.W.C.	
P.O.B.	
POINT OF BEGINNING	
P.P.	
POWER POLE	
P.P.	
REINFORCED CONCRETE PIPE	
R.C.P.	
REFLECTOR POST	
R.O.P.	
RIGHT-OF-WAY	
R.O.W.	
UNDERGROUND ELECTRIC BOX	
U.E.B.	
VERTICAL PIPE	
V.P.	
WATER METER	
W.M.	
WATER VALVE	
W.V.	
WASTEWATER EASEMENT	
W.W.E.	
RECORD INFO FOR DOC. NO. 2016086336 O.P.R.W.C.	
RECORD INFO FOR DOC. NO. 2002087971 O.P.R.W.C.	
RECORD INFO FOR DOC. NOS. 2004056428 &	
2006084629 O.P.R.W.C.	
RECORD INFO FOR DOC. NOS. 2005010093,	
2005013409, 2005101481 & 2006086420 O.P.R.W.C.	
FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)	
SET 1/2" IRON ROD W/CAP "WILCO ROW 5777"	
FOUND TYPE II BRASS R.O.W. MONUMENT	
IN CONCRETE STAMPED "CTRMA"	
CALCULATED POINT	
WIRE FENCE	
OVERHEAD TELEPHONE	
OVERHEAD POWER	
EDGE OF ASPHALT	
SCHEDULE B ITEM	

GENERAL NOTES:

1. BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD83. DISTANCES SHOWN HEREON ARE IN SURFACE AND CAN BE CONVERTED TO GRID BY DIVIDING BY THE COMBINED SCALE FACTOR = 1.00012
2. A METES AND BOUNDS DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS SKETCH.
3. THIS PARCEL PLAT WAS MADE IN RELIANCE UPON THAT CERTAIN COMMITMENT FOR TITLE INSURANCE ISSUED BY TITLE RESOURCES GUARANTY COMPANY AND TEXAS NATIONAL TITLE, INC. UNDER G.F. NO. T-158422, DATED EFFECTIVE JANUARY 20, 2022 AND ISSUED ON JANUARY 27, 2022.

PRELIMINARY
PENDING FINAL
REVIEW

LINE TABLE

NUMBER	BEARING	DISTANCE
L1	S 30°07'37" E	106.52'
L2	S 30°07'37" E	167.77'
L3	S 69°22'56" W	0.20'
L4	N 69°22'56" E	41.35'

RECORD LINE TABLE

NUMBER	BEARING	DISTANCE
[L2]	[S 30°07'26" E]	

CURVE TABLE

NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	491.94'	991.00'	28°26'32"	S 00°02'48" E	486.91'
C2	89.43'	2,884.79'	1°46'34"	N 31°01'43" W	89.42'
C3	205.31'	2,884.79'	4°04'40"	N 33°57'20" W	205.26'

RECORD CURVE TABLE

NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
(C2)	(89.49')	(2,884.79')	(01°46'39")	(N 29°39'39" W)	(89.49')
[C2]	[89.49']	[2,884.79']	[01°46'39"]	[N 31°00'51" W]	[89.49']
[C3]	[205.05']	[2,884.79']	[04°04'21"]	[N 33°56'21" W]	[205.01']

REVISED 07/25/2022: UPDATED PARCEL BOUNDARY



BGE, Inc.
101 West Louis Henna Blvd, Suite 400, Austin, TX 78728
Tel: 512-879-0400 • www.bgeinc.com
TBRIS Licensed Surveying Firm No. 101065102

PARCEL PLAT
SHOWING PARCEL 304
1.063 ACRES
FM 2243

WILLIAMSON COUNTY, TEXAS

Scale: 1"=100'
Job No.: 7473-00
Date: 05/20/2022
Page: 4 of 5

RESTRICTIVE COVENANT AND EASEMENT NOTES:

- 10.1 WATER CONTROL EASEMENT GRANTED TO BRUSHY CREEK WATER CONTROL AND IMPROVEMENT DISTRICT NO. 1, AS DESCRIBED IN VOLUME 438, PAGE 475, DEED RECORDS, WILLAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT.
- 10.2 ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT GRANTED TO PEDERNALES ELECTRIC COOPERATIVE, INC., AS DESCRIBED IN VOLUME 517, PAGE 163, DEED RECORDS, WILLAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT.
- 10.3 TELEPHONE/TELEGRAPH EASEMENT GRANTED TO SOUTHWESTERN BELL TELEPHONE COMPANY, AS DESCRIBED IN VOLUME 526, PAGE 555, DEED RECORDS, WILLAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.
- 10.4 ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT GRANTED TO PEDERNALES ELECTRIC COOPERATIVE INC., AS DESCRIBED IN VOLUME 577, PAGE 496, DEED RECORDS, WILLAMSON COUNTY, TEXAS, AS AFFECTED BY RELEASE OF EASEMENT RECORDED IN DOCUMENT NO. 200806744, OFFICIAL PUBLIC RECORDS, WILLAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT.
- 10.5 UTILITY EASEMENT GRANTED TO THE CITY OF LEANDER, AS DESCRIBED IN DOCUMENT NO. 2018003211, OFFICIAL PUBLIC RECORDS, WILLAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.
- 10.6 WASTEWATER EASEMENT GRANTED TO THE CITY OF LEANDER, AS DESCRIBED IN DOCUMENT NO. 2018054084, OFFICIAL PUBLIC RECORDS, WILLAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.
- 10.7 THE RIGHT TO PROHIBIT, LIMIT, RESTRICT OR CONTROL ACCESS TO HIGHWAY 183-A, AS SET FORTH IN DOCUMENT NO. 2004074130 AND RE-RECORDED IN DOCUMENT NO. 2005010093, OFFICIAL PUBLIC RECORDS, WILLAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT.

I hereby certify that this survey was made on the ground by BGE, Inc. under my supervision on May 12, 2022 and is true and correct to the best of my knowledge. The property has access to a public roadway and there are no visible encroachments, except as shown hereon.

PRELIMINARY
PENDING FINAL
REVIEW

JONATHAN O. NOBLES RPLS NO. 5777
BGE, INC.
101 WEST LOUIS HENNA BLVD., SUITE 400
AUSTIN, TEXAS 78728
TELEPHONE: (512) 879-0400

REVISED 07/25/2022: UPDATED PARCEL BOUNDARY



BGE, Inc.
101 West Louis Henna Blvd, Suite 400, Austin, TX 78728
Tel: 512-879-0400 • www.bgeinc.com
TBPLS Licensed Surveying Firm No. 1016502

Copyright 2022

PARCEL PLAT
SHOWING PARCEL 304
1.063 ACRES
FM 2243

WILLAMSON COUNTY, TEXAS

Scale: 1"=100'	Job No.: 7473-00	Date: 05/20/2022	Page: 5 of 5
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EXHIBIT "B"

Parcel 304

DEED Hero Way/RM 2243

THE STATE OF TEXAS

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COUNTY OF WILLIAMSON

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NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:

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All of that certain 1.063 acre tract of land out of the Elijah D. Harmon Survey, Abstract No. 6, Williamson County, Texas; and being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 304**);

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the Property, to wit: NONE

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show;

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas and/or the State of Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance Grantee's roadway improvements and related facilities.

CONTROL OF ACCESS: Access on and off Grantor's remaining property to and from the proposed roadway facility of Grantee from the abutting remainder property shall be permitted except to the extent that such access is expressly prohibited by the provisions and in the locations of the designated Control-of-Access Line set out according to the provisions of that certain Deed of record in **Document No. 2005010093**, Official Public Records of Williamson County, Texas. Grantor acknowledges that such access on and off the County or State roadway facility is subject to regulation as may be determined by Grantee and/or Texas Department of Transportation and Central Texas Regional Mobility Authority, its successors and assigns, to be necessary in the interest of public safety or by applicable State, local municipal or county zoning, platting or access management permitting requirements.

TO HAVE AND TO HOLD the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof by and through Grantor but not otherwise.

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the 29 day of September 2022.

[signature pages follow]

GRANTOR:

GP LIBERTY HILL LLC

By: Harold L. Chapman Jr.

Name: Harold L. Chapman Jr.

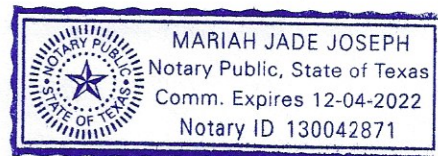
Its: GP Liberty Hill LLC

ACKNOWLEDGMENT

STATE OF TEXAS

§
§
§

COUNTY OF Williamson



This instrument was acknowledged before me on this the 29 day of September, 2022 by Harold L. Chapman, in the capacity and for the purposes and consideration recited therein.

Mariah Jade Joseph
Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

Sheets & Crossfield, PLLC
309 East Main
Round Rock, Texas 78664

GRANTEE'S MAILING ADDRESS:

Williamson County, Texas
Attn: County Auditor
710 Main Street, Suite 101
Georgetown, Texas 78626

AFTER RECORDING RETURN TO:

Commissioners Court - Regular Session

34.

Meeting Date: 10/11/2022

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.
- j) Discuss the acquisition of real property for Corridor H
- k) Discuss the acquisition of real property for future SH 29 corridor.
- l) Discuss the acquisition of 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.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 10/06/2022

Reviewed By

Becky Pruitt

Date

10/06/2022 11:58 AM

Started On: 10/05/2022 09:25 AM

Commissioners Court - Regular Session**35.****Meeting Date:** 10/11/2022

Economic Development

Submitted For: Charlie Crossfield**Submitted By:** Charlie Crossfield, Road Bond**Department:** Road Bond**Agenda Category:** Executive Session

Information**Agenda Item**

Discussion regarding economic development negotiations pursuant to Texas Government Code, Section 551.087:
Business prospect(s) that may locate or expand within Williamson County.

- a) Project Red Hot Chili Pepper
- b) Project Flex Power
- c) Project Pearson Ranch
- d) Project Fittipaldi
- e) Project Venture
- f) Project 007
- g) Project Acropolis
- h) Project Crystal Lagoon
- i) Project Phantom
- j) Project World
- k) Project Mellencamp

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 10/06/2022

Reviewed By

Becky Pruitt

Date

10/06/2022 11:59 AM

Started On: 10/05/2022 09:26 AM