NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONERS COURT
January 17, 2023
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 – 33)

3. Discuss, consider, and take appropriate action on a line item transfer for Regional Animal Shelter Fund.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0545.0545.004419	Property Insurance	$15,014.59
To	0545.0545.004962	Janitorial Contract Service	$7,057.80
To	0545.0545.002050	Workers Comp	$1,516.79
To	0545.0545.004810	Lawn Services	$1,440.00
To	0545.0545.002060	Unemployment	$5,000.00

4. Discuss, consider and take appropriate action on a line item transfer for Non-Departmental.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0409-004711	Tax Appraisal District	$35,000.00
To	0100-0409-004419	Property Insurance	$35,000.00

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

6. Discuss, consider, and take appropriate action on approving property tax refunds over $2,500.00 thru 01/12/2023 for the Williamson County Tax Assessor/Collector.

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

8. Discuss, consider and take appropriate action on rescinding the approval of Merit LIT of Item No. 9 of the January 10, 2023 Session of the Williamson County Commissioners Court relating to the line item transfer for merit compensation changes.

9. Discuss, consider and take appropriate action on approving the corrected line item transfer from the Item No. 9 of the January 10, 2023 Session of the Williamson County Commissioners Court relating to merit compensation changes.

10. Discuss, consider, and take appropriate action on approving the County Attorney's Office Racial Profile report for 2022.

11. Discuss, consider and take appropriate action regarding the 2022 Racial Profiling Report for the Williamson County Sheriff's Office.

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

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

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

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

16. Discuss, consider and take appropriate action on appointing Jason Hamilton to the Williamson County Child Welfare Board.

17. Discuss, consider, and take appropriate action on the Acceptable Use Policy for Technology.

18. Discuss, consider, and take appropriate action on the Cybersecurity Awareness Training Policy.

19. Discuss, consider, and take appropriate action on approving the agreement #2023113 between Williamson County and Tyler Technologies for Enterprise Jury Summons Software, pursuant to Sourcewell Contract #110515-TTI, and authorizing the execution of the Amendment.

20. Discuss, consider, and take appropriate action on approving agreement #2023105 between Williamson County and Idemia Identity and Security USA LLC for LiveScan and Digicap Software Maintenance and Support in the amount of $3,459.00 and authorizing the execution of the agreement and addendum.

21. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed responses for Hazard Mitigation Update Grant Writing and Management Services for Emergency Management, under RFP #23RFP30.

22. Discuss, consider, and take appropriate action on approving service agreement #2023107 with Perez Construction LLC for repairs at the Southwest Regional Park Splash Pad, 219 Perry Mayfield, Leander, TX 78641, in the not-to-exceed amount of $47,554.00 and authorizing the execution of this agreement.

23. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed responses for the Commercial Lease of 75 Seward Junction, Liberty Hill, TX, under RFP 23RFP31.

24. Discuss, consider, and take appropriate action on approving contract #2023108 with Johnson Controls Fire Protection LP and Williamson County for the remote annunciator addition to the existing fire alarm control panel in the Maintenance Shop in the amount of $15,275.47 pursuant to cooperative Sourcewell contract #030421-JHN and authorizing the purchase.

25. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed responses for the County Justice Center North Roof Replacement for Facilities Management, under RFCSP #23CSP32. Funding source is P615.

26. Discuss, consider and take appropriate action on Contract Amendment 1 to Williamson County Contract for Design and Engineering Services between Williamson County and Johnston, LLC, dated January 28 th, 2022, relating to the Justice Center Judges' Security Improvements Project (P476).

27. Discuss, consider and take appropriate action on Supplemental Agreement 1 for Williamson County Contract for Design and Engineering Services between Williamson County and Johnston, LLC, relating to the Justice Center Judges' Security Improvements Project (P476)

28. Discuss, consider and take appropriate action on an Order approving a construction contract for roadway related improvements within the Avery Centre Road District #1.

29. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for CR 404 Realignment, under IFB #23IFB33. Funding Source is P391.

30. Discuss, consider and take appropriate action on the approval authorizing an agreement between the Department of Homeland Security Federal Emergency Management Agency and Williamson County.

31. Discuss, consider and take appropriate action on Supplemental Work Authorization No. 4 to Work Authorization No. 4 under Williamson County Contract between Cobb Fendley & Associates, Inc. and Williamson County dated July 16, 2019 for On Call Utility Coordination and Relocation for All Williamson County Road and Bridge Capital Improvement Projects. This supplemental is to increase the maximum amount payable to $250,000.00. Funding source: 01.0777.0200.009007.

32. Discuss, consider and take appropriate action on Change Order No. 1, to contract 22IFB131 – San Gabriel Ranch Rd & Remuda Dr Improvements, in the amount of $36,869.17. Funding Source is P492.

33. Discuss, consider and take appropriate action on approval of the replat for the Siena South, Lots 3 & 4, Block A, Section 1 subdivision – Precinct 4.

REGULAR AGENDA

34. Discuss, consider and take appropriate action on a resolution recognizing Wanda Davidson, Court Administrator of the 277th District Court, for 40 years of service to Williamson County.

35. Discuss, consider and take appropriate action on reappointment of Heather Gaddes to the Central Texas Regional Mobility Authority (CTRMA) Board of Directors, for a two-year term beginning February 1, 2023, and ending on January 31, 2025

36. Discuss, consider and take appropriate action on reappointment of Michael Doss to the Central Texas Regional Mobility Authority (CTRMA) Board of Directors, for a two-year term beginning February 1, 2023, and ending on January 31, 2025.

37. Discuss and take appropriate action on the Community Development Block Grant (CDBG) Assistant Program Manager position.

38. Discuss, consider and take appropriate action on Jail-based Competency Restoration.

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

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0581.004541	Vehicle Maintenance	$17,687.20

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

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.364100	Insurance Proceeds	$17,687.20

41. 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 Veterans Services Donations.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.367400	Donations	$200.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0405.003670	Use of Donations	$200.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
	0546.0000.367404	Animal Shelter Donations	$171,102.29
	0546.0000.367440	Jane's Fund Donations	$19,553.07
	0546.0000.367442	Play Yard Donations	$1,239.56
	0546.0000.367443	Heart Worm Donations	$362.00
	0546.0000.367445	SIT Team Donations	$506.40
	0546.0000.367447	Animal Transport Donations	$3,269.50
	0546.0000.367448	Kitten Care Donations	$2,391.00
	0546.0000.370150	Sales of Pet Care Products	$1,812.12

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

Fiscal Impact

From/To	Acct No.	Description	Amount
	0546.0546.003510	Purchases for Resale	$1,812.12
	0546.0546.003670	Use of Donations	$171,102.29
	0546.0546.004100	Professional Services	$19,553.07
	0546.0546.004105	Foster Home Care	$2,391.00
	0546.0546.004231	Travel	$3,269.50
	0546.0546.004232	Training	$506.40
	0546.0546.004509	Facility Enhancements	$1,239.56
	0546.0546.004975	Animal Medical Care	$362.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.367403	Park Donations	$3,258.68

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

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0510.003670	Use of Donations	$3,258.68

47. Discuss, consider, and take appropriate action on approving the second bulk purchase for budgeted computers and equipment from Dell Technologies, for a total not-to-exceed amount of $117,211.03, pursuant to the DIR contract #DIR-TSO-3763.

48. Discuss, consider and take appropriate action to authorize the Williamson County Sheriff's Office to accept the Criminal Justice Division Bullet-Resistant Shield Grant Program.

49. Discuss, consider and take appropriate action on approving agreement #2023116 for pre-employment background screening services with Nora Maxey in the total not-to-exceed amount of $7,500.00 and exempting this agreement from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personal or professional services, as set forth under Texas Local Government Code § 262.024(a)(4), and authorizing execution of the agreements.

50. Discuss, consider, and take appropriate action on authorizing the purchase and service contract #2023114 between G2 Construction Services, Inc. and Williamson County for shooting range renovations and installation of the 360 Target System at the Sheriff's Office Training Center Shooting Range in the amount of $250,000.00, pursuant to TIPS contract #211001 and execution of the agreement. Funding Source is P574.

51. Receive the January 2023 Construction Summary Report and PowerPoint Presentation

52. Discuss, consider, and take appropriate action on awarding IFB #23IFB19 Asphalt Cement to Ergon Asphalt & Emulsions, Inc. based on overall lowest and best bid for Asphalt Cement for the Road and Bridge Department.

53. 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 23IFB12 - CR 245 Reconstruction, a Road Bond program in Commissioner Pct. 3 Project: P353 Funding Source: Road Bond.

54. 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 23IFB13 - Bud Stockton Extension, a Road Bond program in Commissioner Pct. 4 Project: P307 Funding Source: Road Bond.

55. Discuss, consider, and take appropriate action regarding closing a portion of the existing CR 258 and detouring traffic during construction of the intersection CR 258 Extension project, a 2013 Road Bond Project in Precinct 2.

56. Discuss, consider and take appropriate action regarding an Antiquities Permit Application to the Texas Historical Commission (THC), required as part of the Due Diligence Environmental Investigations on the CR 404 Realignment Project (P391), a Road Bond Project in Commissioner Pct 4.

57. Discuss, consider and take appropriate action on an Assignment of Passive Park Agreement between MK Madison, LP and MK Woodside Development, Inc. with respect to a Passive Park Agreement dated April 19, 2022 with Williamson County.

58. Discuss, consider and take appropriate action on a real estate contract with Nancy Rydell Holubec, Individually and as Trustee of the Henry H. Holubec Family Trust as created under the last will and testament of Henry H. Holubec Jr. deceased, and Edythe J. Holubec for 18.811 acres and 1.065 acres needed as right of way for the CR 404 realignment project (Parcel 18). Funding Source: Road Bonds P391

59. Discuss, consider and take appropriate action accepting a drainage easement from Chad Cotton for 0.108 acres needed on the CR 129 project (Parcel 8DE). Funding Source: Road Bonds P375

60. Discuss, consider and take appropriate action on an Interlocal Agreement Regarding Relocation of Water System Improvements with Aqua Utilities, Inc. DBA Aqua Texas, Inc. in connection with the construction of Sam Bass Road. Funding Source: Road Bonds P462

61. Discuss, consider and take appropriate action authorizing the County Judge to execute a waterline easement for 0.137 acres to the City of Georgetown on and across 155.251-acres owned by the County on US 183 at FM 3405.

62. Discuss, consider and take appropriate action on a claim for actual moving expenses with Car-Ma Family Limited Partnership (Parcel 41 & 42) for moving expenses related to the acquisition of right of way needed for the Liberty Hill Bypass project. Funding Source: Road Bond P 346

63. Discuss, consider and take appropriate action on an update for the 88th Legislative Session.

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)."

64. 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 CR 255.
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.

65. 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 Fittipaldi
b) Project Acropolis
c) Project World
d) Project Mellencamp
e) Project Corgi
f) Project Anniversary

66. Discuss pending or contemplated litigation, settlement matters and other confidential attorney-client legal matters (EXECUTIVE SESSION as per Section 551.071, Texas Government Code, "Consultation with Attorney"), including the following:

a. General:

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

b. Litigation:

1. 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
2. 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
3. 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
4. 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
5. 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

6. 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
7. 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
8. 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
9. 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
10. Cause No. 22-0159-C395; Gary Watsky v. Mike Gleason, et al.; In the 395th District Court of Williamson County, Texas
11. Cause No. 22-0916-C368; Chris Noel Carlin v. Christopher Davis and Williamson County; In the 368th Judicial District Court of Williamson County, Texas
12. Civil Action No. 1:22-cv-00254-RP; Rodney A. Hurdsman, #0217082 v. Mike Gleason, et al.; In the United States District Court for the Western District of Texas, Austin Division
13. Cause No. 22-2067-C395; Chauncy Williams v. Williamson County Attorney's Office Victim Services Division, et al.; In the 395th Judicial District Court of Williamson County, Texas
14. 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
15. 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
16. 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
17. 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
18. 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
19. 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
20. Cause No. D-1-GN-22-007162; Williamson County v. Ken Paxton, Attorney General of the State of Texas; In the 353rd Judicial District Court of Travis County, Texas
21. Civil Action No. 1:23-cv-00019; Cindy McNatt, individually and as dependent administrator of Estate of Joshua Ray McNatt, et al. v. Williamson County, Texas, et al.; In the United States District Court for the Western District of Texas, Austin Division

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.
6. Legal matters relating to proposed Hutto TIRZ #3.

67. 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).

68. 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).

69. 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)

70. Discuss and take appropriate action concerning economic development.

71. Discuss and take appropriate action concerning real estate.

72. Discuss, consider and take appropriate action on pending or contemplated litigation, settlement matters and other legal matters, including the following:

a. General:

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

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3. 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
4. Civil Action No. 1:21-cv-00172-LY; Charles William Thornburg v. Williamson County, Texas, Robert Chody, et al.; In the United States District Court for the Western District of Texas, Austin Division
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16. 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
17. 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
18. 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
19. 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
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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.
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5. Legal matters pertaining to DM Medical Billings, LLC.
6. Legal matters relating to proposed Hutto TIRZ #3.

73. 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.

74. Comments from Commissioners.

75. Public Comment Period. The Commissioners Court will conduct a Public Comment Period to allow members of the public to address the Court regarding matters pertaining to or affecting Williamson County but that do not appear as an Agenda Item on a meeting's Agenda. During such Public Comment Period, speakers shall be limited to a maximum of two (2) minutes to make his/her remarks and the maximum overall discussion time allowed for the Public Comment Period, regardless of the number of members of the public wishing to address the Court during such period, shall be limited to ten (10) minutes. Speaking time, to the extent possible, will be evenly allocated among speakers should more than five (5) speakers desire to speak during the Public Comment Period. Please note that the members of the Court may not comment at the meeting about matters that are not on the agenda.

_____

Bill Gravell, Jr., County Judge

This notice of meeting was posted in the locked box located on the south side of the Williamson County Courthouse, a place readily accessible to the general public at all times, on the 13th day of January 2023 at 4:00 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: 01/17/2023

Animal Shelter Line Item Transfer

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

Department: Animal Services

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on a line item transfer for Regional Animal Shelter Fund.

Background

The Regional Shelter is deficient in budget lines due to new contracts and needs. The shelter would like to move $7,057.80 from 0545.0545.004419 Property Insurance to 0545.0545.004962 Janitorial Contract, move $1,516.79 from 0545.0545.004419 Property Insurance to 0545.0545.002050 Workers Comp, move $5000 from 0545.0545.004419 Property Insurance to 0545.0545.002060 Unemployment, and move $1,440 from 0545.0545.004419 Property Insurance to 0545.0545.004810 Lawn Service.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0545.0545.004419	Property Insurance	$15,014.59
To	0545.0545.004962	Janitorial Contract Service	$7,057.80
To	0545.0545.002050	Workers Comp	$1,516.79
To	0545.0545.004810	Lawn Services	$1,440.00
To	0545.0545.002060	Unemployment	$5,000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	01/06/2023 08:39 AM
Budget Office	Saira Hernandez	01/11/2023 10:59 AM
Form Started By: Misty Valenta		Started On: 01/05/2023 03:49 PM
Final Approval Date: 01/11/2023		

Commissioners Court - Regular Session **4.**

Meeting Date: 01/17/2023

Line Item Transfer

Submitted For: Bill Gravell **Submitted By:** Andrea Schiele, County Judge

Department: County Judge

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a line item transfer for Non-Departmental.

Background

Additional funds are needed to pay anticipated property insurance premiums on the new WCCAC building, the Justice Center site improvements and the Ed Schmidt property.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0409-004711	Tax Appraisal District	$35,000.00
To	0100-0409-004419	Property Insurance	$35,000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst. (Originator)	Andrea Schiele	01/12/2023 11:43 AM
Budget Office	Saira Hernandez	01/12/2023 11:46 AM
Form Started By: Andrea Schiele		Started On: 01/12/2023 08:18 AM
Final Approval Date: 01/12/2023		

Commissioners Court - Regular Session **5.**

Meeting Date: 01/17/2023

Property Tax Collections – December 2022

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

Department: County Tax Assessor Collector

Agenda Category: Consent

Information

Agenda Item

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

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

120122-123122 GWI-RFM

120122-123122 GWI-RFM graph

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	01/12/2023 11:38 AM
Form Started By: Renee Clark		Started On: 01/12/2023 11:28 AM
Final Approval Date: 01/12/2023		

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

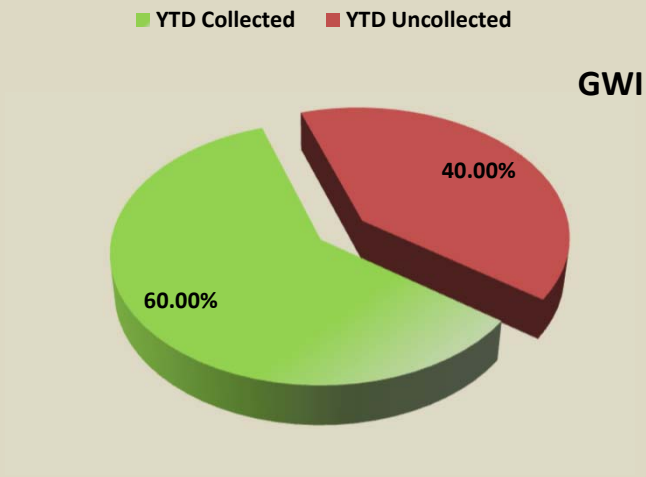
Williamson County General Fund	Tax Roll	Adjustments	Adjusted Tax Roll	Current Tax Collected	Penalty & Interest Collected	Variance	Uncollected Balance	YTD Collected	YTD Percent Collected	YTD Percent Collected w/P & I	YTD Percent Collected w/P & I & Prior Years
2022	$364,401,981.82	($500,962.30)	$363,901,019.52	$194,653,004.17	$0.00	($6.32)	$145,552,953.21	$218,348,066.31	60.00%	60.00%	60.24%
2021 & Prior	$2,757,006.07	($144,230.53)	$2,612,775.54	($2,322.60)	$17,758.09	($1.13)	$2,479,492.41	$133,283.13	5.10%	7.32%	
Rollbacks	$1,546,478.67	$177,189.16	$1,723,667.83	$282,534.75	$0.00	$0.00	$1,039,751.56	$683,916.27	39.68%	39.68%	
Total All	$368,705,466.56	($468,003.67)	$368,237,462.89	$194,933,216.32	$17,758.09	($7.45)	$149,072,197.18	$219,165,265.71	59.52%	59.53%	

Williamson County RFM	Tax Roll	Adjustments	Adjusted Tax Roll	Current Tax Collected	Penalty & Interest Collected	Variance	Uncollected Balance	YTD Collected	YTD Percent Collected	YTD Percent Collected w/P & I	YTD Percent Collected w/P & I & Prior Years
2022	$41,753,188.87	($35,886.97)	$41,717,301.90	$22,510,904.13	$0.00	($0.67)	$16,479,482.97	$25,237,818.93	60.50%	60.50%	60.71%
2021 & Prior	$257,573.51	($11,099.77)	$246,473.74	$1,696.58	$1,760.54	($0.14)	$229,851.08	$16,622.66	6.74%	9.07%	
Rollbacks	$148,096.37	$17,299.56	$165,395.93	$27,150.76	$0.00	$0.00	$100,077.68	$65,318.25	39.49%	39.49%	
Total All	$42,158,858.75	($29,687.18)	$42,129,171.57	$22,539,751.47	$1,760.54	($0.81)	$16,809,411.73	$25,319,759.84	60.10%	60.11%	

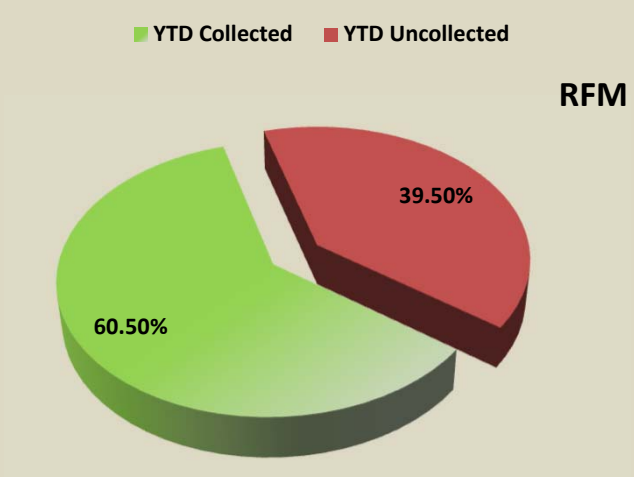
2022 COMBINED MONTHLY BREAKDOWN

Oct-22	$410,864,325.31	$47,641.67	$410,911,966.98	$9,167,294.87	$23,265.66	$54.78	$401,744,617.33	$9,167,349.65
Nov-22	$410,911,966.98	($235,128.28)	$410,676,838.70	$17,842,103.44	$21,026.41	$2,612.93	$383,664,772.68	$27,012,066.02
Dec-22	$410,676,838.70	($310,204.24)	$410,366,634.46	$217,472,967.79	$19,518.63	($8.26)	$165,881,608.91	$244,485,025.55

Year to Date Collection Report Thru December 2022



Year to Date Collection Report Thru December 2022



Percent of Roll Collected Comparison 2018-2022



Percent of Roll Collected Comparison 2018-2022



Commissioners Court - Regular Session **6.**

Meeting Date: 01/17/2023

Property Tax Refunds – Over 2500 – Thru 01/12/2023

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

Department: County Tax Assessor Collector

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving property tax refunds over $2,500.00 thru 01/12/2023 for the Williamson County Tax Assessor/Collector.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

111622-011223 Refunds Over 2500

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	01/12/2023 11:39 AM
Form Started By: Renee Clark		Started On: 01/12/2023 11:30 AM
Final Approval Date: 01/12/2023		

Larry Gaddes PCAC, C T A
Tax Assessor/Collector

Date: January 12, 2023

To: Members of the Commissioners Court

From: Larry Gaddes PCAC, CTA

Subject: Property Tax Refunds

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

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

Thank you.

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

Annex Locations:

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

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

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

Property Tax
Account QuickReport
As of January 12, 2023

Type	Date	Num	Name	Memo	Amount
Refunds Payable - Taxpayers					
Check	01/06/2023	90550	CORELOGIC/FLAGSTAR	R082914 - Erroneous payment	-9,627.58
Check	01/06/2023	90587	CORELOGIC TAX SERVICES, LLC	R046725 - Erroneous payment	-9,835.89
Total Refunds Payable - Taxpayers					-19,463.47
TOTAL					**-19,463.47**

Commissioners Court - Regular Session **7.**

Meeting Date: 01/17/2023

Compensation Items

Submitted By: Kayla Marek, Human Resources

Department: Human Resources

Agenda Category: Consent

Information

Agenda Item

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

Background

See attached documentation for details.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Merit Report

Merit LIT

Position Changes

Bilingual Stipends

Bilingual Stipends LIT

Form Review

Inbox	Reviewed By	Date
Human Resources (Originator)	Rebecca Clemons	01/12/2023 08:22 AM
County Judge Exec Asst.	Becky Pruitt	01/12/2023 08:53 AM
Form Started By: Kayla Marek		Started On: 01/12/2023 08:06 AM
Final Approval Date: 01/12/2023		

Department	Position	Emp Num	Current Annual Salary	Annual Merit Amt	Merit%	New Annual Salary	Lump-sum Merit	Pay Proposal Reason	Effective Date of Change
Information Systems	Analyst I.1854.001100.N	16140	$67,200.12	$1,473.94	2.19	$68,674.06	-	MERIT	20-Jan-23
Parks	Sr Parks Maintenance Tech.1924.001100.	15181	$36,527.52	$1,095.83	3.00	$37,623.35	-	MERIT	20-Jan-23

				(TO)	(FROM)
entity	**fund**	**dept**	**object**	**dr**	**cr**
01	0100	0503	001100	1,473.94	
01	0100	0503	002010	112.76	
01	0100	0503	002020	229.05	
01	0100	8008	001130		1,473.94
01	0100	8008	002010		112.76
01	0100	8008	002020		229.05
01	0100	0510	001100	1,095.83	
01	0100	0510	001130		1,095.83

Department Number and Name	PCN	EE ID	Current Annual Salary	*New Annual Salary	Current Position Budget Amount	*New Position Budget Amount	Reduction to Position Budget	Increase to Position Budget	Change notes	Earliest Oracle Effective Date
0503-ITS	0090	vacant	N/A	N/A	$51,589.13	$53,433.50	N/A	$1,844.37	Reallocation of position budget to facilitate external hire. Surplus salary funds from PCNs 1916 and 1854 to PCN 0090.	1/20/2023
0503-ITS	1916	vacant	N/A	N/A	$54,192.17	$53,433.50	$758.67	N/A	Reallocation of position budget to facilitate external hire. Surplus salary funds from PCNs 1916 and 1854 to PCN 0090.	1/20/2023
0503-ITS	1854	16140	$67,200.12	N/A	$68,674.00	$67,588.30	$1,085.70	N/A	Reallocation of position budget to facilitate external hire. Surplus salary funds from PCNs 1916 and 1854 to PCN 0090.	1/20/2023
0570-Corrections	0364	16321	$44,260.96	$44,260.96	$55,993.88	$51,457.79	$4,536.09	N/A	Reallocation of position budget to facilitate promotion. Surplus salary from PCN 0364 to 0543	1/20/2023
0570-Corrections	0543	vacant	$73,733.43	$78,269.52	$73,733.43	$78,269.52	N/A	$4,536.09	Reallocation of position budget to facilitate promotion. Surplus salary from PCN 0364 to 0543	1/20/2023

*Amount may vary slightly due to Oracle rounding

Department	Position	EEID	Testing Approved Stipend	Annual Stipend	Stipend Start Date
Corrections	Commissioned Corr Officer.0546.001105.	12002	BASIC	$600.08	20-Jan-23
Corrections	Corrections Officer.0469.001105.	16188	BASIC	$600.08	20-Jan-23
Corrections	Corrections Officer.0430.001105.	13801	BASIC	$600.08	20-Jan-23
Corrections	Commissioned Corr Officer.0346.001105.C	05358	BASIC	$600.08	20-Jan-23

				(TO)	(FROM)
entity	**fund**	**dept**	**object**	**dr**	**cr**
01	0100	0570	001914	1,670.99	
01	0100	0570	002010	127.83	
01	0100	0570	002020	259.67	
01	0100	0409	004999		2058.49

Commissioners Court - Regular Session **8.**

Meeting Date: 01/17/2023

Compensation Items 1/10/2023

Submitted By: Sarah Crain, Budget Office

Department: Budget Office

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on rescinding the approval of Merit LIT of Item No. 9 of the January 10, 2023 Session of the Williamson County Commissioners Court relating to the line item transfer for merit compensation changes.

Background

The transfer for 01-0100-8002-002010 for 92.20 should have been 92.92. This error has caused the entry to be out of balance.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	01/12/2023 08:26 AM
Form Started By: Sarah Crain		Started On: 01/11/2023 11:49 AM
Final Approval Date: 01/12/2023		

Commissioners Court - Regular Session **9.**

Meeting Date: 01/17/2023

Compensation Items Merit LIT 1/10/2023

Submitted By: Sarah Crain, Budget Office

Department: Budget Office

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving the corrected line item transfer from the Item No. 9 of the January 10, 2023 Session of the Williamson County Commissioners Court relating to merit compensation changes.

Background

See attached documentaion for details.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Merit LIT

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	01/12/2023 08:27 AM
Form Started By: Sarah Crain		Started On: 01/11/2023 12:09 PM
Final Approval Date: 01/12/2023		

entity	fund	dept	object	(TO) dr	(FROM) cr	***Available Budget***	
01	0100	0403	001100	1,214.60			
01	0100	0403	002010	92.92			
01	0100	0403	002020	188.75			
01	0100	8002	001130		1,214.60	*30,898.36*	
01	0100	8002	002010		92.92	*2,363.72*	
01	0100	8002	002020		188.75	*4,851.03*	
01	0100	0576	001100	8,187.27			
01	0100	0576	001130		8,187.27	*60,263.93*	
01	0545	0545	001100	1,061.37			
01	0545	0545	001130		1,061.37	*17,881.57*	
01	0100	0494	001100	493.60			
01	0100	0494	001130		493.60	*493.61*	
01	0100	0576	001100		6,706.29		Duplicate on 12/20/22
01	0100	0576	001130	6,706.29		*66,970.22*	Duplicate on 12/20/22
				17,944.80	17,944.80		

from 12/13/22 - Reverse LIT on 1/10/23
from 12/13/22 - Reverse LIT on 1/10/23

Commissioners Court - Regular Session **10.**

Meeting Date: 01/17/2023

2022 Racial Profile Report

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

Department: County Attorney

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the County Attorney's Office Racial Profile report for 2022.

Background

As per the Texas Code of Criminal Procedure Article 2.132, we are filing this report with TCOLE as Exempt status.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Racial Profile Report

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	01/10/2023 12:51 PM
Form Started By: Stephanie Lloyd		Started On: 01/09/2023 10:11 AM
Final Approval Date: 01/10/2023		

General Counsel
Jason Nassour
Criminal Division Chief
Laura Gorman
Chief Family Justice Attorney
Elizabeth Watkins
Chief Juvenile Attorney
Michael Cox

DEE HOBBS
COUNTY ATTORNEY

405 M.L.K. Street #7
Georgetown, Texas 78626

Office Administrator
Stephanie Lloyd
Chief of Staff
Peggy Vasquez
Chief Investigator
Rudy Gonzalez
Evidence Director
Michael Etheridge

Phone (512) 943-1111 • Fax (512) 943-1120

MEMORANDUM

TO: Williamson County Commissioners Court
FROM: Dee Hobbs, County Attorney
DATE: January 17, 2023
SUBJECT: 2022 Racial Profiling Report

Pursuant to the Texas Code of Criminal Procedure Article 2.132, please be advised the County Attorney's Office is "exempt" from statistical reports for Traffic and pedestrian stops, otherwise known as Racial Profiling reports and has filed the exempt status with the Texas Commission on Law Enforcement for the 2022 reporting year.

The County Attorney's Office files the Exempt status based on the "exempt" definition found on the Texas Commission on Law Enforcement website which is defined as agencies that do not routinely make motor vehicle stops. Should an Investigator make a traffic stop, they are required to complete a field contact information sheet per office policy.

Respectfully,

Doyle "Dee" Hobbs Jr.
County Attorney

Rudy Gonzalez
Chief Investigator

Commissioners Court - Regular Session **11.**

Meeting Date: 01/17/2023

2022 Racial Profiling Report for County Sheriff

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

Department: Sheriff

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action regarding the 2022 Racial Profiling Report for the Williamson County Sheriff's Office.

Background

The Texas Code of Criminal Procedure requires that no later than March 1st of each year every law enforcement agency shall submit a report containing the incident-based data compiled during the previous calendar year to the Texas Commission on Law Enforcement and to the governing body served by the agency. A report required under Subsection (b) must be submitted by the Chief Administrator and must include a comparative analysis of the information compiled under Article 2.132.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

2022 Racial Profiling Report

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	01/11/2023 10:13 AM
Form Started By: Starla Hall		Started On: 01/11/2023 09:11 AM
Final Approval Date: 01/11/2023		

2022 Racial Profiling Report

Williamson County Sheriff's Office



DEL CARMEN Consulting®

LAW ENFORCEMENT EXPERTS

"Dr. Alex del Carmen's work on racial profiling exemplifies the very best of the Sandra Bland Act, named after my daughter. My daughter's pledge to fight for injustice is best represented in the high quality of Dr. del Carmen's reports which include, as required by law, the data analysis, audits, findings and recommendations. I commend the agencies that work with him as it is clear that they have embraced transparency and adherence to the law."

-Quote by Geneva Reed (Mother of Sandra Bland)



January 9, 2023

Williamson County Commissioners Court
710 Main Street
Georgetown, Texas 78626

Dear Distinguished Members of the Commissioners Court,

In 2001 the Texas Legislature, with the intent of addressing the issue of racial profiling in policing, enacted the Texas Racial Profiling Law. During the last calendar year, the Williamson County Sheriff's Office, in accordance with the law, has collected and reported traffic and motor vehicle related contact data for the purpose of identifying and addressing (if necessary) areas of concern regarding racial profiling practices. In the 2009 Texas legislative session, the Racial Profiling Law was modified and additional requirements were implemented. Further, in 2017 the Sandra Bland Act was passed and signed into law (along with HB 3051, which introduced new racial and ethnic designations). The Sandra Bland Law currently requires that law enforcement agencies in the state collect additional data and provide a more detailed analysis. All of these requirements have been met by the Williamson County Sheriff's Office and are included in this report.

This report consists of three sections with information on motor vehicle-related contacts. In addition, when appropriate, documentation is included which demonstrates the manner in which the Williamson County Sheriff's Office has complied with the Texas Racial Profiling Law. In section one, you will find the table of contents. Section two documents compliance by the Williamson County Sheriff's Office relevant to the requirements established in the Texas Racial Profiling Law. That is, you will find documents relevant to the training of all police personnel on racial profiling prevention and the institutionalization of the compliment and complaint processes, as required by law.

Finally, section three contains statistical data relevant to contacts (as defined by the law) which were made during the course of motor vehicle stops that took place between 1/1/22 and 12/31/22. Further, this section contains the Tier 2 form, which is required to be submitted to this particular organization and the law enforcement agency's local governing authority by March 1 of each year. The data in this report has been analyzed and compared to information derived from the U.S. Census Bureau's Fair Roads Standard. The final analysis and recommendations are also included in this report.

The last section of the report includes the original draft of the Texas Racial Profiling Law, SB1074, as well as the Sandra Bland Act (current law). Also in this section, a list of requirements relevant to the Racial Profiling Law, as established by TCOLE (Texas Commission on Law Enforcement), is included. The findings in this report support the Williamson County Sheriff's Office's commitment to comply with the Texas Racial Profiling Law.

Sincerely,

Alex del Carmen, Ph.D.

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Public Education on Responding to Compliments and Complaints

Informing the Public on the Process of Filing a Compliment or Complaint with the Williamson County Sheriff's Office

The Texas Racial Profiling Law requires that police agencies provide information to the public regarding the manner in which to file a compliment or racial profiling complaint. In an effort to comply with this particular component, the Williamson County Sheriff's Office launched an educational campaign aimed at informing the public on issues relevant to the racial profiling complaint process.

The Sheriff's Office made available, in the lobby area and on its web site, information relevant to filing a compliment and complaint on a racial profiling violation by a Williamson County Sheriff's Office. In addition, each time a deputy issues a citation, ticket or warning, information on how to file a compliment or complaint is given to the individual cited. This information is in the form of a web address (including in the document issued to the citizen), which has instructions and details specifics related to the compliment or complaint processes.

It is believed that through these efforts, the community has been properly informed of the new policies and the complaint processes relevant to racial profiling.

All Williamson County Sheriff's Deputies have been instructed, as specified in the Texas Racial Profiling Law, to adhere to all Texas Commission on Law Enforcement (TCOLE) training and the Law Enforcement Management Institute of Texas (LEMIT) requirements. To date, all sworn deputies of the Williamson County Sheriff's Office have completed the TCOLE basic training on racial profiling. The main outline used to train the Deputy Sheriffs of Williamson County has been included in this report.

It is important to recognize that the Sheriff of the Williamson County Sheriff's Office has also met the training requirements, as specified by the Texas Racial Profiling Law, in the completion of the LEMIT program on racial profiling. The satisfactory completion of the racial profiling training by the sworn personnel of the Williamson County Sheriff's Office fulfills the training requirement as specified in the Education Code (96.641) of the Texas Racial Profiling Law.

Racial Profiling Course 3256

Texas Commission on Law Enforcement

September 2001

Racial Profiling 3256

Instructor's Note:

You may wish to teach this course in conjunction with Asset Forfeiture 3255 because of the related subject matter and applicability of the courses. If this course is taught in conjunction with Asset Forfeiture, you may report it under Combined Profiling and Forfeiture 3257 to reduce data entry.

Abstract

This instructor guide is designed to meet the educational requirement for racial profiling established by legislative mandate: 77R-SB1074.

Target Population: Licensed law enforcement personnel in Texas

Prerequisites: Experience as a law enforcement officer

Length of Course: A suggested instructional time of 4 hours

Material Requirements: Overhead projector, chalkboard and/or flip charts, video tape player, handouts, practical exercises, and demonstrations

Instructor Qualifications: Instructors should be very knowledgeable about traffic stop procedures and law enforcement issues

Evaluation Process and Procedures

An examination should be given. The instructor may decide upon the nature and content of the examination. It must, however, sufficiently demonstrate the mastery of the subject content by the student.

Reference Materials

Reference materials are located at the end of the course. An electronic copy of this instructor guide may be downloaded from our web site at http://www.tcleose.state.tx.us.

Racial Profiling 3256

1.0 RACIAL PROFILING AND THE LAW

1.1 UNIT GOAL: The student will be able to identify the legal aspects of racial profiling.

1.1.1 LEARNING OBJECTIVE: The student will be able to identify the legislative requirements placed upon peace officers and law enforcement agencies regarding racial profiling.

Racial Profiling Requirements:

Racial profiling CCP 3.05
Racial profiling prohibited CCP 2.131
Law enforcement policy on racial profiling CCP 2.132
Reports required for traffic and pedestrian stops CCP 2.133
Liability CCP 2.136
Racial profiling education for police chiefs Education Code 96.641
Training program Occupations Code 1701.253
Training required for intermediate certificate Occupations Code 1701.402
Definition of "race or ethnicity" for form Transportation Code 543.202

A. Written departmental policies

1. Definition of what constitutes racial profiling
2. Prohibition of racial profiling
3. Complaint process
4. Public education
5. Corrective action
6. Collection of traffic-stop statistics
7. Annual reports

B. Not prima facie evidence

C. Feasibility of use of video equipment

D. Data does not identify officer

E. Copy of complaint-related video evidence to officer in question

F. Vehicle stop report

1. Physical description of detainees: gender, race or ethnicity
2. Alleged violation
3. Consent to search
4. Contraband
5. Facts supporting probable cause
6. Arrest
7. Warning or citation issued

G. Compilation and analysis of data

H.Exemption from reporting – audio/video equipment

I. Officer non-liability

J. Funding

K. Required training in racial profiling

1. Police chiefs

2. All holders of intermediate certificates and/or two-year-old licenses as of 09/01/2001 (training to be completed no later than 09/01/2003) – see legislation 77R-SB1074

1.1.2 LEARNING OBJECTIVE: The student will become familiar with Supreme Court decisions and other court decisions involving appropriate actions in traffic stops.

A. Whren v. United States, 517 U.S. 806, 116 S.Ct. 1769 (1996)

1. Motor vehicle search exemption
2. Traffic violation acceptable as pretext for further investigation
3. Selective enforcement can be challenged

B. Terry v. Ohio, 392 U.S. 1, 88 S.Ct. 1868 (1968)

1. Stop & Frisk doctrine
2. Stopping and briefly detaining a person
3. Frisk and pat down

C. Other cases

1. Pennsylvania v. Mimms, 434 U.S. 106, 98 S.Ct. 330 (1977)
2. Maryland v. Wilson, 117 S.Ct. 882 (1997)
3. Graham v. State, 119 MdApp 444, 705 A.2d 82 (1998)
4. Pryor v. State, 122 Md.App. 671 (1997) cert. denied 352 Md. 312, 721 A.2d 990 (1998)
5. Ferris v. State, 355 Md. 356, 735 A.2d 491 (1999)
6. New York v. Belton, 453 U.S. 454 (1981)



2.0 RACIAL PROFILING AND THE COMMUNITY

2.1 UNIT GOAL: The student will be able to identify logical and social arguments against racial profiling.

2.1.1 LEARNING OBJECTIVE: The student will be able to identify logical and social arguments against racial profiling.

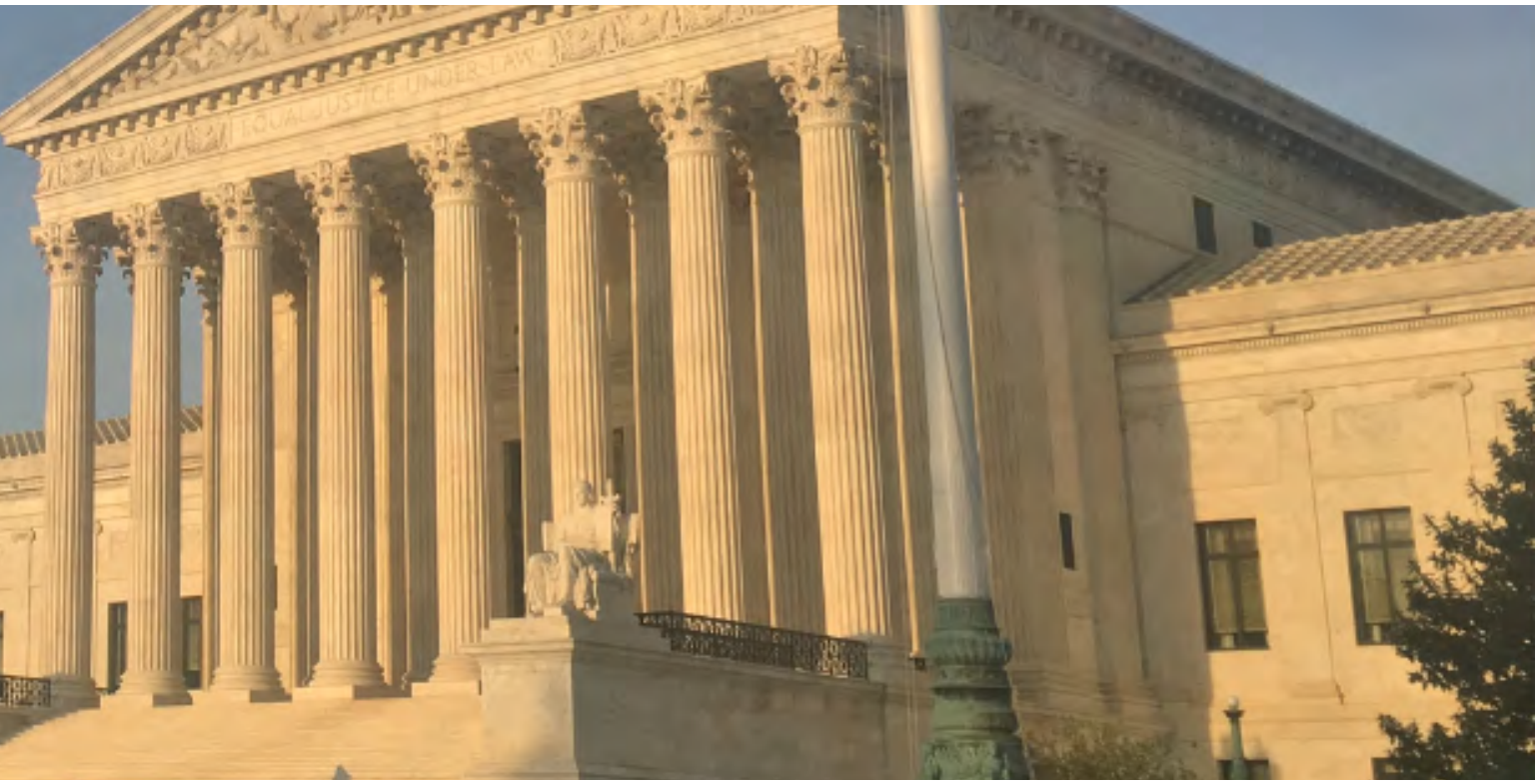
A. There are appropriate reasons for unusual traffic stops (suspicious behavior, the officer's intuition, MOs, etc.), but police work must stop short of cultural stereotyping and racism.

B. Racial profiling would result in criminal arrests, but only because it would target all members of a race randomly – the minor benefits would be far outweighed by the distrust and anger towards law enforcement by minorities and the public as a whole .

C. Racial profiling is self-fulfilling bad logic: if you believed that minorities committed more crimes, then you might look for more minority criminals, and find them in disproportionate numbers.

D. Inappropriate traffic stops generate suspicion and antagonism towards officers and make future stops more volatile – a racially-based stop today can throw suspicion on tomorrow's legitimate stop.

E. By focusing on race, you would not only be harassing innocent citizens, but overlooking criminals of all races and backgrounds – it is a waste of law enforcement resources.



3.0 RACIAL PROFILING VERSUS REASONABLE SUSPICION

3.1 UNIT GOAL: The student will be able to identify the elements of both inappropriate and appropriate traffic stops.

3.1.1 LEARNING OBJECTIVE: The student will be able to identify elements of a racially motivated traffic stop.

A. Most race-based complaints come from vehicle stops, often since race is used as an inappropriate substitute for drug courier profile elements

B. "DWB" – "Driving While Black" – a nickname for the public perception that a Black person may be stopped solely because of their race (especially with the suspicion that they are a drug courier), often extended to other minority groups or activities as well ("Driving While Brown," "Flying While Black," etc.)

C. A typical traffic stop resulting from racial profiling

1. The vehicle is stopped on the basis of a minor or contrived traffic violation which is used as a pretext for closer inspection of the vehicle, driver, and passengers

2. The driver and passengers are questioned about things that do not relate to the traffic violation

3. The driver and passengers are ordered out of the vehicle

4. The officers visually check all observable parts of the vehicle

5. The officers proceed on the assumption that drug courier work is involved by detaining the driver and passengers by the roadside

6. The driver is asked to consent to a vehicle search – if the driver refuses, the officers use other procedures (waiting on a canine unit, criminal record checks, license-plate checks, etc.), and intimidate the driver (with the threat of detaining him/her, obtaining a warrant, etc.)



3.1.2 LEARNING OBJECTIVE: The student will be able to identify elements of a traffic stop which would constitute reasonable suspicion of drug courier activity.

A. Drug courier profile (adapted from a profile developed by the DEA)

1. Driver is nervous or anxious beyond the ordinary anxiety and cultural communication styles
2. Signs of long-term driving (driver is unshaven, has empty food containers, etc.)
3. Vehicle is rented
4. Driver is a young male, 20-35
5. No visible luggage, even though driver is traveling
6. Driver was over-reckless or over-cautious in driving and responding to signals
7. Use of air fresheners

B. Drug courier activity indicators by themselves are usually not sufficient to justify a stop

3.1.3 LEARNING OBJECTIVE: The student will be able to identify elements of a traffic stop which could constitute reasonable suspicion of criminal activity.

A. Thinking about the totality of circumstances in a vehicle stop

B. Vehicle exterior

1. Non-standard repainting (esp. on a new vehicle)
2. Signs of hidden cargo (heavy weight in trunk, windows do not roll down, etc.)
3. Unusual license plate suggesting a switch (dirty plate, bugs on back plate, etc.)
4. Unusual circumstances (pulling a camper at night, kids' bikes with no kids, etc.)

C. Pre-stop indicators

1. Not consistent with traffic flow
2. Driver is overly cautious, or driver/passengers repeatedly look at police car
3. Driver begins using a car- or cell-phone when signaled to stop
4. Unusual pull-over behavior (ignores signals, hesitates, pulls onto new street, moves objects in car, etc.)

D. Vehicle interior

1. Rear seat or interior panels have been opened, there are tools or spare tire, etc.
2. Inconsistent items (anti-theft club with a rental, unexpected luggage, etc.)

Resources

Proactive Field Stops Training Unit – Instructor's Guide, Maryland Police and Correctional Training Commissions, 2001. (See Appendix A.)

Web address for legislation 77R-SB1074: http://tlo2.tlc.state.tx.us/tlo/77r/billtext/SB01074F.htm

Report on Compliments and Racial Profiling Complaints



Report on Complaints

The following table contains data regarding deputies that have been the subject of a complaint, during the time period of 1/1/22-12/31/22 based on allegations outlining possible violations related to the Texas Racial Profiling Law. The final disposition of the case is also included.



A check above indicates that the Williamson County Sheriff's Office has not received any complaints, on any members of its police force, for having violated the Texas Racial Profiling Law during the time period of 1/1/22-12/31/22.

Complaints Filed for Possible Violations of The Texas Racial Profiling Law

Complaint Number	Alleged Violation	Disposition of the Case

Additional Comments:
.

Tables Illustrating Motor Vehicle-Related Contacts
TIER 2 DATA

TOTAL STOPS: 13,804

STREET ADDRESS OR APPROXIMATE LOCATION OF STOP.

City Street	6,940
US Highway	1,637
County Road	2,882
State Highway	2,291
Private Property	54

WAS RACE OR ETHNICITY KNOWN PRIOR TO STOP?

Yes	105
No	13,699

RACE OR ETHNICITY

Alaska Native/American Indian	101
Asian/Pacific Islander	698
Black	1,826
White	7,779
Hispanic/Latino	3,400

GENDER

Female Total: 4,137

Alaska Native/American Indian	22
Asian/Pacific Islander	230
Black	571
White	2,545
Hispanic/Latino	769

Male Total: 9,667

Alaska Native/American Indian	79
Asian/Pacific Islander	468
Black	1,255
White	5,234
Hispanic/Latino	2,631

REASON FOR STOP?

Violation of Law Total: 394

Alaska Native/American Indian	2
Asian/Pacific Islander	11
Black	53
White	240
Hispanic/Latino	88

Pre-existing Knowledge Total: 193

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	23
White	100
Hispanic/Latino	70

Moving Traffic Violation Total: 8,377

Alaska Native/American Indian	63
Asian/Pacific Islander	538
Black	1,060
White	4,684
Hispanic/Latino	2,032

TIER 2 DATA

Vehicle Traffic Violation Total: 4,840

Alaska Native/American Indian	36
Asian/Pacific Islander	149
Black	690
White	2,755
Hispanic/Latino	1,210

WAS SEARCH CONDUCTED?

	YES	NO
Alaska Native/American Indian	2	99
Asian/Pacific Islander	9	689
Black	172	1,654
White	414	7,365
Hispanic/Latino	215	3,185
TOTAL	**812**	**12,992**

REASON FOR SEARCH?
Consent Total: 216

Alaska Native/American Indian	0
Asian/Pacific Islander	4
Black	25
White	147
Hispanic/Latino	40

Contraband (in plain view) Total: 26

Alaska Native/American Indian	0
Asian/Pacific Islander	1
Black	7
White	10
Hispanic/Latino	8

Probable Cause Total: 399

Alaska Native/American Indian	2
Asian/Pacific Islander	1
Black	109
White	210
Hispanic/Latino	77

Inventory Total: 140

Alaska Native/American Indian	0
Asian/Pacific Islander	2
Black	20
White	33
Hispanic/Latino	85

Incident to Arrest Total: 31

Alaska Native/American Indian	0
Asian/Pacific Islander	1
Black	11
White	14
Hispanic/Latino	5

TIER 2 DATA

WAS CONTRABAND DISCOVERED?

	YES	NO
Alaska Native/American Indian	2	0
Asian/Pacific Islander	3	6
Black	88	84
White	207	207
Hispanic/Latino	81	134
TOTAL	**381**	**431**

Did the finding result in arrest (total should equal previous column)?

	YES	NO
Alaska Native/American Indian	0	2
Asian/Pacific Islander	1	2
Black	21	67
White	61	146
Hispanic/Latino	15	66
TOTAL	**98**	**283**

DESCRIPTION OF CONTRABAND

Drugs Total: 224

Alaska Native/American Indian	2
Asian/Pacific Islander	1
Black	70
White	149
Hispanic/Latino	2

Currency Total: 11

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	1
White	8
Hispanic/Latino	2

Weapons Total: 23

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	3
White	10
Hispanic/Latino	10

Alcohol Total: 23

Alaska Native/American Indian	0
Asian/Pacific Islander	1
Black	6
White	16
Hispanic/Latino	0

TIER 2 DATA

Stolen Property Total: 8

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	1
White	1
Hispanic/Latino	6

Other Total: 69

Alaska Native/American Indian	0
Asian/Pacific Islander	1
Black	7
White	61
Hispanic/Latino	9

RESULT OF THE STOP

Verbal Warning Total: 7,961

Alaska Native/American Indian	61
Asian/Pacific Islander	400
Black	1,115
White	4,967
Hispanic/Latino	1,418

Written Warning Total: 1,754

Alaska Native/American Indian	19
Asian/Pacific Islander	107
Black	214
White	1,003
Hispanic/Latino	411

Citation Total: 3,802

Alaska Native/American Indian	21
Asian/Pacific Islander	186
Black	434
White	1,657
Hispanic/Latino	1,504

Written Warning and Arrest Total: 18

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	4
White	9
Hispanic/Latino	5

Citation and Arrest Total: 23

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	6
White	9
Hispanic/Latino	8

Arrest Total: 246

Alaska Native/American Indian	0
Asian/Pacific Islander	5
Black	53
White	134
Hispanic/Latino	54

TIER 2 DATA

ARREST BASED ON
Violation of Penal Code Total: 162

Alaska Native/American Indian	0
Asian/Pacific Islander	3
Black	32
White	90
Hispanic/Latino	37

Violation of Traffic Law Total: 24

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	4
White	11
Hispanic/Latino	9

Violation of City Ordinance Total: 0

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	0
White	0
Hispanic/Latino	0

Outstanding Warrant Total: 101

Alaska Native/American Indian	0
Asian/Pacific Islander	2
Black	27
White	51
Hispanic/Latino	21

Was physical force used resulting in bodily injury during the stop?

	YES	NO
Alaska Native/American Indian	0	101
Asian/Pacific Islander	1	697
Black	3	1,823
White	12	7,767
Hispanic/Latino	5	3,395
TOTAL	**21**	**13,783**

Tables Illustrating Motor Vehicle Related Contact Data

Table 1. Citations and Warnings

Race/ Ethnicity	All Contacts	Citations	Verbal Warning	Written Warning	Contact Percent	Citation Percent	Verbal Percent	Written Percent
Alaska Native/ American Indian	101	21	61	19	1%	1%	1%	1%
Asian/ Pacific Islander	698	186	400	107	5%	5%	5%	6%
Black	1,826	440	1,115	214	13%	12%	14%	12%
White	7,779	1,666	4,967	1,003	56%	44%	62%	57%
Hispanic/ Latino	3,400	1,512	1,418	411	25%	40%	18%	23%
TOTAL	13,804	1,512	7,961	1,754	100%	100%	100%	100%

Table 2. Motor Vehicle Contacts and Fair Roads Standard Comparison

Comparison of motor vehicle-related contacts with households that have vehicle access.

Race/Ethnicity	Contact Percentage	Households with Vehicle Access
Alaska Native/American Indian	1%	1%
Asian/Pacific Islander	5%	6%
Black	13%	7%
White	56%	63%
Hispanic/Latino	25%	23%
TOTAL	100%	100%

Table 3. Motor Vehicle Searches and Arrests.

Race/Ethnicity	Searches	Consent Searches	Arrests
Alaska Native/American Indian	2	0	0
Asian/Pacific Islander	9	4	5
Black	172	25	63
White	414	147	152
Hispanic/Latino	215	40	67
TOTAL	812	216	287

Table 4. Instances Where Peace Officers Used Physical Force Resulting in Bodily Injury

	Arrest	Location of Stop	Reason for Stop
1	01/04/22	183A Toll Road Ramp	Traffic Violation
2	01/04/22	1787 CR 313	Traffic Violation
3	01/11/22	2300 Sam Houston	Traffic Violation
4	01/16/22	7110 N US 183	Pre-Existing Knowledge
5	02/18/22	1734 Creekbend Blvd	Traffic Violation
6	02/20/22	14304 N FM 620 Rd	Traffic Violation
7	03/04/22	3521 Williams Dr	Traffic Violation
8	03/16/22	6627 W Parmer Lane	Traffic Violation
9	03/21/22	1886 CR 143	Traffic Violation
10	04/16/22	3282 Leander Rd	Traffic Violation
11	04/25/22	1322 W University Ave	Traffic Violation
12	04/25/22	4401 Gattis School Rd	Traffic Violation
13	04/28/22	Hymeadow/Lake Creek	Traffic Violation
14	05/09/22	W US HWY 79/Ed Schmidt Blvd	Traffic Violation
15	06/09/22	3230 McNeil Rd	Traffic Violation
16	08/23/22	1541 N IH35	Traffic Violation
17	09/12/22	13927 N SH 45 W	Traffic Violation
18	10/12/22	15669 S Great Oaks Dr	Traffic Violation
19	12/17/22	Logan Dr/S AW Grimes	Traffic Violation
20	12/20/22	11252 US 79	Traffic Violation
21	12/22/22	3788 Gattis School Rd	Traffic Violation

Table 5. Search Data

Race/ Ethnicity	Searches	Contraband Found Yes	Contraband Found No	Arrests	Percent Searches	Percent Contraband Found	Percent No Contraband	Percent Arrest
Alaska Native/ American Indian	2	2	0	0	0%	1%	0%	0%
Asian/ Pacific Islander	9	3	6	5	1%	1%	1%	2%
Black	172	88	84	63	21%	23%	19%	22%
White	414	207	207	152	51%	54%	48%	53%
Hispanic/ Latino	215	81	134	67	26%	21%	31%	23%
TOTAL	812	381	431	287	100%	100%	100%	100%

Table 6. Report on Audits.

The following table contains data regarding the number and outcome of required data audits during the period of 1/1/22-12/31/22.

Number of Data Audits Completed	Date of Completion	Outcome of Audit
1	03/01/22	Data was valid and reliable
2	06/01/22	Data was valid and reliable
3	09/01/22	Data was valid and reliable
4	12/01/22	Data was valid and reliable

Table 7. Instance Where Force Resulted in Bodily Injury.

Race/Ethnicity	Number	Percent
Alaska Native/American Indian	0	0%
Asian/Pacific Islander	1	5%
Black	3	14%
White	12	57%
Hispanic/Latino	5	24%
TOTAL	21	100%

Table 8. Reason for Arrests from Vehicle Contact

Race/ Ethnicity	Violation of Penal Code	Violation of Traffic Law	Violation of City Ordinance	Outstanding Warrant	Percent Penal Code	Percent Traffic Law	Percent City Ordinance	Percent Warrant
Alaska Native/ American Indian	0	0	0	0	0%	0%	0%	0%
Asian/ Pacific Islander	3	0	0	2	2%	0%	0%	2%
Black	32	4	0	27	20%	17%	0%	27%
White	90	11	0	51	56%	46%	0%	50%
Hispanic/ Latino	37	9	0	21	23%	38%	0%	21%
TOTAL	162	24	0	101	100%	100%	0%	100%

Table 9. Contraband Hit Rate

Race/ Ethnicity	Searches	Contraband Found Yes	Contraband Hit Rate	Search Percent	Contraband Percent
Alaska Native/ American Indian	2	2	100%	0%	1%
Asian/ Pacific Islander	9	3	33%	1%	1%
Black	172	88	51%	21%	23%
White	414	207	50%	51%	54%
Hispanic/Latino	215	81	38%	26%	21%

Analysis and Interpretation of Data

In 2001, the Texas Legislature passed Senate Bill 1074, which eventually became the Texas Racial Profiling Law. This particular law came into effect on January 1, 2002 and required all police departments in Texas to collect traffic-related data and report this information to their local governing authority by March 1 of each year. This law remained in place until 2009, when it was modified to include the collection and reporting of all motor vehicle-related contacts in which a citation was issued or an arrest was made. Further, the modification to the law further requires that all police officers indicate whether or not they knew the race or ethnicity of the individuals before detaining them. In addition, it became a requirement that agencies report motor vehicle-related data to their local governing authority and to the Texas Commission on Law Enforcement (TCOLE) by March 1 of each year. The purpose in collecting and disclosing this information is to determine if police officers in any particular municipality are engaging in the practice of racially profiling minority motorists.

One of the central requirements of the law is that police departments interpret motor vehicle-related data. Even though most researchers would likely agree that it is within the confines of good practice for police departments to be accountable to the citizenry while carrying a transparent image before the community, it is in fact very difficult to determine if individual police officers are engaging in racial profiling from a review and analysis of aggregate/institutional data. In other words, it is challenging for a reputable researcher to identify specific “individual” racist behavior from aggregate-level “institutional” data on traffic or motor vehicle-related contacts.

As previously noted, in 2009 the Texas Legislature passed House Bill 3389, which modified the Racial Profiling Law by adding new requirements; this took effect on January 1, 2010. The changes included, but are not limited to, the re-definition of a contact to include motor vehicle-related contacts in which a citation was issued or an arrest was made. In addition, it required police officers to indicate if they knew the race or ethnicity of the individual before detaining them. The 2009 law also required adding "Middle Eastern" to the racial and ethnic category and submitting the annual data report to TCOLE before March 1 of each year.

More recently, in 2017 the Texas Legislators passed HB 3051 which removed the Middle Eastern data requirement while standardizing the racial and ethnic categories relevant to the individuals that came in contact with police. In addition, the Sandra Bland Act (SB 1849) was passed and became law. Thus, the most significant legislative mandate (Sandra Bland Act) in Texas history regarding data requirements on law enforcement contacts became law and took effect on January 1, 2018. The Sandra Bland Act not only currently requires the extensive collection of data relevant to police motor vehicle contacts, but it also mandates for the data to be analyzed while addressing the following:

1. A comparative analysis of the information compiled (under Article 2.133):

a. Evaluate and compare the number of motor vehicle stops, within the applicable jurisdiction, of persons who are recognized as racial or ethnic minorities and persons who are not recognized as racial or ethnic minorities;

b. Examine the disposition of motor vehicle stops made by officers employed by the agency, categorized according to the race or ethnicity of the affected persons, as appropriate, including any searches resulting from stops within the applicable jurisdiction;

c. Evaluate and compare the number of searches resulting from motor vehicle stops within the applicable jurisdiction and whether contraband or other evidence was discovered in the course of those searches.

2. *Information related to each complaint filed with the agency alleging that a peace officer employed by the agency has engaged in racial profiling*.

As part of their effort to comply with The Texas Racial Profiling/Sandra Bland Law, the Williamson County Sheriff's Office commissioned the analysis of its 2022 contact data. Hence, two different types of data analyses were performed. The first of these involved a careful evaluation of the 2022 motor vehicle-related data. This particular analysis measured, as required by the law, the number and percentage of Whites, Blacks, Hispanics or Latinos, Asians and Pacific Islanders, Alaska Natives and American Indians (Middle Easterners and individuals belonging to the “other” category, as optional categories), who came in contact with police in the course of a motor vehicle-related contact and were either issued a ticket, citation, or warning or an arrest was made. Also included in this data were instances when a motor vehicle contact took place for an alleged violation of the law or ordinance. The Tier 2 data analysis included, but was not limited to, information relevant to the number and percentage of contacts by race/ethnicity, gender, reason for the stop, location of stop, searches while indicating the type of search performed, result of stop, basis of an arrest, and use of physical force resulting in bodily injury.

The additional data analysis performed was based on a comparison of the 2022 motor vehicle contact data with a specific baseline. When reading this particular analysis, one should consider that there is disagreement in the literature regarding the appropriate baseline to be used when analyzing motor vehicle-related contact information. Of the baseline measures available, the Williamson County Sheriff's Office accepted our recommendation to rely, as a baseline measure, on the Fair Roads Standard. This particular baseline is established on data obtained through the U.S. Census Bureau (2020) relevant to the number of households that have access to vehicles while controlling for the race and ethnicity of the heads of households.

It should be noted that the census data presents challenges to any effort made at establishing a fair and accurate racial profiling analysis. That is, census data contains information on all residents of a particular community, regardless whether they are among the driving population. Further, census data, when used as a baseline of comparison, presents the challenge that it captures information related to city residents only, thus excluding individuals who may have come in contact with the Williamson County Sheriff's Office in 2022 but live outside city limits. In some jurisdictions the percentage of the population that comes in contact with the police but lives outside city limits represents a substantial volume of all motor vehicle-related contacts made in a given year.

In 2002, some civil rights groups in Texas expressed their concern and made recommendations to the effect that all police departments should rely, in their data analysis, on the Fair Roads Standard. This source contains census data specific to the number of “households” that have access to vehicles. Thus, proposing to compare “households” (which may have multiple residents and only a few vehicles) with “contacts” (an individual-based count). In essence this constitutes a comparison that may result in ecological fallacy. Despite this risk, as noted earlier, the Williamson County Sheriff's Office accepted the recommendation to utilize this form of comparison (i.e., census data relevant to households with vehicles) in an attempt to demonstrate its “good will” and “transparency” before the community. Thus, the Fair Roads Standard data obtained and used in this study is specifically relevant to Williamson County.

Tier 2 (2022) Motor Vehicle-Related Contact Analysis

When examining the enhanced and more detailed Tier 2 data collected in 2022, it was evident that most motor vehicle-related contacts were made with Whites, followed by Hispanics. Of those who came in contact with police, most tickets or citations were issued to Whites and Hispanics; this was followed by Blacks. However, in terms of written warnings, most of these were issued to Whites, followed by Hispanics.

On searches and arrests, the data showed that most searches took place among Whites. When considering all searches, most were consented by Whites and Hispanics, while most custody arrests were also of Whites. Overall, most searches did not result in contraband; of those that produced contraband, most were of Whites; this was followed by Blacks. Of the searches that did not produce contraband, most were of Whites. Most arrests were made of Whites. Most of the arrests that originated from a violation of the penal code involved Whites. Overall, the Sherrif’s Office reports 21 instances where force was used that resulted in bodily injury.

Comparative Analysis

A comprehensive analysis of the motor vehicle contacts to the census data relevant to the number of “households” in Williamson County who indicated in the 2020 census that they had access to vehicles, produced interesting findings. Specifically, the percentage of Whites, Asians, and American Indians who came in contact with police was the same or lower than the percentage of White, Asian, and American Indian households in Williamson County that claimed in the 2020 census to have access to vehicles. The opposite was true of Blacks and Hispanics. That is, a higher percentage of Blacks and Hispanics came in contact with police than the percentage of Black and Hispanic households in Williamson County that claimed in the 2020 census to have access to vehicles. It should be noted that the percentage difference among Hispanic contacts with households is of less than 3% thus, deemed by some as statistically insignificant.

The comprehensive analysis of the searches resulting in contraband shows that the most significant contraband hit rate is of American Indians. This was followed by Blacks and Whites. This means that among all searches performed in 2022, the most significant percentage of these that resulted in contraband was among American Indians. The lowest contraband hit rate was among Asians.

Summary of Findings

As referenced earlier, the most recent Texas Racial Profiling Law requires that police departments perform data audits in order to validate the data being reported. Consistent with this requirement, the Williamson County Sheriff's Office has engaged del Carmen Consulting, LLC in order to perform these audits in a manner consistent with normative statistical practices. As shown in Table 6, the audit performed reveals that the data is valid and reliable. Further, as required by law, this report also includes an analysis on the searches performed. This analysis includes information on whether contraband was found as a result of the search while controlling for race/ethnicity. The search analysis demonstrates that the Williamson County Sheriff's Office is engaging in search practices consistent with national trends in law enforcement.

While considering the findings produced as a result of this analysis, it is recommended that the Williamson County Sheriff's Office should continue to collect and evaluate additional information on motor vehicle contact data (i.e., reason for probable cause searches, contraband detected), which may prove to be useful when determining the nature of the contacts police officers are making with all individuals.

As part of this effort, the Williamson County Sheriff's Office should continue to:

1) Perform an independent analysis on contact and search data in the upcoming year.

2) Commission data audits in 2023 in order to assess data integrity; that is, to ensure that the data collected is consistent with the data being reported.

The comprehensive data analysis included in this report serves as evidence that the Williamson County Sheriff's Office has complied with the Texas Racial Profiling Law and all of its requirements. Further, the report demonstrates that the Williamson County Sheriff's Office has incorporated a comprehensive racial profiling policy, currently offers information to the public on how to file a compliment or complaint, commissions quarterly data audits in order to ensure validity and reliability, collects and commissions the analysis of Tier 2 data, and ensures that the practice of racial profiling will not be tolerated.

Checklist

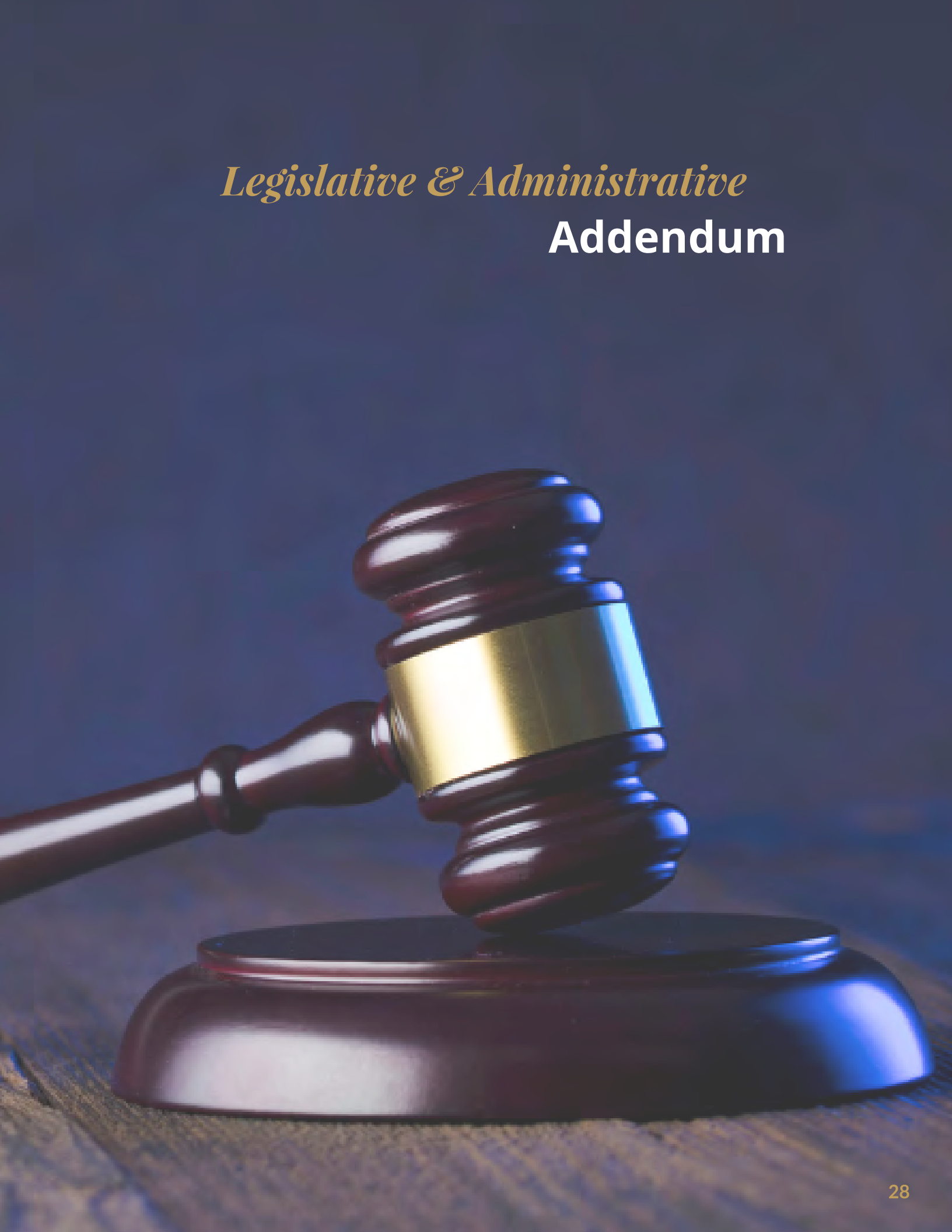
The following requirements were met by the Williamson County Sheriff's Office in accordance with The Texas Racial Profiling Law:

- **Implement a Racial Profiling Policy citing act or actions that constitute racial profiling.**
- **Include in the racial profiling policy, a statement indicating prohibition of any peace officer employed by the Williamson County Sheriff's Office from engaging in racial profiling.**
- **Implement a process by which an individual may file a complaint regarding racial profiling violations.**
- **Provide public education related to the compliment and complaint process.**
- **Implement disciplinary guidelines for officers found in violation of the Texas Racial Profiling Law.**
- **Collect, report and analyze motor vehicle data (Tier 2).**
- **Commission Data Audits and a Search Analysis.**
- **Indicate total number of officers who knew and did not know, the race/ethnicity of individuals before being detained.**
- **Produce an annual report on police contacts (Tier 2) and present this to the local governing body and TCOLE by March 1, 2023.**
- **Adopt a policy, if video/audio equipment is installed, on standards for reviewing video and audio documentation.**



Legislative & Administrative

Addendum



TCOLE GUIDELINES

Guidelines for Compiling and Reporting Data under Senate Bill 1074

Background

Senate Bill 1074 of the 77th Legislature established requirements in the Texas Code of Criminal Procedure (TCCP) for law enforcement agencies. The Commission developed this document to assist agencies in complying with the statutory requirements.

The guidelines are written in the form of standards using a style developed from accreditation organizations including the Commission on Accreditation for Law Enforcement Agencies (CALEA). The standards provide a description of ***what*** must be accomplished by an agency but allows wide latitude in determining ***how*** the agency will achieve compliance with each applicable standard.

Each standard is composed of two parts: the standard statement and the commentary. The *standard statement* is a declarative sentence that places a clear-cut requirement, or multiple requirements, on an agency. The commentary supports the standard statement but is not binding. The commentary can serve as a prompt, as guidance to clarify the intent of the standard, or as an example of one possible way to comply with the standard.

Standard 1

Each law enforcement agency has a detailed written directive that:

- clearly defines acts that constitute racial profiling;
- strictly prohibits peace officers employed by the agency from engaging in racial profiling;
- implements a process by which an individual may file a complaint with the agency if the individual believes a peace officer employed by the agency has engaged in racial profiling with respect to the individual filing the complaint;
- provides for public education relating to the complaint process;
- requires appropriate corrective action to be taken against a peace officer employed by the agency who, after investigation, is shown to have engaged in racial profiling in violation of the agency's written racial profiling policy; and
- requires the collection of certain types of data for subsequent reporting.

Commentary

Article 2.131 of the TCCP prohibits officers from engaging in racial profiling, and article 2.132 of the TCCP now requires a written policy that contains the elements listed in this standard. The article also specifically defines a law enforcement agency as it applies to this statute as an " agency of the state, or of a county, municipality, or other political subdivision of the state, that employs peace officers who make traffic stops in the routine performance of the officers' official duties."

The article further defines race or ethnicity as being of "a particular descent, including Caucasian, African, Hispanic, Asian, or Native American." The statute does not limit the required policies to just these ethnic groups.

This written policy is to be adopted and implemented no later than January 1, 2002.

Standard 2

Each peace officer who stops a motor vehicle for an alleged violation of a law or ordinance regulating traffic, or who stops a pedestrian for any suspected offense reports to the employing law enforcement agency information relating to the stop, to include:

- a physical description of each person detained, including gender and the person's race or ethnicity, as stated by the person, or, if the person does not state a race or ethnicity, as determined by the officer's best judgment;
- the traffic law or ordinance alleged to have been violated or the suspected offense;
- whether the officer conducted a search as a result of the stop and, if so, whether the person stopped consented to the search;
- whether any contraband was discovered in the course of the search, and the type of contraband discovered;
- whether probable cause to search existed, and the facts supporting the existence of that probable cause;
- whether the officer made an arrest as a result of the stop or the search, including a statement of the offense charged;
- the street address or approximate location of the stop; and
- whether the officer issued a warning or citation as a result of the stop, including a description of the warning or a statement of the violation charged.

Commentary

The information required by 2.133 TCCP is used to complete the agency reporting requirements found in Article 2.134. A peace officer and an agency may be exempted from this requirement under Article 2.135 TCCP Exemption for Agencies Using Video and Audio Equipment. An agency may be exempt from this reporting requirement by applying for the funds from the Department of Public Safety for video and audio equipment and the State does not supply those funds. Section 2.135 (a)(2) states, "the governing body of the county or municipality served by the law enforcement agency, in conjunction with the law enforcement agency, certifies to the Department of Public Safety, not later than the date specified by rule by the department, that the law enforcement agency needs funds or video and audio equipment for the purpose of installing video and audio equipment as described by Subsection (a) (1) (A) and the agency does not receive from the state funds for video and audio equipment sufficient, as determined by the department, for the agency to accomplish that purpose."

Standard 3

The agency compiles the information collected under 2.132 and 2.133 and analyzes the information identified in 2.133.

Commentary

Senate Bill 1074 from the 77th Session of the Texas Legislature created requirements for law enforcement agencies to gather specific information and to report it to each county or municipality served. New sections of law were added to the Code of Criminal Procedure regarding the reporting of traffic and pedestrian stops. Detained is defined as when a person stopped is not free to leave.

Article 2.134 TCCP requires the agency to compile and provide and analysis of the information collected by peace officer employed by the agency. The report is provided to the governing body of the municipality or county no later than March 1 of each year and covers the previous calendar year.

There is data collection and reporting required based on Article 2.132 CCP (tier one) and Article 2.133 CCP (tier two).

The minimum requirements for "tier one" data for traffic stops in which a citation results are:

1) the race or ethnicity of individual detained (race and ethnicity as defined by the bill means of "a particular descent, including Caucasian, African, Hispanic, Asian, or Native American");
2) whether a search was conducted, and if there was a search, whether it was a consent search or a probable cause search; and
3) whether there was a custody arrest.

The minimum requirements for reporting on "tier two" reports include traffic and pedestrian stops. Tier two data include:

1) the detained person's gender and race or ethnicity;
2) the type of law violation suspected, e.g., hazardous traffic, non-hazardous traffic, or other criminal investigation (the Texas Department of Public Safety publishes a categorization of traffic offenses into hazardous or non-hazardous);
3) whether a search was conducted, and if so whether it was based on consent or probable cause;
4) facts supporting probable cause;
5) the type, if any, of contraband that was collected;
6) disposition of the stop, e.g., arrest, ticket, warning, or release;
7) location of stop; and
8) statement of the charge, e.g., felony, misdemeanor, or traffic.

Tier one reports are made to the governing body of each county or municipality served by the agency an annual report of information if the agency is an agency of a county, municipality, or other political subdivision of the state. Tier one and two reports are reported to the county or municipality not later than March 1 for the previous calendar year beginning March 1, 2003. Tier two reports include a comparative analysis between the race and ethnicity of persons detained to see if a differential pattern of treatment can be discerned based on the disposition of stops

including searches resulting from the stops. The reports also include information relating to each complaint filed with the agency alleging that a peace officer employed by the agency has engaged in racial profiling. An agency may be exempt from the tier two reporting requirement by applying for the funds from the Department of Public Safety for video and audio equipment and the State does not supply those funds [See 2.135 (a)(2) TCCP].

Reports should include both raw numbers and percentages for each group. Caution should be exercised in interpreting the data involving percentages because of statistical distortions caused by very small numbers in any particular category, for example, if only one American Indian is stopped and searched, that stop would not provide an accurate comparison with 200 stops among Caucasians with 100 searches. In the first case, a 100% search rate would be skewed data when compared to a 50% rate for Caucasians.

Standard 4

If a law enforcement agency has video and audio capabilities in motor vehicles regularly used for traffic stops, or audio capabilities on motorcycles regularly used to make traffic stops, the agency:

- adopts standards for reviewing and retaining audio and video documentation; and
- promptly provides a copy of the recording to a peace officer who is the subject of a complaint on written request by the officer.

Commentary

The agency should have a specific review and retention policy. Article 2.132 TCCP specifically requires that the peace officer be promptly provided with a copy of the audio or video recordings if the officer is the subject of a complaint and the officer makes a written request.

Standard 5

Agencies that do not currently have video or audio equipment must examine the feasibility of installing such equipment.

Commentary

None

Standard 6

Agencies that have video and audio recording capabilities are exempt from the reporting requirements of Article 2.134 TCCP and officers are exempt from the reporting requirements of Article 2.133 TCCP provided that:

- the equipment was in place and used during the proceeding calendar year; and
- video and audio documentation is retained for at least 90 days.

Commentary

The audio and video equipment and policy must have been in place during the previous calendar year. Audio and video documentation must be kept for at least 90 days or longer if a complaint has been filed. The documentation must be retained until the complaint is resolved. Peace officers are not exempt from the requirements under Article 2.132 TCCP.

Standard 7

Agencies have citation forms or other electronic media that comply with Section 543.202 of the Transportation Code.

Commentary

Senate Bill 1074 changed Section 543.202 of the Transportation Code requiring citations to include:

- race or ethnicity, and
- whether a search of the vehicle was conducted and whether consent for the search was obtained.

The Texas Law on Racial Profiling

S.B. No. 1074 - An Act relating to the prevention of racial profiling by certain peace officers.
BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

SECTION 1. Chapter 2, Code of Criminal Procedure, is amended by adding Articles 2.131 through 2.138 to read as follows:

Art. 2.131. RACIAL PROFILING PROHIBITED. A peace officer may not engage in racial profiling.

Art. 2.132. LAW ENFORCEMENT POLICY ON RACIAL PROFILING. (a) In this article:

(1) "Law enforcement agency" means an agency of the state, or of a county, municipality, or other political subdivision of the state, that employs peace officers who make traffic stops in the routine performance of the officers' official duties.

(2) "Race or ethnicity" means of a particular descent, including Caucasian, African, Hispanic, Asian, or Native American descent.

(b) Each law enforcement agency in this state shall adopt a detailed written policy on racial profiling. The policy must:

(1) clearly define acts constituting racial profiling;

(2) strictly prohibit peace officers employed by the agency from engaging in racial profiling;

(3) implement a process by which an individual may file a complaint with the agency if the individual believes that a peace officer employed by the agency has engaged in racial profiling with respect to the individual;

(4) provide public education relating to the agency's complaint process;

(5) require appropriate corrective action to be taken against a peace officer employed by the agency who, after an investigation, is shown to have engaged in racial profiling in violation of the agency's policy adopted under this article;

(6) require collection of information relating to traffic stops in which a citation is issued and to arrests resulting from those traffic stops, including information relating to:

(A) the race or ethnicity of the individual detained; and

(B) whether a search was conducted and, if so, whether the person detained consented to the search; and

(7) require the agency to submit to the governing body of each county or municipality served by the agency an annual report of the information collected under Subdivision (6) if the agency is an agency of a county, municipality, or other political subdivision of the state.

(c) The data collected as a result of the reporting requirements of this article shall not constitute prima facie evidence of racial profiling.

(d) On adoption of a policy under Subsection (b), a law enforcement agency shall examine the feasibility of installing video camera and transmitter-activated equipment in each agency law enforcement motor vehicle regularly used to make traffic stops and transmitter-activated equipment in each agency law enforcement motorcycle regularly used to make traffic stops. If a law enforcement agency installs video or audio equipment as provided by this subsection, the

policy adopted by the agency under Subsection (b) must include standards for reviewing video and audio documentation.

(e) A report required under Subsection (b)(7) may not include identifying information about a peace officer who makes a traffic stop or about an individual who is stopped or arrested by a peace officer. This subsection does not affect the collection of information as required by a policy under Subsection (b)(6).

(f) On the commencement of an investigation by a law enforcement agency of a complaint described by Subsection (b)(3) in which a video or audio recording of the occurrence on which the complaint is based was made, the agency shall promptly provide a copy of the recording to the peace officer who is the subject of the complaint on written request by the officer.

Art. 2.133. REPORTS REQUIRED FOR TRAFFIC AND PEDESTRIAN STOPS. (a) In this article:

(1) "Race or ethnicity" has the meaning assigned by Article 2.132(a).

(2) "Pedestrian stop" means an interaction between a peace officer and an individual who is being detained for the purpose of a criminal investigation in which the individual is not under arrest.

(b) A peace officer who stops a motor vehicle for an alleged violation of a law or ordinance regulating traffic or who stops a pedestrian for any suspected offense shall report to the law enforcement agency that employs the officer information relating to the stop, including:

(1) a physical description of each person detained as a result of the stop, including:

(A) the person's gender; and

(B) the person's race or ethnicity, as stated by the person or, if the person does not state the person's race or ethnicity, as determined by the officer to the best of the officer's ability;

(2) the traffic law or ordinance alleged to have been violated or the suspected offense;

(3) whether the officer conducted a search as a result of the stop and, if so, whether the person detained consented to the search;

(4) whether any contraband was discovered in the course of the search and the type of contraband discovered;

(5) whether probable cause to search existed and the facts supporting the existence of that probable cause;

(6) whether the officer made an arrest as a result of the stop or the search, including a statement of the offense charged;

(7) the street address or approximate location of the stop; and

(8) whether the officer issued a warning or a citation as a result of the stop, including a description of the warning or a statement of the violation charged.

Art. 2.134. COMPILATION AND ANALYSIS OF INFORMATION COLLECTED.

(a) In this article, "pedestrian stop" means an interaction between a peace officer and an individual who is being detained for the purpose of a criminal investigation in which the individual is not under arrest.

(b) A law enforcement agency shall compile and analyze the information contained in each report received by the agency under Article 2.133. Not later than March 1 of each year, each local law enforcement agency shall submit a report containing the information compiled

during the previous calendar year to the governing body of each county or municipality served by the agency in a manner approved by the agency.

(c) A report required under Subsection (b) must include:

(1) a comparative analysis of the information compiled under Article 2.133 to:

(A) determine the prevalence of racial profiling by peace officers employed by the agency; and

(B) examine the disposition of traffic and pedestrian stops made by officers employed by the agency, including searches resulting from the stops; and

(2) information relating to each complaint filed with the agency alleging that a peace officer employed by the agency has engaged in racial profiling.

(d) A report required under Subsection (b) may not include identifying information about a peace officer who makes a traffic or pedestrian stop or about an individual who is stopped or arrested by a peace officer. This subsection does not affect the reporting of information required under Article 2.133(b)(1).

(e) The Commission on Law Enforcement Officer Standards and Education shall develop guidelines for compiling and reporting information as required by this article.

(f) The data collected as a result of the reporting requirements of this article shall not constitute prima facie evidence of racial profiling.

Art. 2.135. EXEMPTION FOR AGENCIES USING VIDEO AND AUDIO EQUIPMENT. (a) A peace officer is exempt from the reporting requirement under Article 2.133 and a law enforcement agency is exempt from the compilation, analysis, and reporting requirements under Article 2.134 if:

(1) during the calendar year preceding the date that a report under Article 2.134 is required to be submitted:

(A) each law enforcement motor vehicle regularly used by an officer employed by the agency to make traffic and pedestrian stops is equipped with video camera and transmitter-activated equipment and each law enforcement motorcycle regularly used to make traffic and pedestrian stops is equipped with transmitter-activated equipment; and

(B) each traffic and pedestrian stop made by an officer employed by the agency that is capable of being recorded by video and audio or audio equipment, as appropriate, is recorded by using the equipment; or

(2) the governing body of the county or municipality served by the law enforcement agency, in conjunction with the law enforcement agency, certifies to the Department of Public Safety, not later than the date specified by rule by the department, that the law enforcement agency needs funds or video and audio equipment for the purpose of installing video and audio equipment as described by Subsection (a)(1)(A) and the agency does not receive from the state funds or video and audio equipment sufficient, as determined by the department, for the agency to accomplish that purpose.

(b) Except as otherwise provided by this subsection, a law enforcement agency that is exempt from the requirements under Article 2.134 shall retain the video and audio or audio documentation of each traffic and pedestrian stop for at least 90 days after the date of the stop. If a complaint is filed with the law enforcement agency alleging that a peace officer employed by the agency has engaged in racial profiling with respect to a traffic or pedestrian stop, the agency shall retain the video and audio or audio record of the stop until final disposition of the complaint.

(c) This article does not affect the collection or reporting requirements under Article 2.132.

Art. 2.136. LIABILITY. A peace officer is not liable for damages arising from an act relating to the collection or reporting of information as required by Article 2.133 or under a policy adopted under Article 2.132.

Art. 2.137. PROVISION OF FUNDING OR EQUIPMENT.

(a) The Department of Public Safety shall adopt rules for providing funds or video and audio equipment to law enforcement agencies for the purpose of installing video and audio equipment as described by Article 2.135(a)(1)(A), including specifying criteria to prioritize funding or equipment provided to law enforcement agencies. The criteria may include consideration of tax effort, financial hardship, available revenue, and budget surpluses. The criteria must give priority to:

(1) law enforcement agencies that employ peace officers whose primary duty is traffic enforcement;

(2) smaller jurisdictions; and

(3) municipal and county law enforcement agencies.

(b) The Department of Public Safety shall collaborate with an institution of higher education to identify law enforcement agencies that need funds or video and audio equipment for the purpose of installing video and audio equipment as described by Article 2.135(a)(1)(A). The collaboration may include the use of a survey to assist in developing criteria to prioritize funding or equipment provided to law enforcement agencies.

(c) To receive funds or video and audio equipment from the state for the purpose of installing video and audio equipment as described by Article 2.135(a)(1)(A), the governing body of a county or municipality, in conjunction with the law enforcement agency serving the county or municipality, shall certify to the Department of Public Safety that the law enforcement agency needs funds or video and audio equipment for that purpose.

(d) On receipt of funds or video and audio equipment from the state for the purpose of installing video and audio equipment as described by Article 2.135(a)(1)(A), the governing body of a county or municipality, in conjunction with the law enforcement agency serving the county or municipality, shall certify to the Department of Public Safety that the law enforcement agency has installed video and audio equipment as described by Article 2.135(a)(1)(A) and is using the equipment as required by Article 2.135(a)(1).

Art. 2.138. RULES. The Department of Public Safety may adopt rules to implement Articles 2.131-2.137.

SECTION 2. Chapter 3, Code of Criminal Procedure, is amended by adding Article 3.05 to read as follows:

Art. 3.05. RACIAL PROFILING. In this code, "racial profiling" means a law enforcement-initiated action based on an individual's race, ethnicity, or national origin rather than on the individual's behavior or on information identifying the individual as having engaged in criminal activity.

SECTION 3. Section 96.641, Education Code, is amended by adding Subsection (j) to read as follows:

(j) As part of the initial training and continuing education for police chiefs required under this section, the institute shall establish a program on racial profiling. The program must include an examination of the best practices for:

(1) monitoring peace officers' compliance with laws and internal agency policies relating to racial profiling;

(2) implementing laws and internal agency policies relating to preventing racial profiling; and

(3) analyzing and reporting collected information.

SECTION 4. Section 1701.253, Occupations Code, is amended by adding Subsection (e) to read as follows:

(e) As part of the minimum curriculum requirements, the commission shall establish a statewide comprehensive education and training program on racial profiling for officers licensed under this chapter. An officer shall complete a program established under this subsection not later than the second anniversary of the date the officer is licensed under this chapter or the date the officer applies for an intermediate proficiency certificate, whichever date is earlier.

SECTION 5. Section 1701.402, Occupations Code, is amended by adding Subsection (d) to read as follows:

(d) As a requirement for an intermediate proficiency certificate, an officer must complete an education and training program on racial profiling established by the commission under Section 1701.253(e).

SECTION 6. Section 543.202, Transportation Code, is amended to read as follows:

Sec. 543.202. FORM OF RECORD. (a) In this section, "race or ethnicity" means of a particular descent, including Caucasian, African, Hispanic, Asian, or Native American descent.

(b) The record must be made on a form or by a data processing method acceptable to the department and must include:

(1) the name, address, physical description, including race or ethnicity, date of birth, and driver's license number of the person charged;

(2) the registration number of the vehicle involved;

(3) whether the vehicle was a commercial motor vehicle as defined by Chapter 522 or was involved in transporting hazardous materials;

(4) the person's social security number, if the person was operating a commercial motor vehicle or was the holder of a commercial driver's license or commercial driver learner's permit;

(5) the date and nature of the offense, including whether the offense was a serious traffic violation as defined by Chapter 522;

(6) whether a search of the vehicle was conducted and whether consent for the search was obtained;

(7) the plea, the judgment, and whether bail was forfeited;

(8) [~~(7)~~] the date of conviction; and

(9) [~~(8)~~] the amount of the fine or forfeiture.

SECTION 7. Not later than January 1, 2002, a law enforcement agency shall adopt and implement a policy and begin collecting information under the policy as required by Article 2.132, Code of Criminal Procedure, as added by this Act. A local law enforcement agency shall first submit information to the governing body of each county or municipality served by the agency as required by Article 2.132, Code of Criminal Procedure, as added by this Act, on March 1, 2003. The first submission of information shall consist of information compiled by the agency during the period beginning January 1, 2002, and ending December 31, 2002.

SECTION 8. A local law enforcement agency shall first submit information to the governing body of each county or municipality served by the agency as required by Article 2.134, Code of Criminal Procedure, as added by this Act, on March 1, 2004. The first submission of information shall consist of information compiled by the agency during the period beginning January 1, 2003, and ending December 31, 2003.

SECTION 9. Not later than January 1, 2002:

(1) the Commission on Law Enforcement Officer Standards and Education shall establish an education and training program on racial profiling as required by Subsection (e), Section 1701.253, Occupations Code, as added by this Act; and

(2) the Bill Blackwood Law Enforcement Management Institute of Texas shall establish a program on racial profiling as required by Subsection (j), Section 96.641, Education Code, as added by this Act.

SECTION 10. A person who on the effective date of this Act holds an intermediate proficiency certificate issued by the Commission on Law Enforcement Officer Standards and Education or has held a peace officer license issued by the Commission on Law Enforcement Officer Standards and Education for at least two years shall complete an education and training program on racial profiling established under Subsection (e), Section 1701.253, Occupations Code, as added by this Act, not later than September 1, 2003.

SECTION 11. An individual appointed or elected as a police chief before the effective date of this Act shall complete a program on racial profiling established under Subsection (j), Section 96.641, Education Code, as added by this Act, not later than September 1, 2003.

SECTION 12. This Act takes effect September 1, 2001

_____ _____

President of the Senate Speaker of the House

I hereby certify that S.B. No. 1074 passed the Senate on April 4, 2001, by the following vote: Yeas 28, Nays 2; May 21, 2001, Senate refused to concur in House amendments and requested appointment of Conference Committee; May 22, 2001, House granted request of the Senate; May 24, 2001, Senate adopted Conference Committee Report by a viva-voce vote.

_____
Secretary of the Senate

I hereby certify that S.B. No. 1074 passed the House, with amendments, on May 15, 2001, by a non-record vote; May 22, 2001, House granted request of the Senate for appointment of Conference Committee; May 24, 2001, House adopted Conference Committee Report by a non-record vote.

_____
Chief Clerk of the House

Approved:

_____
Date

_____
Governor

Modifications to the Original Law (H.B. 3389)

Amend CSHB 3389 (Senate committee report) as follows:

(1) Strike the following SECTIONS of the bill:

(A) SECTION 8, adding Section 1701.164, Occupations Code (page 4, lines 61-66);

(B) SECTION 24, amending Article 2.132(b), Code of Criminal Procedure (page 8, lines 19-53);

(C) SECTION 25, amending Article 2.134(b), Code of Criminal Procedure (page 8, lines 54-64);

(D) SECTION 28, providing transition language for the amendments to Articles 2.132(b) and 2.134(b), Code of Criminal Procedure (page 9, lines 40-47).

(2) Add the following appropriately numbered SECTIONS to the bill and renumber subsequent SECTIONS of the bill accordingly: SECTION ____. Article 2.132, Code of Criminal Procedure, is amended by amending Subsections (a),(b), (d), and (e) and adding Subsection (g) to read as follows:

(a) In this article:

(1) "Law enforcement agency" means an agency of the state, or of a county, municipality, or other political subdivision of the state, that employs peace officers who make motor vehicle[~~traffic~~] stops in the routine performance of the officers' official duties.

(2) "Motor vehicle stop" means an occasion in which a peace officer stops a motor vehicle for an alleged violation of a law or ordinance.

(3) "Race or ethnicity" means of a particular descent, including Caucasian, African, Hispanic, Asian, [~~or~~] Native American, or Middle Eastern descent.

(b) Each law enforcement agency in this state shall adopt a detailed written policy on racial profiling. The policy must:

(1) clearly define acts constituting racial profiling;

(2) strictly prohibit peace officers employed by the agency from engaging in racial profiling;

(3) implement a process by which an individual may file a complaint with the agency if the individual believes that a peace officer employed by the agency has engaged in racial profiling with respect to the individual;

(4) provide public education relating to the agency's complaint process;

(5) require appropriate corrective action to be taken against a peace officer employed by the agency who, after an investigation, is shown to have engaged in racial profiling in violation of the agency's policy adopted under this article;

(6) require collection of information relating to motor vehicle [~~traffic~~] stops in which a citation is issued and to arrests made as a result of [~~resulting from~~] those [~~traffic~~] stops, including information relating to:

(A) the race or ethnicity of the individual detained; and

(B) whether a search was conducted and, if so, whether the individual [~~person~~] detained consented to the search; and

(C) whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual; and

(7) require the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit [~~to the governing body of each county or~~

~~municipality served by the agency~~] an annual report of the information collected under Subdivision (6) to:

(A) the Commission on Law Enforcement Officer Standards and Education; and

(B) the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

(d) On adoption of a policy under Subsection (b), a law enforcement agency shall examine the feasibility of installing video camera and transmitter-activated equipment in each agency law enforcement motor vehicle regularly used to make motor vehicle [~~traffic~~] stops and transmitter activated equipment in each agency law enforcement motorcycle regularly used to make motor vehicle [~~traffic~~] stops. If a law enforcement agency installs video or audio equipment as provided by this subsection, the policy adopted by the agency under Subsection (b) must include standards for reviewing video and audio documentation.

(e) A report required under Subsection (b)(7) may not include identifying information about a peace officer who makes a motor vehicle [~~traffic~~] stop or about an individual who is stopped or arrested by a peace officer. This subsection does not affect the collection of information as required by a policy under Subsection (b)(6).

(g) On a finding by the Commission on Law Enforcement Officer Standards and Education that the chief administrator of a law enforcement agency intentionally failed to submit a report required under Subsection (b)(7), the commission shall begin disciplinary procedures against the chief administrator.

SECTION ____. Article 2.133, Code of Criminal Procedure, is amended to read as follows:

Art. 2.133. REPORTS REQUIRED FOR MOTOR VEHICLE [~~TRAFFIC AND PEDESTRIAN~~] STOPS. (a) In this article, "race[~~:~~

[~~(1) "Race~~] or ethnicity" has the meaning assigned by Article 2.132(a).

[~~(2) "Pedestrian stop" means an interaction between a peace officer and an individual who is being detained for the purpose of a criminal investigation in which the individual is not under arrest.~~]

(b) A peace officer who stops a motor vehicle for an alleged violation of a law or ordinance [~~regulating traffic or who stops a pedestrian for any suspected offense~~] shall report to the law enforcement agency that employs the officer information relating to the stop, including:

(1) a physical description of any [~~each~~] person operating the motor vehicle who is detained as a result of the stop, including:

(A) the person's gender; and

(B) the person's race or ethnicity, as stated by the person or, if the person does not state the person's race or ethnicity, as determined by the officer to the best of the officer's ability;

(2) the initial reason for the stop [~~traffic law or ordinance alleged to have been violated or the suspected offense~~];

(3) whether the officer conducted a search as a result of the stop and, if so, whether the person detained consented to the search;

(4) whether any contraband or other evidence was discovered in the course of the search and a description [~~the type~~] of the contraband or evidence [~~discovered~~];

(5) the reason for the search, including whether:

(A) any contraband or other evidence was in plain view;

(B) any probable cause or reasonable suspicion existed to perform the search; or

(C) the search was performed as a result of the towing of the motor vehicle or the arrest of any person in the motor vehicle [~~existed and the facts supporting the existence of that probable cause~~];
(6) whether the officer made an arrest as a result of the stop or the search, including a statement of whether the arrest was based on a violation of the Penal Code, a violation of a traffic law or ordinance, or an outstanding warrant and a statement of the offense charged;
(7) the street address or approximate location of the stop; and
(8) whether the officer issued a written warning or a citation as a result of the stop[~~, including a description of the warning or a statement of the violation charged~~].
SECTION ____. Article 2.134, Code of Criminal Procedure, is amended by amending Subsections (a) through (e) and adding Subsection (g) to read as follows:
(a) In this article:
(1) "Motor vehicle[~~, "pedestrian~~] stop" has the meaning assigned by Article 2.132(a) [~~means an interaction between a peace officer and an individual who is being detained for the purpose of a criminal investigation in which the individual is not under arrest~~].
(2) "Race or ethnicity" has the meaning assigned by Article 2.132(a).
(b) A law enforcement agency shall compile and analyze the information contained in each report received by the agency under Article 2.133. Not later than March 1 of each year, each [~~local~~] law enforcement agency shall submit a report containing the incident-based data [~~information~~] compiled during the previous calendar year to the Commission on Law Enforcement Officer Standards and Education and, if the law enforcement agency is a local law enforcement agency, to the governing body of each county or municipality served by the agency [~~in a manner approved by the agency~~].
(c) A report required under Subsection (b) must be submitted by the chief administrator of the law enforcement agency, regardless of whether the administrator is elected, employed, or appointed, and must include:
(1) a comparative analysis of the information compiled under Article 2.133 to:
(A) evaluate and compare the number of motor vehicle stops, within the applicable jurisdiction, of persons who are recognized as racial or ethnic minorities and persons who are not recognized as racial or ethnic minorities [~~determine the prevalence of racial profiling by peace officers employed by the agency~~]; and
(B) examine the disposition of motor vehicle [~~traffic and pedestrian~~] stops made by officers employed by the agency, categorized according to the race or ethnicity of the affected persons, as appropriate, including any searches resulting from [~~the~~] stops within the applicable jurisdiction; and
(2) information relating to each complaint filed with the agency alleging that a peace officer employed by the agency has engaged in racial profiling.
(d) A report required under Subsection (b) may not include identifying information about a peace officer who makes a motor vehicle [~~traffic or pedestrian~~] stop or about an individual who is stopped or arrested by a peace officer. This subsection does not affect the reporting of information required under Article 2.133(b)(1).
(e) The Commission on Law Enforcement Officer Standards and Education, in accordance with Section 1701.162, Occupations Code, shall develop guidelines for compiling and reporting information as required by this article.

(g) On a finding by the Commission on Law Enforcement Officer Standards and Education that the chief administrator of a law enforcement agency intentionally failed to submit a report required under Subsection (b), the commission shall begin disciplinary procedures against the chief administrator.

SECTION ____. Article 2.135, Code of Criminal Procedure, is amended to read as follows:

Art. 2.135. PARTIAL EXEMPTION FOR AGENCIES USING VIDEO AND AUDIO EQUIPMENT. (a) A peace officer is exempt from the reporting requirement under Article 2.133 and the chief administrator of a law enforcement agency, regardless of whether the administrator is elected, employed, or appointed, is exempt from the compilation, analysis, and reporting requirements under Article 2.134 if:

(1) during the calendar year preceding the date that a report under Article 2.134 is required to be submitted:

(A) each law enforcement motor vehicle regularly used by an officer employed by the agency to make motor vehicle [~~traffic and pedestrian~~] stops is equipped with video camera and transmitter-activated equipment and each law enforcement motorcycle regularly used to make motor vehicle [~~traffic and pedestrian~~] stops is equipped with transmitter-activated equipment; and

(B) each motor vehicle [~~traffic and pedestrian~~] stop made by an officer employed by the agency that is capable of being recorded by video and audio or audio equipment, as appropriate, is recorded by using the equipment; or

(2) the governing body of the county or municipality served by the law enforcement agency, in conjunction with the law enforcement agency, certifies to the Department of Public Safety, not later than the date specified by rule by the department, that the law enforcement agency needs funds or video and audio equipment for the purpose of installing video and audio equipment as described by Subsection (a)(1)(A) and the agency does not receive from the state funds or video and audio equipment sufficient, as determined by the department, for the agency to accomplish that purpose.

(b) Except as otherwise provided by this subsection, a law enforcement agency that is exempt from the requirements under Article 2.134 shall retain the video and audio or audio documentation of each motor vehicle [~~traffic and pedestrian~~] stop for at least 90 days after the date of the stop. If a complaint is filed with the law enforcement agency alleging that a peace officer employed by the agency has engaged in racial profiling with respect to a motor vehicle [~~traffic or pedestrian~~] stop, the agency shall retain the video and audio or audio record of the stop until final disposition of the complaint.

(c) This article does not affect the collection or reporting requirements under Article 2.132.

(d) In this article, "motor vehicle stop" has the meaning assigned by Article 2.132(a).

SECTION ____. Chapter 2, Code of Criminal Procedure, is amended by adding Article 2.1385 to read as follows:

Art. 2.1385. CIVIL PENALTY. (a) If the chief administrator of a local law enforcement agency intentionally fails to submit the incident-based data as required by Article 2.134, the agency is liable to the state for a civil penalty in the amount of $1,000 for each violation. The attorney general may sue to collect a civil penalty under this subsection.

(b) From money appropriated to the agency for the administration of the agency, the executive director of a state law enforcement agency that intentionally fails to submit the incident-based

data as required by Article 2.134 shall remit to the comptroller the amount of $1,000 for each violation.

(c) Money collected under this article shall be deposited in the state treasury to the credit of the general revenue fund.

SECTION ____. Subchapter A, Chapter 102, Code of Criminal Procedure, is amended by adding Article 102.022 to read as follows:

Art. 102.022. COSTS ON CONVICTION TO FUND STATEWIDE REPOSITORY FOR DATA RELATED TO CIVIL JUSTICE. (a) In this article, "moving violation" means an offense that:

(1) involves the operation of a motor vehicle; and

(2) is classified as a moving violation by the Department of Public Safety under Section 708.052, Transportation Code.

(b) A defendant convicted of a moving violation in a justice court, county court, county court at law, or municipal court shall pay a fee of 10 cents as a cost of court.

(c) In this article, a person is considered convicted if:

(1) a sentence is imposed on the person;

(2) the person receives community supervision, including deferred adjudication; or

(3) the court defers final disposition of the person's case.

(d) The clerks of the respective courts shall collect the costs described by this article. The clerk shall keep separate records of the funds collected as costs under this article and shall deposit the funds in the county or municipal treasury, as appropriate.

(e) The custodian of a county or municipal treasury shall:

(1) keep records of the amount of funds on deposit collected under this article; and

(2) send to the comptroller before the last day of the first month following each calendar quarter the funds collected under this article during the preceding quarter.

(f) A county or municipality may retain 10 percent of the funds collected under this article by an officer of the county or municipality as a collection fee if the custodian of the county or municipal treasury complies with Subsection (e).

(g) If no funds due as costs under this article are deposited in a county or municipal treasury in a calendar quarter, the custodian of the treasury shall file the report required for the quarter in the regular manner and must state that no funds were collected.

(h) The comptroller shall deposit the funds received under this article to the credit of the Civil Justice Data Repository fund in the general revenue fund, to be used only by the Commission on Law Enforcement Officer Standards and Education to implement duties under Section 1701.162, Occupations Code.

(i) Funds collected under this article are subject to audit by the comptroller.

SECTION ____. (a) Section 102.061, Government Code, as reenacted and amended by Chapter 921 (H.B. 3167), Acts of the 80th Legislature, Regular Session, 2007, is amended to conform to the amendments made to Section 102.061, Government Code, by Chapter 1053 (H.B. 2151), Acts of the 80th Legislature, Regular Session, 2007, and is further amended to read as follows:

Sec. 102.061. ADDITIONAL COURT COSTS ON CONVICTION IN STATUTORY COUNTY COURT: CODE OF CRIMINAL PROCEDURE. The clerk of a statutory county court shall collect fees and costs under the Code of Criminal Procedure on conviction of a defendant as follows:

(1) a jury fee (Art. 102.004, Code of Criminal Procedure) . . . $20;

(2) a fee for services of the clerk of the court (Art. 102.005, Code of Criminal Procedure) . . . $40;

(3) a records management and preservation services fee (Art. 102.005, Code of Criminal Procedure) . . . $25;
(4) a security fee on a misdemeanor offense (Art. 102.017, Code of Criminal Procedure) . . . $3;
(5) a juvenile delinquency prevention and graffiti eradication fee (Art. 102.0171, Code of Criminal Procedure) . . . $50 [~~$5~~]; [~~and~~]
(6) a juvenile case manager fee (Art. 102.0174, Code of Criminal Procedure) . . . not to exceed $5; and
(7) a civil justice fee (Art. 102.022, Code of Criminal Procedure) . . . $0.10.
(b) Section 102.061, Government Code, as amended by Chapter 1053 (H.B. 2151), Acts of the 80th Legislature, Regular Session, 2007, is repealed. Section 102.061, Government Code, as reenacted and amended by Chapter 921 (H.B. 3167), Acts of the 80th Legislature, Regular Session, 2007, to reorganize and renumber that section, continues in effect as further amended by this section.
SECTION ____. (a) Section 102.081, Government Code, as amended by Chapter 921 (H.B. 3167), Acts of the 80th Legislature, Regular Session, 2007, is amended to conform to the amendments made to Section 102.081, Government Code, by Chapter 1053 (H.B. 2151), Acts of the 80th Legislature, Regular Session, 2007, and is further amended to read as follows:
Sec. 102.081. ADDITIONAL COURT COSTS ON CONVICTION IN COUNTY COURT: CODE OF CRIMINAL PROCEDURE. The clerk of a county court shall collect fees and costs under the Code of Criminal Procedure on conviction of a defendant as follows:

(1) a jury fee (Art. 102.004, Code of Criminal Procedure) . . . $20;
(2) a fee for clerk of the court services (Art. 102.005, Code of Criminal Procedure) . . . $40;
(3) a records management and preservation services fee (Art. 102.005, Code of Criminal Procedure) . . . $25;
(4) a security fee on a misdemeanor offense (Art. 102.017, Code of Criminal Procedure) . . . $3;
(5) a juvenile delinquency prevention and graffiti eradication fee (Art. 102.0171, Code of Criminal Procedure) . . . $50 [~~$5~~]; [~~and~~]
(6) a juvenile case manager fee (Art. 102.0174, Code of Criminal Procedure) . . . not to exceed $5; and
(7) a civil justice fee (Art. 102.022, Code of Criminal Procedure) . . . $0.10.
(b) Section 102.081, Government Code, as amended by Chapter 1053 (H.B. 2151), Acts of the 80th Legislature, Regular Session, 2007, is repealed. Section 102.081, Government Code, as amended by Chapter 921 (H.B. 3167), Acts of the 80th Legislature, Regular Session, 2007, to reorganize and renumber that section, continues in effect as further amended by this section.
SECTION ____. Section 102.101, Government Code, is amended to read as follows:
Sec. 102.101. ADDITIONAL COURT COSTS ON CONVICTION IN JUSTICE COURT: CODE OF CRIMINAL PROCEDURE. A clerk of a justice court shall collect fees and costs under the Code of Criminal Procedure on conviction of a defendant as follows:
(1) a jury fee (Art. 102.004, Code of Criminal Procedure) . . . $3;
(2) a fee for withdrawing request for jury less than 24 hours before time of trial (Art. 102.004, Code of Criminal Procedure) . . . $3;
(3) a jury fee for two or more defendants tried jointly (Art. 102.004, Code of Criminal Procedure) . . . one jury fee of $3;

(4) a security fee on a misdemeanor offense (Art. 102.017, Code of Criminal Procedure) . . . $4;
(5) a fee for technology fund on a misdemeanor offense (Art. 102.0173, Code of Criminal Procedure) . . . $4;
(6) a juvenile case manager fee (Art. 102.0174, Code of Criminal Procedure) . . . not to exceed $5;
(7) a fee on conviction of certain offenses involving issuing or passing a subsequently dishonored check (Art. 102.0071, Code of Criminal Procedure) . . . not to exceed $30; [~~and~~]
(8) a court cost on conviction of a Class C misdemeanor in a county with a population of 3.3 million or more, if authorized by the county commissioners court (Art. 102.009, Code of Criminal Procedure) . . . not to exceed $7; and
(9) a civil justice fee (Art. 102.022, Code of Criminal Procedure) . . . $0.10.
SECTION ____. Section 102.121, Government Code, is amended to read as follows:
Sec. 102.121. ADDITIONAL COURT COSTS ON CONVICTION IN MUNICIPAL COURT: CODE OF CRIMINAL PROCEDURE. The clerk of a municipal court shall collect fees and costs on conviction of a defendant as follows:
(1) a jury fee (Art. 102.004, Code of Criminal Procedure) . . . $3;
(2) a fee for withdrawing request for jury less than 24 hours before time of trial (Art. 102.004, Code of Criminal Procedure) . . . $3;
(3) a jury fee for two or more defendants tried jointly (Art. 102.004, Code of Criminal Procedure) . . . one jury fee of $3;
(4) a security fee on a misdemeanor offense (Art. 102.017, Code of Criminal Procedure) . . . $3;
(5) a fee for technology fund on a misdemeanor offense (Art. 102.0172, Code of Criminal Procedure) . . . not to exceed $4; [~~and~~]
(6) a juvenile case manager fee (Art. 102.0174, Code of Criminal Procedure) . . . not to exceed $5; and
(7) a civil justice fee (Art. 102.022, Code of Criminal Procedure) . . . $0.10.
SECTION ____. Subchapter D, Chapter 1701, Occupations Code, is amended by adding Section 1701.164 to read as follows:
Sec. 1701.164. COLLECTION OF CERTAIN INCIDENT-BASED DATA SUBMITTED BY LAW ENFORCEMENT AGENCIES. The commission shall collect and maintain incident-based data submitted to the commission under Article 2.134, Code of Criminal Procedure, including incident-based data compiled by a law enforcement agency from reports received by the law enforcement agency under Article 2.133 of that code. The commission in consultation with the Department of Public Safety, the Bill Blackwood Law Enforcement Management Institute of Texas, the W. W. Caruth, Jr., Police Institute at Dallas, and the Texas Police Chiefs Association shall develop guidelines for submitting in a standard format the report containing incident-based data as required by Article 2.134, Code of Criminal Procedure.
SECTION ____. Subsection (a), Section 1701.501, Occupations Code, is amended to read as follows:
(a) Except as provided by Subsection (d), the commission shall revoke or suspend a license, place on probation a person whose license has been suspended, or reprimand a license holder for a violation of:
(1) this chapter;

(2) the reporting requirements provided by Articles 2.132 and 2.134, Code of Criminal Procedure; or

(3) a commission rule.

SECTION ____. (a) The requirements of Articles 2.132, 2.133, and 2.134, Code of Criminal Procedure, as amended by this Act, relating to the compilation, analysis, and submission of incident-based data apply only to information based on a motor vehicle stop occurring on or after January 1, 2010.

(b) The imposition of a cost of court under Article 102.022, Code of Criminal Procedure, as added by this Act, applies only to an offense committed on or after the effective date of this Act. An offense committed before the effective date of this Act is covered by the law in effect when the offense was committed, and the former law is continued in effect for that purpose. For purposes of this section, an offense was committed before the effective date of this Act if any element of the offense occurred before that date.

Racial and Ethnic Designations (H.B. 3051)

H.B. No. 3051 - An Act relating to the categories used to record the race or ethnicity of persons stopped for or convicted of traffic offenses.
BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:
SECTION 1. Article 2.132(a)(3), Code of Criminal Procedure, is amended to read as follows:
(3) "Race or ethnicity" means the following categories:
(A) Alaska native or American Indian;
(B) [~~of a particular descent, including Caucasian, African, Hispanic,~~] Asian or Pacific Islander;
(C) black;
(D) white; and
(E) Hispanic or Latino [~~, Native American, or Middle Eastern descent~~].

SECTION 2. Section 543.202(a), Transportation Code, is amended to read as follows:
(a) In this section, "race or ethnicity" means the following categories:
(1) Alaska native or American Indian;
(2) [~~of a particular descent, including Caucasian, African, Hispanic,~~] Asian or Pacific Islander;
(3) black;
(4) white; and
(5) Hispanic or Latino [~~, or Native American descent~~].
SECTION 3. This Act takes effect September 1, 2017.

_____ _____
President of the Senate Speaker of the House

I certify that H.B. No. 3051 was passed by the House on May 4, 2017, by the following vote: Yeas 143, Nays 2, 2 present, not voting.

_____
Chief Clerk of the House

I certify that H.B. No. 3051 was passed by the Senate on May 19, 2017, by the following vote: Yeas 31, Nays 0.

_____
Secretary of the Senate
APPROVED: _____
Date

_____
Governor

The Sandra Bland Act
(S.B. 1849)

S.B. No. 1849

An Act relating to interactions between law enforcement and individuals detained or arrested on suspicion of the commission of criminal offenses, to the confinement, conviction, or release of those individuals, and to grants supporting populations that are more likely to interact frequently with law enforcement.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

ARTICLE 1. SHORT TITLE

SECTION 1.01. SHORT TITLE. This Act shall be known as the Sandra Bland Act, in memory of Sandra Bland.

ARTICLE 2. IDENTIFICATION AND DIVERSION OF AND SERVICES FOR PERSONS SUSPECTED OF HAVING A MENTAL ILLNESS, AN INTELLECTUAL DISABILITY, OR A SUBSTANCE ABUSE ISSUE

SECTION 2.01. Article 16.22, Code of Criminal Procedure, is amended to read as follows:

Art. 16.22. EARLY IDENTIFICATION OF DEFENDANT SUSPECTED OF HAVING MENTAL ILLNESS OR INTELLECTUAL DISABILITY [MENTAL RETARDATION]. (a)(1) Not later than 12 [72] hours after receiving credible information that may establish reasonable cause to believe that a defendant committed to the sheriff's custody has a mental illness or is a person with an intellectual disability [mental retardation], including observation of the defendant's behavior immediately before, during, and after the defendant's arrest and the results of any previous assessment of the defendant, the sheriff shall provide written or electronic notice of the information to the magistrate. On a determination that there is reasonable cause to believe that the defendant has a mental illness or is a person with an intellectual disability [mental retardation], the magistrate, except as provided by Subdivision

(2), shall order the local mental health or intellectual and developmental disability [mental retardation] authority or another qualified mental health or intellectual disability [mental retardation] expert to:

(A) collect information regarding whether the defendant has a mental illness as defined by Section 571.003,

Health and Safety Code, or is a person with an intellectual disability [mental retardation] as defined by Section 591.003, Health and Safety Code, including information obtained from any previous assessment of the defendant; and

(B) provide to the magistrate a written assessment of the information collected under Paragraph (A).

(2) The magistrate is not required to order the collection of information under Subdivision

(1) if the defendant in the year preceding the defendant's applicable date of arrest has been determined to have a mental illness or to be a person with an intellectual disability [mental retardation] by the local mental health or intellectual and developmental disability [mental retardation] authority or another mental health or intellectual disability [mental retardation] expert described by Subdivision

(1). A court that elects to use the results of that previous determination may proceed under Subsection (c).

(3) If the defendant fails or refuses to submit to the collection of information regarding the defendant as required under Subdivision (1), the magistrate may order the defendant to submit to an examination in a mental health facility determined to be appropriate by the local mental health or intellectual and developmental disability [mental retardation] authority for a reasonable period not to exceed 21 days. The magistrate may order a defendant to a facility operated by the Department of State Health Services or the Health and Human Services Commission [Department of Aging and Disability Services] for examination only on request of the local mental health or intellectual and developmental disability [mental retardation] authority and with the consent of the head of the facility. If a defendant who has been ordered to a facility operated by the Department of State Health Services or the Health and Human Services Commission [Department of Aging and Disability Services] for examination remains in the facility for a period exceeding 21 days, the head of that facility shall cause the defendant to be immediately transported to the committing court and placed in the custody of the sheriff of the county in which the committing court is located. That county shall reimburse the facility for the mileage and per diem expenses of the personnel required to transport the defendant calculated in accordance with the state travel regulations in effect at the time.

(b) A written assessment of the information collected under Subsection (a)(1)(A) shall be provided to the magistrate not later than the 30th day after the date of any order issued under Subsection (a) in a felony case and not later than the 10th day after the date of any order issued under that subsection in a misdemeanor case, and the magistrate shall provide copies of the written assessment to the defense counsel, the prosecuting attorney, and the trial court. The written assessment must include a description of the procedures used in the collection of information under Subsection (a)(1)(A) and the applicable expert's observations and findings pertaining to:

(1) whether the defendant is a person who has a mental illness or is a person with an intellectual disability [mental retardation];

(2) whether there is clinical evidence to support a belief that the defendant may be incompetent to stand trial and should undergo a complete competency examination under Subchapter B, Chapter 46B; and

(3) recommended treatment.

(c) After the trial court receives the applicable expert's written assessment relating to the defendant under Subsection (b) or elects to use the results of a previous determination as described by Subsection (a)(2), the trial court may, as applicable:

(1) resume criminal proceedings against the defendant, including any appropriate proceedings related to the defendant's release on personal bond under Article 17.032;

(2) resume or initiate competency proceedings, if required, as provided by Chapter 46B

or other proceedings affecting the defendant's receipt of appropriate court-ordered mental health or intellectual disability [mental retardation] services, including proceedings related to the defendant's receipt of outpatient mental health services under Section 574.034, Health and Safety Code; or

(3) consider the written assessment during the punishment phase after a conviction of the offense for which the defendant was arrested, as part of a presentence investigation report, or in connection with the impositions of conditions following placement on community supervision, including deferred adjudication community supervision.

(d) This article does not prevent the applicable court from, before, during, or after the collection of information regarding the defendant as described by this article: (1) releasing a defendant who has a mental illness [mentally ill] or is a person with an intellectual disability [mentally retarded defendant] from custody on personal or surety bond; or

(2) ordering an examination regarding the defendant's competency to stand trial.

SECTION 2.02. Chapter 16, Code of Criminal Procedure, is amended by adding Article 16.23 to read as follows:

Art. 16.23. DIVERSION OF PERSONS SUFFERING MENTAL HEALTH CRISIS OR SUBSTANCE ABUSE ISSUE. (a) Each law enforcement agency shall make a good faith effort to divert a person suffering a mental health crisis or suffering from the effects of substance abuse to a proper treatment center in the agency's jurisdiction if:

(1) there is an available and appropriate treatment center in the agency's jurisdiction to which the agency may divert the person;

(2) it is reasonable to divert the person;

(3) the offense that the person is accused of is a misdemeanor, other than a misdemeanor involving violence; and

(4) the mental health crisis or substance abuse issue is suspected to be the reason the person committed the alleged offense.

(b) Subsection (a) does not apply to a person who is accused of an offense under Section 49.04, 49.045, 49.05, 49.06, 49.065,
49.07, or 49.08, Penal Code.

SECTION 2.03. Section 539.002, Government Code, is amended to read as follows:

Sec. 539.002. GRANTS FOR ESTABLISHMENT AND EXPANSION OF COMMUNITY COLLABORATIVES. (a) To the extent funds are appropriated to the department for that purpose, the department shall make grants to entities, including local governmental entities, nonprofit community organizations, and faith-based community organizations, to establish or expand community collaboratives that bring the public and private sectors together to provide services to persons experiencing homelessness, substance abuse issues, or [and] mental illness. [The department may make a maximum of five grants, which must be made in the most populous municipalities in this state that are located in counties with a population of more than one million.] In awarding grants, the department shall give special consideration to entities:

(1) establishing [a] new collaboratives; or

(2) establishing or expanding collaboratives thatserve two or more counties, each with a population of less than 100,000 [collaborative].

(b) The department shall require each entity awarded a grant under this section to:

(1) leverage additional funding from private sources in an amount that is at least equal to the amount of the grant awarded under this section; [and]

(2) provide evidence of significant coordination and collaboration between the entity, local mental health authorities, municipalities, local law enforcement agencies, and other community stakeholders in establishing or expanding a community collaborative funded by a grant awarded under this section; and

(3) provide evidence of a local law enforcement policy to divert appropriate persons from jails or other detention facilities to an entity affiliated with a community collaborative for the purpose of providing services to those persons.

SECTION 2.04. Chapter 539, Government Code, is amended by adding Section 539.0051 to read as follows:

Sec. 539.0051. PLAN REQUIRED FOR CERTAIN COMMUNITY COLLABORATIVES. (a) The governing body of a county shall develop and make public a plan detailing:

(1) how local mental health authorities, municipalities, local law enforcement agencies, and other community stakeholders in the county could coordinate to establish or expand a community collaborative to accomplish the goals of Section 539.002;

(2) how entities in the county may leverage funding from private sources to accomplish the goals of Section 539.002 through the formation or expansion of a community collaborative; and

(3) how the formation or expansion of a community collaborative could establish or support resources or services to help local law enforcement agencies to divert persons who have been arrested to appropriate mental health care or substance abuse treatment.

(b) The governing body of a county in which an entity that received a grant under Section 539.002 before September 1, 2017, is located is not required to develop a plan under Subsection (a).

(c) Two or more counties, each with a population of less than 100,000, may form a joint plan under Subsection (a).

ARTICLE 3. BAIL, PRETRIAL RELEASE, AND COUNTY JAIL STANDARDS

SECTION 3.01. The heading to Article 17.032, Code of Criminal Procedure, is amended to read as follows:

Art. 17.032. RELEASE ON PERSONAL BOND OF CERTAIN [MENTALLY ILL] DEFENDANTS WITH MENTAL ILLNESS OR INTELLECTUAL DISABILITY.

SECTION 3.02. Articles 17.032(b) and (c), Code of Criminal Procedure, are amended to read as follows:

(b) A magistrate shall release a defendant on personal bond unless good cause is shown

otherwise if the:

(1) defendant is not charged with and has not been previously convicted of a violent offense;

(2) defendant is examined by the local mental health or intellectual and developmental disability [mental retardation] authority or another mental health expert under Article 16.22 [of this code];

(3) applicable expert, in a written assessment submitted to the magistrate under Article 16.22:

(A) concludes that the defendant has a mental illness or is a person with an intellectual disability [mental retardation] and is nonetheless competent to stand trial; and

(B) recommends mental health treatment or intellectual disability treatment for the defendant, as applicable; and

(4) magistrate determines, in consultation with the local mental health or intellectual and developmental disability [mental retardation] authority, that appropriate community-based mental health or intellectual disability [mental retardation] services for the defendant are available through the [Texas] Department of State [Mental] Health Services [and Mental Retardation] under Section 534.053, Health and Safety Code, or through another mental health or intellectual disability [mental retardation] services provider.

(c) The magistrate, unless good cause is shown for not requiring treatment, shall require as a condition of release on personal bond under this article that the defendant submit to outpatient or inpatient mental health or intellectual disability [mental retardation] treatment as recommended by the local mental health or intellectual and developmental disability [mental retardation] authority if the defendant's:

(1) mental illness or intellectual disability [mental retardation] is chronic in nature; or

(2) ability to function independently will continue to deteriorate if the defendant is not treated.

SECTION 3.03. Article 25.03, Code of Criminal Procedure, is amended to read as follows:

Art. 25.03. IF ON BAIL IN FELONY. When the accused, in case of felony, is on bail at the time the indictment is presented, [it is not necessary to serve him with a copy, but] the clerk shall [on request] deliver a copy of the indictment [same] to the accused or the accused's [his] counsel[,] at the earliest possible time.

SECTION 3.04. Article 25.04, Code of Criminal Procedure, is amended to read as follows:

Art. 25.04. IN MISDEMEANOR. In misdemeanors, the clerk shall deliver a copy of the indictment or information to the accused or the accused's counsel at the earliest possible time before trial [it shall not be necessary before trial to furnish the accused with a copy of the indictment or information; but he or his counsel may demand a copy, which shall be given as early as possible

SECTION 3.05. Section 511.009(a), Government Code, as amended by Chapters 281 (H.B. 875), 648 (H.B. 549), and 688 (H.B. 634), Acts of the 84th Legislature, Regular Session, 2015, is reenacted and amended to read as follows:

(a) The commission shall:

(1) adopt reasonable rules and procedures establishing minimum standards for the construction, equipment, maintenance, and operation of county jails;

(2) adopt reasonable rules and procedures establishing minimum standards for the custody, care, and treatment of prisoners;

(3) adopt reasonable rules establishing minimum standards for the number of jail supervisory personnel and for programs and services to meet the needs of prisoners;

(4) adopt reasonable rules and procedures establishing minimum requirements for programs of rehabilitation, education, and recreation in county jails;

(5) revise, amend, or change rules and procedures if necessary;

(6) provide to local government officials consultation on and technical assistance for county jails;

(7) review and comment on plans for the construction and major modification or renovation of county jails;

(8) require that the sheriff and commissioners of each county submit to the commission, on a form prescribed by the commission, an annual report on the conditions in each county jail within their jurisdiction, including all information necessary to determine compliance with state law, commission orders, and the rules adopted under this chapter;

(9) review the reports submitted under Subdivision (8) and require commission employees to inspect county jails regularly to ensure compliance with state law, commission orders, and rules
and procedures adopted under this chapter;

(10) adopt a classification system to assist sheriffs and judges in determining which defendants are low-risk and consequently suitable participants in a county jail work release program under Article 42.034, Code of Criminal Procedure;

(11) adopt rules relating to requirements for segregation of classes of inmates and to capacities for county jails;

(12) require that the chief jailer of each municipal lockup submit to the commission, on a form prescribed by the commission, an annual report of persons under 17 years of age securely detained in the lockup, including all information necessary to determine compliance with state law concerning secure confinement of children in municipal lockups;

(13) at least annually determine whether each county jail is in compliance with the rules and procedures adopted under this chapter;

(14) require that the sheriff and commissioners court of each county submit to the commission, on a form prescribed by the commission, an annual report of persons under 17 years of age securely detained in the county jail, including all information necessary to determine compliance with state law concerning secure confinement of children in county jails;

(15) schedule announced and unannounced inspections of jails under the commission's jurisdiction using the risk assessment plan established under Section 511.0085 to guide the inspections process;

(16) adopt a policy for gathering and distributing to jails under the commission's jurisdiction information regarding:

(A) common issues concerning jail administration;

(B) examples of successful strategies for maintaining compliance with state law and the rules,

standards, and procedures of the commission; and
(C) solutions to operational challenges for jails;

(17) report to the Texas Correctional Office on Offenders with Medical or Mental Impairments on a jail's compliance with Article 16.22, Code of Criminal Procedure;

(18) adopt reasonable rules and procedures establishing minimum requirements for jails to:
(A) determine if a prisoner is pregnant; and
(B) ensure that the jail's health services plan addresses medical and mental health care, including nutritional requirements, and any special housing or work assignment needs for persons who are confined in the jail and are known or determined to be pregnant;

(19) provide guidelines to sheriffs regarding contracts between a sheriff and another entity for the provision of food services to or the operation of a commissary in a jail under the commission's jurisdiction, including specific provisions regarding conflicts of interest and avoiding the appearance of impropriety; [and]

(20) adopt reasonable rules and procedures establishing minimum standards for prisoner visitation that provide each prisoner at a county jail with a minimum of two in-person, noncontact visitation periods per week of at least 20 minutes duration each;

(21) [(20)] require the sheriff of each county to:
(A) investigate and verify the veteran status of each prisoner by using data made available from the Veterans Reentry Search Service (VRSS) operated by the United States Department of Veterans Affairs or a similar service; and
(B) use the data described by Paragraph (A) to assist prisoners who are veterans in applying for federal benefits or compensation for which the prisoners may be eligible under a program administered by the United States Department of Veterans Affairs;

(22) [(20)] adopt reasonable rules and procedures regarding visitation of a prisoner at a county jail by a guardian, as defined by Section 1002.012, Estates Code, that:
(A) allow visitation by a guardian to the same extent as the prisoner's next of kin, including placing the guardian on the prisoner's approved visitors list on the guardian's request and providing the guardian access to the prisoner during a facility's standard visitation hours if the prisoner is otherwise eligible to receive visitors; and
(B) require the guardian to provide the sheriff with letters of guardianship issued as provided by Section 1106.001, Estates Code, before being allowed to visit the prisoner; and

(23) adopt reasonable rules and procedures to ensure the safety of prisoners, including rules and procedures that require a county jail to:
(A) give prisoners the ability to access a mental health professional at the jail through a telemental health service 24 hours a day;
(B) give prisoners the ability to access a health professional at the jail or through a telehealth service 24 hours a day or, if a health professional is unavailable at the jail or through a telehealth service, provide for a prisoner to be transported to access a health professional; and
(C) if funding is available under Section 511.019, install automated electronic sensors or cameras to ensure accurate and timely in-person checks of cells or groups of cells confining at-risk individuals.

SECTION 3.06. Section 511.009, Government Code, is amended by adding Subsection (d) to read

as follows:

(d) The commission shall adopt reasonable rules and procedures establishing minimum standards regarding the continuity of prescription medications for the care and treatment of prisoners. The rules and procedures shall require that a qualified medical professional shall review as soon as possible any prescription medication a prisoner is taking when the prisoner is taken into custody.

SECTION 3.07. Chapter 511, Government Code, is amended by adding Sections 511.019, 511.020, and 511.021 to read as follows:

Sec. 511.019. PRISONER SAFETY FUND. (a) The prisoner safety fund is a dedicated account in the general revenue fund.

(b) The prisoner safety fund consists of:

(1) appropriations of money to the fund by the legislature; and

(2) gifts, grants, including grants from the federal government, and other donations received for the fund.

(c) Money in the fund may be appropriated only to the commission to pay for capital improvements that are required under Section 511.009(a)(23).

(d) The commission by rule may establish a grant program to provide grants to counties to fund capital improvements described by Subsection (c). The commission may only provide a grant to a county for capital improvements to a county jail with a capacity of not more than 96 prisoners.

Sec. 511.020. SERIOUS INCIDENTS REPORT. (a) On or before the fifth day of each month, the sheriff of each county shall report to the commission regarding the occurrence during the preceding month of any of the following incidents involving a prisoner in the county jail:

(1) a suicide;

(2) an attempted suicide;

(3) a death;

(4) a serious bodily injury, as that term is defined by Section 1.07, Penal Code;

(5) an assault;

(6) an escape;

(7) a sexual assault; and

(8) any use of force resulting in bodily injury, as that term is defined by Section 1.07, Penal Code.

(b) The commission shall prescribe a form for the report required by Subsection (a).

(c) The information required to be reported under Subsection (a)(8) may not include the name or other identifying information of a county jailer or jail employee.

(d) The information reported under Subsection (a) is public information subject to an open records request under Chapter 552.

Sec. 511.021. INDEPENDENT INVESTIGATION OF DEATH OCCURRING IN COUNTY JAIL. (a) On the death of a prisoner in a county jail, the commission shall appoint a law enforcement agency, other

than the local law enforcement agency that operates the county jail, to investigate the death as soon as possible.

(b) The commission shall adopt any rules necessary relating to the appointment of a law enforcement agency under Subsection (a), including rules relating to cooperation between law enforcement agencies and to procedures for handling evidence.

SECTION 3.08. The changes in law made by this article to Article 17.032, Code of Criminal Procedure, apply only to a personal bond that is executed on or after the effective date of this Act. A personal bond executed before the effective date of executed, and the former law is continued in effect for that purpose.

SECTION 3.09. Not later than January 1, 2018, the Commission on Jail Standards shall:

(1) adopt the rules and procedures required by Section 511.009(d), Government Code, as added by this article, and the rules required by Section 511.021(b), Government Code, as added by this article; and

(2) prescribe the form required by Section 511.020(b), Government Code, as added by this article.

SECTION 3.10. Not later than September 1, 2018, the Commission on Jail Standards shall adopt the rules and procedures required by Section 511.009(a)(23), Government Code, as added by this article. On and after September 1, 2020, a county jail shall comply with any rule or procedure adopted by the Commission on Jail Standards under that subdivision.

SECTION 3.11. To the extent of any conflict, this Act prevails over another Act of the 85th Legislature, Regular Session, 2017, relating to non-substantive additions to and corrections in enacted codes.

ARTICLE 4. PEACE OFFICER AND COUNTY JAILER TRAINING

SECTION 4.01. Chapter 511, Government Code, is amended by adding Section 511.00905 to read as follows:

Sec. 511.00905. JAIL ADMINISTRATOR POSITION; EXAMINATION REQUIRED. (a) The Texas Commission on Law Enforcement shall develop and the commission shall approve an examination for a person assigned to the jail administrator position overseeing a county jail.

(b) The commission shall adopt rules requiring a person, other than a sheriff, assigned to the jail administrator position overseeing a county jail to pass the examination not later than the 180th day after the date the person is assigned to that position. The rules must provide that a person who fails the examination may be immediately removed from the position and may not be reinstated until the person passes the examination.

(c) The sheriff of a county shall perform the duties of the jail administrator position at any time there is not a person available who satisfies the examination requirements of this

section.

(d) A person other than a sheriff may not serve in the jail administrator position of a county jail unless the person satisfies the examination requirement of this section.

SECTION 4.02. Section 1701.253, Occupations Code, is amended by amending Subsection (j) and adding Subsection (n) to read as follows: commission shall require an officer to complete a 40-hour statewide education and training program on de-escalation and crisis intervention techniques to facilitate interaction with persons with mental impairments. An officer shall complete the program not later than the second anniversary of the date the officer is licensed under this chapter or the date the officer applies for an intermediate proficiency certificate, whichever date is earlier. An officer may not satisfy the requirements of this subsection [section] or Section 1701.402(g) by taking an online course on de-escalation and crisis intervention techniques to facilitate interaction with persons with mental impairments.

(n) As part of the minimum curriculum requirements, the commission shall require an officer to complete a statewide education and training program on de-escalation techniques to facilitate interaction with members of the public, including techniques for limiting the use of force resulting in bodily injury.

SECTION 4.03. Section 1701.310(a), Occupations Code, is amended to read as follows:

(a) Except as provided by Subsection (e), a person may not be appointed as a county jailer, except on a temporary basis, unless the person has satisfactorily completed a preparatory training program, as required by the commission, in the operation of a county jail at a school operated or licensed by the commission. The training program must consist of at least eight hours of mental health training approved by the commission and the Commission on Jail Standards.

SECTION 4.04. Section 1701.352(b), Occupations Code, is amended to read as follows:

(b) The commission shall require a state, county, special district, or municipal agency that appoints or employs peace officers to provide each peace officer with a training program at least once every 48 months that is approved by the commission and consists of:

(1) topics selected by the agency; and

(2) for an officer holding only a basic proficiency certificate, not more than 20 hours of education and training that contain curricula incorporating the learning objectives developed by the commission regarding:

(A) civil rights, racial sensitivity, and cultural diversity;

(B) de-escalation and crisis intervention techniques to facilitate interaction with persons with mental impairments; [and]

(C) de-escalation techniques to facilitate interaction with members of the public, including techniques for limiting the use of force resulting in bodily injury; and

(D) unless determined by the agency head to be inconsistent with the officer's assigned duties:

(i) the recognition and documentation of cases that involve child abuse or neglect, family violence, and sexual assault; and

(ii) issues concerning sex offender characteristics.

SECTION 4.05. Section 1701.402, Occupations Code, is amended by adding Subsection (n) to read

as follows:

(n) As a requirement for an intermediate proficiency certificate or an advanced proficiency certificate, an officer must complete the education and training program regarding de-escalation techniques to facilitate interaction with members of the public established by the commission under Section 1701.253(n).

SECTION 4.06. Not later than March 1, 2018, the Texas Commission on Law Enforcement shall develop and the Commission on Jail Standards shall approve the examination required by Section 511.00905, Government Code, as added by this article.

SECTION 4.07. (a) Not later than March 1, 2018, the Texas Commission on Law Enforcement shall establish or modify training programs as necessary to comply with Section 1701.253, Occupations Code, as amended by this article.

(b) The minimum curriculum requirements under Section 1701.253(j), Occupations Code, as amended by this article, apply only to a peace officer who first begins to satisfy those requirements on or after April 1, 2018.

SECTION 4.08. (a) Section 1701.310, Occupations Code, as amended by this article, takes effect January 1, 2018.

(b) A person in the position of county jailer on September 1, 2017, must comply with Section 1701.310(a), Occupations Code, as amended by this article, not later than August 31, 2021.

ARTICLE 5. MOTOR VEHICLE STOPS, RACIAL PROFILING, AND ISSUANCE OF CITATIONS

SECTION 5.01. Article 2.132, Code of Criminal Procedure, is amended by amending Subsections (b) and (d) and adding Subsection (h) to read as follows:

(b) Each law enforcement agency in this state shall adopt a detailed written policy on racial profiling. The policy must:

(1) clearly define acts constituting racial profiling;

(2) strictly prohibit peace officers employed by the agency from engaging in racial profiling;

(3) implement a process by which an individual may file a complaint with the agency if the individual believes that a peace officer employed by the agency has engaged in racial profiling with respect to the individual;

(4) provide public education relating to the agency's compliment and complaint process, including providing the telephone number, mailing address, and e-mail address to make a compliment or complaint with respect to each ticket, citation, or warning issued by a peace officer;

(5) require appropriate corrective action to be taken against a peace officer employed by the agency who, after an investigation, is shown to have engaged in racial profiling in violation of the agency's policy adopted under this article;

(6) require collection of information relating to motor vehicle stops in which a ticket, citation, or warning is issued and to arrests made as a result of those stops, including information

relating to:
(A) the race or ethnicity of the individual detained;
(B) whether a search was conducted and, if so, whether the individual detained consented to the search; [and]
(C) whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual;
(D) whether the peace officer used physical force that resulted in bodily injury, as that term is defined by Section 1.07, Penal Code, during the stop;
(E) the location of the stop; and
(F) the reason for the stop; and

(7) require the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:
(A) the Texas Commission on Law Enforcement; and
(B) the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

(d) On adoption of a policy under Subsection (b), a law enforcement agency shall examine the feasibility of installing video camera and transmitter-activated equipment in each agency law enforcement motor vehicle regularly used to make motor vehicle stops and transmitter-activated equipment in each agency law enforcement motorcycle regularly used to make motor vehicle stops. The agency also shall examine the feasibility of equipping each peace officer who regularly detains or stops motor vehicles with a body worn camera, as that term is defined by Section 1701.651, Occupations Code. If a law enforcement agency installs video or audio equipment or equips peace officers with body worn cameras as provided by this subsection, the policy adopted by the agency under Subsection (b) must include standards for reviewing video and audio documentation.

(h) A law enforcement agency shall review the data collected under Subsection (b)(6) to identify any improvements the agency could make in its practices and policies regarding motor vehicle stops.

SECTION 5.02. Article 2.133, Code of Criminal Procedure, is amended by amending Subsection (b) and adding Subsection (c) to read as follows:

(b) A peace officer who stops a motor vehicle for an alleged violation of a law or ordinance shall report to the law enforcement agency that employs the officer information relating to the stop, including:

(1) a physical description of any person operating the motor vehicle who is detained as a result of the stop, including:
(A) the person's gender; and
(B) the person's race or ethnicity, as stated by the person or, if the person does not state the person's race or ethnicity, as determined by the officer to the best of the officer's ability;

(2) the initial reason for the stop;

(3) whether the officer conducted a search as a result of the stop and, if so, whether the person detained consented to the search;

(4) whether any contraband or other evidence was discovered in the course of the search

and a description of the contraband or evidence;

(5) the reason for the search, including whether:

(A) any contraband or other evidence was in plain view;

(B) any probable cause or reasonable suspicion existed to perform the search; or

(C) the search was performed as a result of the towing of the motor vehicle or the arrest of any person in the motor vehicle;

(6) whether the officer made an arrest as a result of the stop or the search, including a statement of whether the arrest was based on a violation of the Penal Code, a violation of a traffic law or ordinance, or an outstanding warrant and a statement of the offense charged;

(7) the street address or approximate location of the stop; [and]

(8) whether the officer issued a verbal or written warning or a ticket or citation as a result of the stop; and

(9) whether the officer used physical force that resulted in bodily injury, as that term is defined by Section 1.07, Penal Code, during the stop.

(c) The chief administrator of a law enforcement agency, regardless of whether the administrator is elected, employed, or appointed, is responsible for auditing reports under Subsection (b)
to ensure that the race or ethnicity of the person operating the motor vehicle is being reported.

SECTION 5.03. Article 2.134(c), Code of Criminal Procedure, is amended to read as follows:

(c) A report required under Subsection (b) must be submitted by the chief administrator of the law enforcement agency, regardless of whether the administrator is elected, employed, or appointed, and must include:

(1) a comparative analysis of the information compiled under Article 2.133 to:

(A) evaluate and compare the number of motor vehicle stops, within the applicable jurisdiction, of persons who are recognized as racial or ethnic minorities and persons who are not recognized as racial or ethnic minorities; [and]

(B) examine the disposition of motor vehicle stops made by officers employed by the agency, categorized according to the race or ethnicity of the affected persons, as appropriate, including any searches resulting from stops within the applicable jurisdiction; and

(C) evaluate and compare the number of searches resulting from motor vehicle stops within the applicable jurisdiction and whether contraband or other evidence was discovered in the course of those searches; and

(2) information relating to each complaint filed with the agency alleging that a peace officer employed by the agency has engaged in racial profiling.

SECTION 5.04. Article 2.137, Code of Criminal Procedure, is amended to read as follows:

Art. 2.137. PROVISION OF FUNDING OR EQUIPMENT. (a) The Department of Public Safety shall adopt rules for providing funds or video and audio equipment to law enforcement agencies for the purpose of installing video and audio equipment in law enforcement motor vehicles and motorcycles or equipping peace officers with body worn cameras [as described by Article 2.135(a)(1)(A)], including specifying criteria to prioritize funding or equipment provided to law enforcement agencies. The criteria may include consideration of tax effort, financial hardship,

available revenue, and budget surpluses. The criteria must give priority to:

(1) law enforcement agencies that employ peace officers whose primary duty is traffic enforcement;

(2) smaller jurisdictions; and

(3) municipal and county law enforcement agencies.

(b) The Department of Public Safety shall collaborate with an institution of higher education to identify law enforcement agencies that need funds or video and audio equipment for the purpose of installing video and audio equipment in law enforcement motor vehicles and motorcycles or equipping peace officers with body worn cameras [as described by Article 2.135(a)(1)(A)]. The collaboration may include the use of a survey to assist in developing criteria to prioritize funding or equipment provided to law enforcement agencies.

(c) To receive funds or video and audio equipment from the state for the purpose of installing video and audio equipment in law enforcement motor vehicles and motorcycles or equipping peace officers with body worn cameras [as described by Article 2.135(a)(1)(A)], the governing body of a county or municipality, in conjunction with the law enforcement agency serving the county or municipality, shall certify to the Department of Public Safety that the law enforcement agency needs funds or video and audio equipment for that purpose.

(d) On receipt of funds or video and audio equipment from the state for the purpose of installing video and audio equipment in law enforcement motor vehicles and motorcycles or equipping peace officers with body worn cameras [as described by Article 2.135(a)(1)(A)], the governing body of a county or municipality, in conjunction with the law enforcement agency serving the county or municipality, shall certify to the Department of Public Safety that the law enforcement agency has taken the necessary actions to use and is using [installed] video and audio equipment and body worn cameras for those purposes [as described by Article 2.135(a)(1)(A) and is using the equipment as required by Article 2.135(a)(1)].

SECTION 5.05. Article 2.1385(a), Code of Criminal Procedure, is amended to read as follows:

(a) If the chief administrator of a local law enforcement agency intentionally fails to submit the incident-based data as required by Article 2.134, the agency is liable to the state for a civil penalty in an [the] amount not to exceed $5,000 [of $1,000] for each violation. The attorney general may sue to collect a civil penalty under this subsection.

SECTION 5.06. Article 2.135, Code of Criminal Procedure, is repealed.

SECTION 5.07. Articles 2.132 and 2.134, Code of Criminal Procedure, as amended by this article, apply only to a report covering a calendar year beginning on or after January 1, 2018.

SECTION 5.08. Not later than September 1, 2018, the Texas Commission on Law Enforcement shall:

(1) evaluate and change the guidelines for compiling and reporting information required under Article 2.134, Code of Criminal Procedure, as amended by this article, to enable the guidelines to better withstand academic scrutiny; and

(2) make accessible online:

(A) a downloadable format of any information submitted under Article 2.134(b), Code of Criminal

Procedure, that is not exempt from public disclosure under Chapter 552, Government Code; and (B) a glossary of terms relating to the information to make the information readily understandable to the public. This Act takes effect September 1, 2017.

_____ _____ President of the Senate Speaker of the House

I hereby certify that S.B. No. 1849 passed the Senate on May 11, 2017, by the following vote: Yeas 31, Nays 0.

_____

Secretary of the Senate

I hereby certify that S.B. No. 1849 passed the House on May 20, 2017, by the following vote: Yeas 137, Nays 0, one present not voting.

ARTICLE 6. EFFECTIVE DATE

SECTION 6.01. Except as otherwise provided by this Act,

Approved:

_____

Date

_____

Governor

_____

Chief Clerk of the House

WILLIAMSON COUNTY
SHERIFF'S OFFICE
RACIAL PROFILING POLICY

	Williamson County Sheriff's Office
	Racial Profiling & Bias Reduction **General Order**
	Effective Date: 01/19/2022
	Approved: *Mike Gleason* Sheriff
	For the purpose of this policy manual, the responsibilities of the Sheriff may be delegated by him to an appointed designee.

I. Policy

All sworn members of the Williamson County Sheriff's Office are strictly prohibited from engaging in racial/biased profiling of any kind.

We are committed to respecting constitutional rights in the performance of our duties. Our success is based on the respect we give to our communities, and the respect members of the community observe toward law enforcement. To this end, we shall exercise our sworn duties, responsibilities, and obligations in a manner that does not discriminate based on race, sex, gender, sexual orientation, national origin, ethnicity, age, or religion.

All enforcement actions -- particularly stops of individuals for traffic and other violations, investigative detentions, arrests, searches, and seizures of persons or property -- shall be based on the standards of reasonable suspicion or probable cause as required by the Fourth Amendment to the U. S. Constitution and by statutory authority. In all enforcement decisions, deputies shall be able to articulate specific facts, circumstances, and conclusions that support probable cause or reasonable suspicion for arrests, searches, seizures, and stops of individuals. Deputies shall not stop, detain, arrest, search, or attempt to search anyone based solely upon the person's race, ethnic background, gender, sexual orientation, religion, economic status, age, cultural group, or any other identifiable group. Deputies shall base all of their actions on a reasonable suspicion that the person or an occupant of a vehicle committed an offense.

All agency orders are informed and ruled by this directive. Nothing in this order limits non-enforcement contacts between deputies and the public.

II. Purpose

The purpose of this order is to provide general rules on reducing the presence of bias in law enforcement actions, to identify key contexts in which bias may influence these actions and emphasize the importance of the constitutional rules within which we operate.

III. Definitions

Most of the following terms appear in this policy statement. In any case, these terms appear in the larger public discourse about alleged biased enforcement behavior and in other orders. These definitions are intended to facilitate on-going discussion and analysis of our enforcement practices.

a. Bias: Prejudice or partiality based on preconceived ideas, a person's upbringing, culture, experience, or education.
b. Biased policing: Stopping, detaining, searching, or attempting to search, or using force against a person based upon their race, ethnic background, gender, sexual orientation, religion, economic status, age, cultural group, or any other identifiable group.
c. Ethnicity: A cluster of characteristics that may include race but also cultural characteristics or traits that are shared by a group with a common experience or history.
d. Gender: Unlike sex, a psychological classification based on cultural characteristics or traits.
e. Probable cause: Facts or apparent facts and circumstances within a deputy's knowledge and of which the deputy had reasonable, trustworthy information to lead a reasonable person to believe that an offense has been or is being committed, and that the suspect has committed it.
f. Race: A category of people of a particular decent, including Caucasian, Black, Hispanic, Asian, Middle Eastern, or Native American descent. As distinct from ethnicity, race refers only to physical characteristics sufficiently distinctive to group people under a classification.
g. Racial profiling: A law-enforcement initiated action based on an individual's race, ethnicity, or national origin rather than on the individual's behavior or on information identifying the individual as having engaged in criminal activity.
h. Reasonable suspicion: Articulable, objective facts that lead an experienced deputy to suspect that a person has committed, is committing, or may be about to commit a crime. A well-founded suspicion is based on the totality of the circumstances and does not exist unless it can be articulated. Reasonable suspicion supports a stop of a person. Courts require that stops based on reasonable suspicion be "objectively reasonable."
i. Sex: A biological classification, male or female, based on physical and genetic characteristics.
j. Stop: An investigative detention. The detention of a subject for a brief period of time, based on reasonable suspicion.

IV. Procedures

a. General responsibilities
    i. Deputies are prohibited from engaging in bias-based profiling or stopping, detaining, searching, arresting, or taking any enforcement action including

seizure or forfeiture activities, against any person based solely on the person's race, ethnic background, gender, sexual orientation, religion, economic status, age, cultural group, or any other identifiable group. These characteristics, however, may form part of reasonable suspicion or probable cause when deputies are seeking a suspect with one or more of these attributes.

ii. Investigative detentions, traffic stops, arrests, searches, and property seizures by deputies will be based on a standard of reasonable suspicion or probable cause in accordance with the Fourth Amendment of the U.S. Constitution. Deputies must be able to articulate specific facts and circumstances that support reasonable suspicion or probable cause for investigative detentions, traffic stops, subject stops, arrests, nonconsensual searches, and property seizures. Except as provided in number 3 below, deputies shall not consider race/ethnicity in establishing either reasonable suspicion or probably cause. Similarly, except as provided below, deputies shall not consider race/ethnicity in deciding to initiate even those nonconsensual encounters that do not amount to legal detentions or to request consent to search.

iii. Deputies may take into account the reported race or ethnicity of a specific suspect or suspects based on trustworthy, locally relevant information that links a person or persons of a specific race/ethnicity to a particular unlawful incident(s). Race/ethnicity can never be used as the sole basis for probable cause or reasonable suspicion. Except as provided above, race/ethnicity Reasonable suspicion or probable cause shall form the basis for any enforcement actions or decisions. Individuals shall be subjected to stops, seizures, or detentions only upon reasonable suspicion that they have committed, are committing, or are about to commit an offense. Deputies shall document the elements of reasonable suspicion and probable cause in appropriate reports.

iv. Deputies shall observe all constitutional safeguards and shall respect the constitutional rights of all persons.
    1. As traffic stops furnish a primary source of bias-related complaints, deputies shall have a firm understanding of the warrantless searches allowed by law, particularly the use of consent. How the deputy disengages from a traffic stop may be crucial to a person's perception of fairness or discrimination.
    2. Deputies shall not use the refusal or lack of cooperation to justify a search of the person or vehicle or a prolonged detention once reasonable suspicion has been dispelled.

v. All personnel shall treat everyone with the same courtesy and respect that they would have others observe to agency personnel. To this end, personnel are reminded that the exercise of courtesy and respect engenders a future willingness to cooperate with law enforcement.
    1. Personnel shall facilitate an individual's access to other governmental services whenever possible and shall actively provide referrals to other appropriate agencies.

2. All personnel shall courteously accept, document, and forward to the Sheriff or Chief Deputy any complaints made by an individual against the office.

vi. When feasible, personnel shall offer explanations of the reasons for enforcement actions or other decisions that bear on the individual's well-being unless the explanation would undermine an investigation or jeopardize a deputy's safety.

vii. When concluding an encounter, personnel shall thank him or her for cooperating.

viii. When feasible, all personnel shall identify themselves by name. When a person requests the information, personnel shall give their agency identification number, name of the immediate supervisor, or any other reasonable information.

ix. All personnel are accountable for their actions. Personnel shall justify their actions when required.

b. Supervisory responsibilities

i. Supervisors shall be held accountable for the observance of constitutional safeguards during the performance of their duties. Supervisors shall identify and correct instances of bias in the work of their subordinates.

ii. Supervisors shall use the disciplinary mechanisms of the agency to ensure compliance with this order and the constitutional requirements of law enforcement.

iii. Supervisors shall be mindful that in accounting for the actions and performance of subordinates. Supervisors are important in maintaining community trust in law enforcement. Supervisors shall continually reinforce the ethic of impartial enforcement of the laws, and shall ensure that personnel, by their actions, maintain the community's trust in law enforcement.

iv. Supervisors are reminded that biased enforcement of the laws engenders not only mistrust of law enforcement but increases safety risks to personnel. Lack of control over bias also exposes the agency to liability consequences.

v. Supervisors shall be held accountable for repeated instances of biased enforcement of their subordinates.

vi. Supervisors shall ensure that all enforcement actions are duly documented per agency policy. Supervisors shall ensure that all reports show adequate documentation of reasonable suspicion and probable cause, if applicable.

vii. Supervisors shall facilitate the filing of any complaints about law-enforcement service.

viii. Supervisors shall conduct monthly reviews of in-car video recordings and body camera footage to ensure proper conduct of deputies.

c. Disciplinary consequences

Actions prohibited by this order shall be cause for disciplinary action, up to and including termination.

d. Training

Deputies shall complete annual training regarding bias- based profiling.

V. Complaints

a. The Williamson County Sheriff's Office shall accept, document, and forward all complaints to the Chief Deputy or Sheriff. A member of the public may file a complaint with the Sheriff's Office if they feel they have been the subject of racial/biased profiling. No person shall be discouraged, intimidated, or coerced from filing such a complaint, or be discriminated against because they filed such a complaint.
b. Complaints alleging incidents of bias-based profiling will be fully investigated.
c. Complainants will be notified of the results of the investigations when the investigation is completed.

VI. Record Keeping

a. The agency will maintain all required records on self-initiated contacts.
b. The information collected above will be reported to the county commissioner's court annually.
c. The information will also be reported to TCOLE in the required format.
d. The Office of Professional Standards will conduct an annual administrative review of data collected and the Sheriff will amend Agency policies and procedures as necessary to ensure compliance with bias-based profiling legislation and policy.



For additional questions regarding the information presented in this report, please contact:

Del Carmen Consulting©
817.681.7840
www.texasracialprofiling.com
www.delcarmenconsulting.com

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Commissioners Court - Regular Session **12.**

Meeting Date: 01/17/2023

Justice of the Peace 3 OCTOBER 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, October 2022 Monthly Report in compliance with Code of Criminal Procedure §103.005.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

October 2022 - CCP 103

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	01/12/2023 09:19 AM
Form Started By: Mary Alcala		Started On: 01/12/2023 09:10 AM
Final Approval Date: 01/12/2023		

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 October, 2022.

JUSTICE COURT PRECINCT 3 WILLIAMSON COUNTY, TEXAS

EVELYN McLEAN
JUSTICE OF THE PEACE
PRECINCT THREE

On this 22nd **day of** December **2022, to certify which witness my hand and seal of office.**

NOTARY PUBLIC
in and for the State of Texas

NOTARY PUBLIC STATE OF TEXAS
MARY ANN ALCALA
Notary Public, State of Texas
Comm. Expires 04-12-2025
Notary ID 133030414

Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Transaction Date: **10/01/2022 - 10/31/2022** Case Categories: **Civil**
Locations: **JP3** Payment Type: **Cash Bond Deposit; E-Filing Payment; ...**

G/L Account	G/L Account Number	Fee Totals
0100 - General Fund		
01-0100-0000-341803 - FEES OF OFFICE, JP PCT-3	L-004-3-01-0100-0000-341803: 01-0100-0000-341803 - FEES OF OFFICE, JP PCT #3	3,733.25
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	4,040.00
01-0100-0000-365103 Language Access Fund	L-004-3-01-0100-0000-365103: Language Access Fund	399.00
	0100 - General Fund Total:	**8,172.25**
0370 - Alternate Dispute Resolution Fund		
01-0370-0000-341170 - Alternate Dispute Resolution Fees	L-004-3-01-0370-0000-341170: 01-0370-0000-341170 - Alternate Dispute Resolution Fees	665.00
	0370 - Alternate Dispute Resolution Fund Total:	**665.00**
0399 - State Agency Fund		
01-0399-0000-208181 - State Consolidated Fee	L-004-0399-0000-208181: State Consolidated Fee	231.00
	0399 - State Agency Fund Total:	**231.00**
	Fee Totals for All Funds:	**9,068.25**

Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Transaction Date: **10/01/2022 - 10/31/2022** Case Categories: **Civil**
Locations: **JP3**

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

Fee Code Summary

Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
AB	Abstract	5.00	1	0.00	0	0.00	0	5.00	1
CCOP	Civil Copies	17.50	8	0.00	0	0.00	0	17.50	8
CERT	Certified Copy	8.75	3	0.00	0	0.00	0	8.75	3
CONT3	Constable Service Fee Pct #3	3,290.00	34	0.00	0	0.00	0	3,290.00	34
JURY	Jury Fee	22.00	1	0.00	0	0.00	0	22.00	1
SB41CDRF	County Dispute Resolution fund - LGC 135.157	665.00	133	0.00	0	0.00	0	665.00	133
SB41JCSF	Justice Court Support Fund	3,325.00	133	0.00	0	0.00	0	3,325.00	133
SB41LAF	Language Access Fund - LGC 135.155	399.00	133	0.00	0	0.00	0	399.00	133
SB41SCF	State Consolidated Fee	231.00	11	0.00	0	0.00	0	231.00	11
TRANS	Transcript	330.00	34	0.00	0	0.00	0	330.00	34
WPOSS	Writ of Possession	25.00	6	0.00	0	0.00	0	25.00	6
WSF3	JP3 - Writ Service Fee	750.00	6	0.00	0	0.00	0	750.00	6

Fee Code Summary Totals	Gross		Positive Adjustments		Negative Adjustments		Net	
	Amount	Number	Amount	Number	Amount	Number	Amount	Number
	9,068.25	503	0.00	0	0.00	0	9,068.25	503

Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Transaction Date: **10/01/2022 - 10/31/2022** Case Categories: **Criminal**
Locations: **JP3**

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

G/L Account	G/L Account Number	Fee Totals
0100 - General Fund		
01-0100-0000-207017 - Collections Agency Fee	L-004-3-01-0100-0000-207017: 01-0100-0000-207017 - Collections Agency Fee	3,646.81
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	608.33
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)	268.40
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	7,063.97
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	408.79
01-0100-0000-351303 - FINES, JP PCT-3	L-004-3-01-0100-0000-351303: 01-0100-0000-351303 - FINES, JP PCT #3	70,080.96
	0100 - General Fund Total:	**82,077.26**
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	165.62
	0361 - JP Security Fund Total:	**165.62**
0367 - JP-3 Truancy Program Fund		
01-0367-0000-341917 - JP3 Truant Conduct (HB 2398)	L-004-3-01-0367-0000-341917: 01-0367-0000-341917 - JP3 Truant Conduct (HB 2398)	50.00
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	207.05
	0367 - JP-3 Truancy Program Fund Total:	**257.05**
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	165.59
	0372 - Justice Court Technology Fund Total:	**165.59**

Payment Report - G/L and Fund Summary

Transaction Date: **10/01/2022 - 10/31/2022** Case Categories: **Criminal**
Locations: **JP3** Payment Type: **Cash Bond Deposit; E-Filing Payment; ...**

G/L Account	G/L Account Number	Fee Totals
0399 - State Agency Fund		
01-0399-0000-208033 - JP 3 Truancy Prev/Diversion - State	L-004-3-01-0399-0000-208033: 01-0399-0000-208033 - JP 3 Truancy Prev/Diversion - State	75.95
01-0399-0000-208160 - CCC FEES DUE TO STATE COMP	L-004-3-01-0399-0000-208160: 01-0399-0000-208160 - Consolidated Court Costs	1,616.13
01-0399-0000-208235 - JURY SERVICE FEES DUE TO STATE	L-004-3-01-0399-0000-208235: 01-0399-0000-208235 - Jury Service Fee	161.57
01-0399-0000-208352 - CRIMINAL JUDICIAL SUPPORT DUE	L-004-3-01-0399-0000-208352: 01-0399-0000-208352 - Support of the Judiciary Fund	242.42
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	269.63
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	2.16
01-0399-0000-208425 - ST TRAFFIC FEES DUE TO STATE	L-004-3-01-0399-0000-208425: 01-0399-0000-208425 - State Traffic Fee	377.76
01-0399-0000-208703 - INDIGENT DEF FEES - DUE TO ST	L-004-3-01-0399-0000-208703: 01-0399-0000-208703 - Indigent Defense Fee	80.74
01-0399-0000-208720 - SEATBELT FINES	L-004-3-01-0399-0000-208720: 01-0399-0000-208720 - Seatbelt Fines	136.00
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	344.75
01-0399-0000-208850 - WEIGHT VIOLATION FINES DUE TO	L-004-3-01-0399-0000-208850: 01-0399-0000-208850 - Weight Violation Fines	4,238.00
01-0399-0000-208860 - TIME PYMT FEES DUE TO STATE	L-004-3-01-0399-0000-208860: 01-0399-0000-208860 - Time Payment	93.35
	0399 - State Agency Fund Total:	**7,638.46**
JP BOND		
01-0100-0000-207020 - JP3 Bond Liability Account	L-004-3-02-00002: JP3 Registry Bond Account Liability	700.00
	JP BOND Total:	**700.00**
	Fee Totals for All Funds:	**91,003.98**

Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Transaction Date: **10/01/2022 - 10/31/2022** Case Categories: **Criminal**
Locations: **JP3**

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

Fee Code Summary

Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
AFCA3	Arrest/Service Fee - Const. Pct. 3	0.84	1	0.00	0	0.00	0	0.84	1
AFDPS	Arrest Fee - DPS (CCP 102.011)	119.63	35	0.00	0	0.00	0	119.63	35
AFSO	Arrest Fee - Sheriff's Office (CCP 102.011)	81.56	23	0.00	0	0.00	0	81.56	23
CB	Cash Bond	700.00	2	0.00	0	0.00	0	700.00	2
CCC	Consolidated Court Costs [Loc. Gov't Code, 133.102]	1,616.13	58	0.00	0	0.00	0	1,616.13	58
CFINE	County Fine	70,080.96	612	0.00	0	0.00	0	70,080.96	612
CHS	Courthouse Security Fee (CCP 102.017)	124.18	59	0.00	0	0.00	0	124.18	59
CHSJC	JP Security Fee (CCP 102.017)	41.44	59	0.00	0	0.00	0	41.44	59
COLLFEE	Collection Agency Fee	3,646.81	69	0.00	0	0.00	0	3,646.81	69
CRFEEOVER	Criminal Overpayment Fee	0.00	1	0.00	0	0.00	0	0.00	1
DDF	Deferred Disposition Fee	7,005.92	60	0.00	0	0.00	0	7,005.92	60
DSC	Driver's Safety Course Fee (CCP 45.0511(f1))	2.58	1	0.00	0	0.00	0	2.58	1
FNTC1	Child Safety Seat Fine Trauma Center	136.00	2	0.00	0	0.00	0	136.00	2
IDF	Indigent Defense Fee (LGC 133.107)	80.74	58	0.00	0	0.00	0	80.74	58
JCTF	Justice Court Technology Fee (CCP 102.0173)	165.59	59	0.00	0	0.00	0	165.59	59
JFR	Jury Reimbursement Fee (CCP 102.0045)	161.57	58	0.00	0	0.00	0	161.57	58
JTP	Juvenile Truancy Program (CCP 102.0174)	207.05	59	0.00	0	0.00	0	207.05	59
JTPDC	Juvenile Truancy Prev/Diversion Due to County (CCP 102.015)	37.97	54	0.00	0	0.00	0	37.97	54
JTPDS	Juvenile Truancy Prev/Diversion Due to State (CCP 102.015)	37.98	54	0.00	0	0.00	0	37.98	54
JUSFC	Judicial Support Fund - County (LGC 133.105)	24.26	58	0.00	0	0.00	0	24.26	58
JUSFS	Judicial Support Fund - State (LGC 133.105)	218.16	58	0.00	0	0.00	0	218.16	58
MVF	Moving Violation Fee (CCP 102.022)	2.16	35	0.00	0	0.00	0	2.16	35
OMNI	OMNI Fee	68.93	17	0.00	0	0.00	0	68.93	17
OMNIC	OMNI Fee - County	45.97	17	0.00	0	0.00	0	45.97	17
OMNIS	OMNI Fee - State	229.85	17	0.00	0	0.00	0	229.85	17
SFC3	Service/Arrest Fee - Const. 3	55.48	11	0.00	0	0.00	0	55.48	11
SFMCWV	State Fine - Motor Carrier Weight Violation	4,238.00	11	0.00	0	0.00	0	4,238.00	11
SFOC	Service Fee - Out of County	14.46	3	0.00	0	0.00	0	14.46	3
STF	State Traffic Fee (TC 542.4031)	377.76	19	0.00	0	0.00	0	377.76	19
TCC	Truancy Court Cost (HB2398)	50.00	1	0.00	0	0.00	0	50.00	1

Payment Report - Fee Code Summary

Transaction Date: **10/01/2022 - 10/31/2022** Case Categories: **Criminal**
Locations: **JP3**

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

Fee Code Summary

Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
TPC	Time Payment Fee - County	34.18	5	0.00	0	0.00	0	34.18	5
TPS	Time Payment Fee - State	59.17	7	0.00	0	0.00	0	59.17	7
TPWF	Texas P&W Fine	608.33	10	0.00	0	0.00	0	608.33	10
UFA	Uniform Traffic Act (TC 542.403)	41.01	21	0.00	0	0.00	0	41.01	21
WARC3	Warrant Fee - Constable Pct. 3	352.47	13	0.00	0	0.00	0	352.47	13
WCSO	Williamson County Sheriff	186.84	5	0.00	0	0.00	0	186.84	5
WFDPS	Warrant Fee - DPS	150.00	3	0.00	0	0.00	0	150.00	3

Fee Code Summary Totals	Gross		Positive Adjustments		Negative Adjustments		Net	
	Amount	Number	Amount	Number	Amount	Number	Amount	Number
	91,003.98	1,635	0.00	0	0.00	0	91,003.98	1,635

Commissioners Court - Regular Session **13.**

Meeting Date: 01/17/2023

Justice of the Peace 3 NOVEMBER 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, November 2022 Monthly Report in compliance with Code of Criminal Procedure §103.005.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

November 2022 - CCP 103

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	01/12/2023 09:20 AM
Form Started By: Mary Alcala		Started On: 01/12/2023 09:14 AM
Final Approval Date: 01/12/2023		

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 November, 2022.

Evelyn McLean

JUSTICE COURT PRECINCT 3 WILLIAMSON COUNTY, TEXAS

EVELYN McLEAN
JUSTICE OF THE PEACE
PRECINCT THREE

On this 22nd **day of** December **2022, to certify which witness my hand and seal of office.**

Mary Alcala

NOTARY PUBLIC
in and for the State of Texas

NOTARY PUBLIC STATE OF TEXAS
MARY ANN ALCALA
Notary Public, State of Texas
Comm. Expires 04-12-2025
Notary ID 133030414

Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Transaction Date: **11/01/2022 - 11/30/2022** 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	85.75
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	5,020.00
	0100 - General Fund Total:	**5,105.75**
	Fee Totals for All Funds:	**5,105.75**

Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Transaction Date: **11/01/2022 - 11/30/2022** 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
AB	Abstract	5.00	1	0.00	0	0.00	0	5.00	1
CCOP	Civil Copies	5.00	4	0.00	0	0.00	0	5.00	4
CERT	Certified Copy	28.75	5	0.00	0	0.00	0	28.75	5
CONT3	Constable Service Fee Pct #3	4,270.00	47	0.00	0	0.00	0	4,270.00	47
JURY	Jury Fee	22.00	1	0.00	0	0.00	0	22.00	1
WPOSS	Writ of Possession	25.00	5	0.00	0	0.00	0	25.00	5
WSF3	JP3 - Writ Service Fee	750.00	5	0.00	0	0.00	0	750.00	5
Fee Code Summary Totals		**Gross**		**Positive Adjustments**		**Negative Adjustments**		**Net**	
		Amount	**Number**	**Amount**	**Number**	**Amount**	**Number**	**Amount**	**Number**
		5,105.75	68	0.00	0	0.00	0	5,105.75	68

Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Transaction Date: **11/01/2022 - 11/30/2022** 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	4,159.40
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	374.00
01-0100-0000-209700 - JP COURTS-REFUNDS	L-004-3-01-0100-0000-209700: 01-0100-0000-209700 - JP COURTS-REFUNDS	161.00
01-0100-0000-341200 - Sheriff Fees (WILCO)	L-004-3-01-0100-0000-341200: 01-0100-0000-341200 - Sheriff Fees (WILCO)	255.42
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	6,813.84
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	980.15
01-0100-0000-351303 - FINES, JP PCT-3	L-004-3-01-0100-0000-351303: 01-0100-0000-351303 - FINES, JP PCT #3	62,071.61
	0100 - General Fund Total:	**74,815.42**
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	148.14
	0361 - JP Security Fund Total:	**148.14**
0367 - JP-3 Truancy Program Fund		
01-0367-0000-341917 - JP3 Truant Conduct (HB 2398)	L-004-3-01-0367-0000-341917: 01-0367-0000-341917 - JP3 Truant Conduct (HB 2398)	50.00
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	185.24
	0367 - JP-3 Truancy Program Fund Total:	**235.24**
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	148.19
	0372 - Justice Court Technology Fund Total:	**148.19**

Payment Report - G/L and Fund Summary

Transaction Date: **11/01/2022 - 11/30/2022** 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	69.29
01-0399-0000-208160 - CCC FEES DUE TO STATE COMP	L-004-3-01-0399-0000-208160: 01-0399-0000-208160 - Consolidated Court Costs	1,481.93
01-0399-0000-208235 - JURY SERVICE FEES DUE TO STATE	L-004-3-01-0399-0000-208235: 01-0399-0000-208235 - Jury Service Fee	148.21
01-0399-0000-208352 - CRIMINAL JUDICIAL SUPPORT DUE	L-004-3-01-0399-0000-208352: 01-0399-0000-208352 - Support of the Judiciary Fund	222.37
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	115.50
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	1.88
01-0399-0000-208425 - ST TRAFFIC FEES DUE TO STATE	L-004-3-01-0399-0000-208425: 01-0399-0000-208425 - State Traffic Fee	344.67
01-0399-0000-208703 - INDIGENT DEF FEES - DUE TO ST	L-004-3-01-0399-0000-208703: 01-0399-0000-208703 - Indigent Defense Fee	74.08
01-0399-0000-208720 - SEATBELT FINES	L-004-3-01-0399-0000-208720: 01-0399-0000-208720 - Seatbelt Fines	164.45
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	861.65
01-0399-0000-208850 - WEIGHT VIOLATION FINES DUE TO	L-004-3-01-0399-0000-208850: 01-0399-0000-208850 - Weight Violation Fines	443.50
01-0399-0000-208860 - TIME PYMT FEES DUE TO STATE	L-004-3-01-0399-0000-208860: 01-0399-0000-208860 - Time Payment	143.32
	0399 - State Agency Fund Total:	**4,070.85**
JP BOND		
01-0100-0000-207020 - JP3 Bond Liability Account	L-004-3-02-00002: JP3 Registry Bond Account Liability	600.00
	JP BOND Total:	**600.00**
	Fee Totals for All Funds:	**80,017.84**

Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Transaction Date: **11/01/2022 - 11/30/2022** 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
AFBPD	Arrest Fee - Bartlett Police Department	5.00	1	0.00	0	0.00	0	5.00	1
AFCA3	Arrest/Service Fee - Const. Pct. 3	0.84	1	0.00	0	0.00	0	0.84	1
AFDPS	Arrest Fee - DPS (CCP 102.011)	115.50	33	0.00	0	0.00	0	115.50	33
AFSO	Arrest Fee - Sheriff's Office (CCP 102.011)	68.93	22	0.00	0	0.00	0	68.93	22
CB	Cash Bond	600.00	2	0.00	0	0.00	0	600.00	2
CCC	Consolidated Court Costs [Loc. Gov't Code, 133.102]	1,481.93	59	0.00	0	0.00	0	1,481.93	59
CFINE	County Fine	62,071.61	589	0.00	0	0.00	0	62,071.61	589
CHS	Courthouse Security Fee (CCP 102.017)	111.12	56	0.00	0	0.00	0	111.12	56
CHSJC	JP Security Fee (CCP 102.017)	37.02	55	0.00	0	0.00	0	37.02	55
COLLFEE	Collection Agency Fee	4,159.40	72	0.00	0	0.00	0	4,159.40	72
COPY	Copies	1.25	1	0.00	0	0.00	0	1.25	1
CRFEEOVER	Criminal Overpayment Fee	161.00	2	0.00	0	0.00	0	161.00	2
DDF	Deferred Disposition Fee	6,766.10	53	0.00	0	0.00	0	6,766.10	53
DSC	Driver's Safety Course Fee (CCP 45.0511(f1))	7.06	3	0.00	0	0.00	0	7.06	3
FNTC1	Child Safety Seat Fine Trauma Center	164.45	4	0.00	0	0.00	0	164.45	4
IDF	Indigent Defense Fee (LGC 133.107)	74.08	56	0.00	0	0.00	0	74.08	56
JCTF	Justice Court Technology Fee (CCP 102.0173)	148.19	56	0.00	0	0.00	0	148.19	56
JFR	Jury Reimbursement Fee (CCP 102.0045)	148.21	56	0.00	0	0.00	0	148.21	56
JTP	Juvenile Truancy Program (CCP 102.0174)	185.24	56	0.00	0	0.00	0	185.24	56
JTPDC	Juvenile Truancy Prev/Diversion Due to County (CCP 102.015)	34.65	52	0.00	0	0.00	0	34.65	52
JTPDS	Juvenile Truancy Prev/Diversion Due to State (CCP 102.015)	34.64	52	0.00	0	0.00	0	34.64	52
JUSFC	Judicial Support Fund - County (LGC 133.105)	22.30	57	0.00	0	0.00	0	22.30	57
JUSFS	Judicial Support Fund - State (LGC 133.105)	200.07	57	0.00	0	0.00	0	200.07	57
MVF	Moving Violation Fee (CCP 102.022)	1.88	29	0.00	0	0.00	0	1.88	29
OMNI	OMNI Fee	172.30	36	0.00	0	0.00	0	172.30	36
OMNIC	OMNI Fee - County	114.89	36	0.00	0	0.00	0	114.89	36
OMNIS	OMNI Fee - State	574.46	36	0.00	0	0.00	0	574.46	36
SFC3	Service/Arrest Fee - Const. 3	19.17	6	0.00	0	0.00	0	19.17	6
SFMCWV	State Fine - Motor Carrier Weight Violation	443.50	8	0.00	0	0.00	0	443.50	8
STF	State Traffic Fee (TC 542.4031)	344.67	22	0.00	0	0.00	0	344.67	22

Payment Report - Fee Code Summary

Transaction Date: **11/01/2022 - 11/30/2022** 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
TCC	Truancy Court Cost (HB2398)	50.00	1	0.00	0	0.00	0	50.00	1
TPC	Time Payment Fee - County	48.42	7	0.00	0	0.00	0	48.42	7
TPS	Time Payment Fee - State	94.90	13	0.00	0	0.00	0	94.90	13
TPWF	Texas P&W Fine	374.00	8	0.00	0	0.00	0	374.00	8
UFA	Uniform Traffic Act (TC 542.403)	34.43	19	0.00	0	0.00	0	34.43	19
WARC3	Warrant Fee - Constable Pct. 3	960.14	25	0.00	0	0.00	0	960.14	25
WCSO	Williamson County Sheriff	186.49	3	0.00	0	0.00	0	186.49	3
Fee Code Summary Totals		**Gross**		**Positive Adjustments**		**Negative Adjustments**		**Net**	
		Amount	**Number**	**Amount**	**Number**	**Amount**	**Number**	**Amount**	**Number**
		80,017.84	1,644	0.00	0	0.00	0	80,017.84	1,644

Commissioners Court - Regular Session **14.**

Meeting Date: 01/17/2023

Justice of the Peace 3 DECEMBER 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, December 2022 Monthly Report in compliance with Code of Criminal Procedure §103.005.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

December 2022 - CCP 103

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	01/12/2023 09:20 AM
Form Started By: Mary Alcala		Started On: 01/12/2023 09:15 AM
Final Approval Date: 01/12/2023		

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 December, 2022.

JUSTICE COURT PRECINCT 3 WILLIAMSON COUNTY, TEXAS

Evelyn McLean

EVELYN McLEAN
JUSTICE OF THE PEACE
PRECINCT THREE

On this 11th **day of** January **2023, to certify which witness my hand and seal of office.**

Mary Alcala

NOTARY PUBLIC
in and for the State of Texas

NOTARY PUBLIC STATE OF TEXAS
MARY ANN ALCALA
Notary Public, State of Texas
Comm. Expires 04-12-2025
Notary ID 133030414

Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Transaction Date: **12/01/2022 - 12/31/2022** Case Categories: **Civil**
Locations: **JP3** Payment Type: **Cash Bond Deposit; E-Filing Payment; ...**

G/L Account	G/L Account Number	Fee Totals
0100 - General Fund		
01-0100-0000-341803 - FEES OF OFFICE, JP PCT-3	L-004-3-01-0100-0000-341803: 01-0100-0000-341803 - FEES OF OFFICE, JP PCT #3	205.92
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	8,390.00
	0100 - General Fund Total:	**8,595.92**
	Fee Totals for All Funds:	**8,595.92**

Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Transaction Date: **12/01/2022 - 12/31/2022** Case Categories: **Civil**
Locations: **JP3**

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

Fee Code Summary

Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
AB	Abstract	10.00	2	0.00	0	0.00	0	10.00	2
CCOP	Civil Copies	4.50	3	0.00	0	0.00	0	4.50	3
CERT	Certified Copy	45.25	9	0.00	0	0.00	0	45.25	9
CMAIL	Clerk Service Fee by Certified Mail or Posting	14.17	1	0.00	0	0.00	0	14.17	1
CONT3	Constable Service Fee Pct #3	5,390.00	59	0.00	0	0.00	0	5,390.00	59
JURY	Jury Fee	22.00	1	0.00	0	0.00	0	22.00	1
TRANS	Transcript	10.00	1	0.00	0	0.00	0	10.00	1
WPOSS	Writ of Possession	100.00	20	0.00	0	0.00	0	100.00	20
WSF3	Constable #3 - Writ Service Fee	3,000.00	20	0.00	0	0.00	0	3,000.00	20
Fee Code Summary Totals		**Gross**		**Positive Adjustments**		**Negative Adjustments**		**Net**	
		Amount	**Number**	**Amount**	**Number**	**Amount**	**Number**	**Amount**	**Number**
		8,595.92	116	0.00	0	0.00	0	8,595.92	116

Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Transaction Date: **12/01/2022 - 12/31/2022** Case Categories: **Criminal**
Locations: **JP3**

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

G/L Account	G/L Account Number	Fee Totals
0100 - General Fund		
01-0100-0000-207017 - Collections Agency Fee	L-004-3-01-0100-0000-207017: 01-0100-0000-207017 - Collections Agency Fee	2,654.21
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	230.35
01-0100-0000-209700 - JP COURTS-REFUNDS	L-004-3-01-0100-0000-209700: 01-0100-0000-209700 - JP COURTS-REFUNDS	2.00
01-0100-0000-341200 - Sheriff Fees (WILCO)	L-004-3-01-0100-0000-341200: 01-0100-0000-341200 - Sheriff Fees (WILCO)	150.07
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	9,317.77
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	256.38
01-0100-0000-351303 - FINES, JP PCT-3	L-004-3-01-0100-0000-351303: 01-0100-0000-351303 - FINES, JP PCT #3	64,817.30
	0100 - General Fund Total:	**77,428.08**
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	96.27
	0361 - JP Security Fund Total:	**96.27**
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	120.36
	0367 - JP-3 Truancy Program Fund Total:	**120.36**
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	96.28
	0372 - Justice Court Technology Fund Total:	**96.28**

Payment Report - G/L and Fund Summary

Transaction Date: **12/01/2022 - 12/31/2022** Case Categories: **Criminal**
Locations: **JP3**

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

G/L Account	G/L Account Number	Fee Totals
0399 - State Agency Fund		
01-0399-0000-208033 - JP 3 Truancy Prev/Diversion - State	L-004-3-01-0399-0000-208033: 01-0399-0000-208033 - JP 3 Truancy Prev/Diversion - State	47.02
01-0399-0000-208160 - CCC FEES DUE TO STATE COMP	L-004-3-01-0399-0000-208160: 01-0399-0000-208160 - Consolidated Court Costs	962.75
01-0399-0000-208235 - JURY SERVICE FEES DUE TO STATE	L-004-3-01-0399-0000-208235: 01-0399-0000-208235 - Jury Service Fee	96.29
01-0399-0000-208352 - CRIMINAL JUDICIAL SUPPORT DUE	L-004-3-01-0399-0000-208352: 01-0399-0000-208352 - Support of the Judiciary Fund	144.46
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	83.29
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	0.85
01-0399-0000-208425 - ST TRAFFIC FEES DUE TO STATE	L-004-3-01-0399-0000-208425: 01-0399-0000-208425 - State Traffic Fee	246.35
01-0399-0000-208703 - INDIGENT DEF FEES - DUE TO ST	L-004-3-01-0399-0000-208703: 01-0399-0000-208703 - Indigent Defense Fee	48.15
01-0399-0000-208720 - SEATBELT FINES	L-004-3-01-0399-0000-208720: 01-0399-0000-208720 - Seatbelt Fines	125.00
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	469.89
01-0399-0000-208850 - WEIGHT VIOLATION FINES DUE TO	L-004-3-01-0399-0000-208850: 01-0399-0000-208850 - Weight Violation Fines	1,022.06
01-0399-0000-208860 - TIME PYMT FEES DUE TO STATE	L-004-3-01-0399-0000-208860: 01-0399-0000-208860 - Time Payment	15.05
	0399 - State Agency Fund Total:	**3,261.16**
	Fee Totals for All Funds:	**81,002.15**

Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Transaction Date: **12/01/2022 - 12/31/2022** Case Categories: **Criminal**
Locations: **JP3**

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

Fee Code Summary

Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
AFCA3	Arrest/Service Fee - Const. Pct. 3	0.58	1	0.00	0	0.00	0	0.58	1
AFDPS	Arrest Fee - DPS (CCP 102.011)	69.66	23	0.00	0	0.00	0	69.66	23
AFLPD	Arrest Fee - Leander Police Department	5.00	1	0.00	0	0.00	0	5.00	1
AFSO	Arrest Fee - Sheriff's Office (CCP 102.011)	50.07	11	0.00	0	0.00	0	50.07	11
CCC	Consolidated Court Costs [Loc. Gov't Code, 133.102]	962.75	35	0.00	0	0.00	0	962.75	35
CFINE	County Fine	64,817.30	579	0.00	0	0.00	0	64,817.30	579
CHS	Courthouse Security Fee (CCP 102.017)	72.22	35	0.00	0	0.00	0	72.22	35
CHSJC	JP Security Fee (CCP 102.017)	24.05	35	0.00	0	0.00	0	24.05	35
COLLFEE	Collection Agency Fee	2,654.21	43	0.00	0	0.00	0	2,654.21	43
CRFEEOVER	Criminal Overpayment Fee	2.00	2	0.00	0	0.00	0	2.00	2
DDF	Deferred Disposition Fee	9,286.00	70	0.00	0	0.00	0	9,286.00	70
DSC	Driver's Safety Course Fee (CCP 45.0511(f1))	1.92	1	0.00	0	0.00	0	1.92	1
FNTC1	Child Safety Seat Fine Trauma Center	125.00	2	0.00	0	0.00	0	125.00	2
IDF	Indigent Defense Fee (LGC 133.107)	48.15	35	0.00	0	0.00	0	48.15	35
JCTF	Justice Court Technology Fee (CCP 102.0173)	96.28	35	0.00	0	0.00	0	96.28	35
JFR	Jury Reimbursement Fee (CCP 102.0045)	96.29	35	0.00	0	0.00	0	96.29	35
JTP	Juvenile Truancy Program (CCP 102.0174)	120.36	35	0.00	0	0.00	0	120.36	35
JTPDC	Juvenile Truancy Prev/Diversion Due to County (CCP 102.015)	23.51	33	0.00	0	0.00	0	23.51	33
JTPDS	Juvenile Truancy Prev/Diversion Due to State (CCP 102.015)	23.51	33	0.00	0	0.00	0	23.51	33
JUSFC	Judicial Support Fund - County (LGC 133.105)	14.46	35	0.00	0	0.00	0	14.46	35
JUSFS	Judicial Support Fund - State (LGC 133.105)	130.00	35	0.00	0	0.00	0	130.00	35
MVF	Moving Violation Fee (CCP 102.022)	0.85	15	0.00	0	0.00	0	0.85	15
OMNI	OMNI Fee	93.99	19	0.00	0	0.00	0	93.99	19
OMNIC	OMNI Fee - County	62.65	19	0.00	0	0.00	0	62.65	19
OMNIS	OMNI Fee - State	313.25	19	0.00	0	0.00	0	313.25	19
SFC3	Service/Arrest Fee - Const. 3	2.45	1	0.00	0	0.00	0	2.45	1
SFMCWV	State Fine - Motor Carrier Weight Violation	1,022.06	8	0.00	0	0.00	0	1,022.06	8
STF	State Traffic Fee (TC 542.4031)	246.35	12	0.00	0	0.00	0	246.35	12
TPS	Time Payment Fee - State	15.05	2	0.00	0	0.00	0	15.05	2
TPWF	Texas P&W Fine	230.35	5	0.00	0	0.00	0	230.35	5

Payment Report - Fee Code Summary

Transaction Date: **12/01/2022 - 12/31/2022** Case Categories: **Criminal**
Locations: **JP3**

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

Fee Code Summary									
Code Word	**Description**	**Gross**		**Positive Adjustments**		**Negative Adjustments**		**Net**	
		Amount	**Number**	**Amount**	**Number**	**Amount**	**Number**	**Amount**	**Number**
UFA	Uniform Traffic Act (TC 542.403)	24.85	13	0.00	0	0.00	0	24.85	13
WARC3	Warrant Fee - Constable Pct. 3	253.35	8	0.00	0	0.00	0	253.35	8
WCSO	Williamson County Sheriff	100.00	2	0.00	0	0.00	0	100.00	2
WFDPS	Warrant Fee - DPS	13.63	2	0.00	0	0.00	0	13.63	2
Fee Code Summary Totals		**Gross**		**Positive Adjustments**		**Negative Adjustments**		**Net**	
		Amount	**Number**	**Amount**	**Number**	**Amount**	**Number**	**Amount**	**Number**
		81,002.15	1,239	0.00	0	0.00	0	81,002.15	1,239

Commissioners Court - Regular Session **15.**

Meeting Date: 01/17/2023

Justice of the Peace 4 December 2022 Monthly Report

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

Department: J.P. Pct. #4

Agenda Category: Consent

Information

Agenda Item

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

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

JP4 EOM DEC 2022

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	01/12/2023 08:56 AM
Form Started By: Veronica Bolander		Started On: 01/11/2023 04:49 PM
Final Approval Date: 01/12/2023		

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 Rhonda Redden, Justice of the Peace, Precinct 4, Williamson County, who on her oath, stated that the attached report of money collected is a true and correct report for the month of December 2022.

RHONDA REDDEN
JUSTICE OF THE PEACE
PRECINCT FOUR

This 11th day of January 2023, to certify which witness my hand and seal of office.

VERONICA BOLANDER
My Notary ID # 2676312
Expires October 29, 2023

NOTARY PUBLIC in and for the State of Texas

Payment Report - Transaction/Adjustment Detail

Transaction Date: **12/01/2022 - 12/31/2022** Case Categories: **All**
Locations: **JP4**

Final Totals		Fee Totals	Transaction Totals
Total Payments		**32,445.54**	**32,445.54**
Total Adjustments Impacting Payments		**0.00**	**0.00**
Final Fee Code Totals		**32,445.54**	**32,445.54**
Tender Method Summary			
Tender Types	Cash	1,339.00	1,339.00
	Certified Payments Credit Card	19,122.79	19,122.79
	Check	2,207.00	2,207.00
	E-File Credit Card	9,130.75	9,130.75
	Money Order	646.00	646.00

Detailed report is available through the Auditor's Office.

Payment Report - G/L and Fund Summary

Transaction Date: **12/01/2022 - 12/31/2022** Case Categories: **All**
Locations: **JP4**

G/L Account	G/L Account Number	Fee Totals
0100 - General Fund		
01-0100-0000-209600 - FINES DUE TO TX PARKS WILDLIFE	L-004-4-01-0100-0000-209600: 01-0100-0000-209600 - Fines Due to TX Parks Wildlife	42.50
01-0100-0000-209700 - JP COURTS-REFUNDS	L-004-4-01-0100-0000-209700: 01-0100-0000-209700 - JP Courts Refunds	1,006.00
01-0100-0000-341804 - FEES OF OFFICE, JP PCT-4	L-004-4-01-0100-0000-341804: 01-0100-0000-341804 - Fees of Office, JP Pct. #4	5,092.75
01-0100-0000-341904 - CIVIL FEES/OFFICE, CONST 4	L-004-4-01-0100-0000-341904: 01-0100-0000-341904 - Fees of Office, Const. PCT #4	5,520.00
01-0100-0000-341914 - CRIMINAL FEES/OFFICE, CONST 4	L-004-4-01-0100-0000-341914: 01-0100-0000-341914 - Fees of Office, Crim. Const PCT #4	15.00
01-0100-0000-342860 -Time Payment Fee County 2.50	L-004-4-01-0100-0000-342860: 01-0100-0000-342860 - Time Payment Fee County 2.50	74.04
01-0100-0000-351304 - FINES, JP PCT-4	L-004-4-01-0100-0000-351304: 01-0100-0000-351304 - FINES, JP PCT #4	9,473.23
01-0100-0000-365103 Language Access Fund	L-004-4-01-0100-0000-365103: 01-0100-0000-365103 - Language Access Fund	522.00
99-9999-9999-000003 - LOCAL Consolidated CC-Misd C	L-004-4-99-9999-9999-000003: 99-9999-9999-000003 - LOCAL Consolidated CC-MISD C	1,252.81
	0100 - General Fund Total:	**22,998.33**
0361 - JP Security Fund		
01-0361-0000-341154 - JP 4 SECURITY FEES	L-004-4-01-0361-0000-341154: 01-0361-0000-341154 - JP 4 SECURITY FEES	8.00
	0361 - JP Security Fund Total:	**8.00**
0369 - JP-4 Truancy Program Fund		
01-0369-0000-370000 - JP-4 Truancy Program Fees	L-004-4-01-0369-0000-370000: 01-0369-0000-370000 - JP-4 Truancy Program Fee	10.00
	0369 - JP-4 Truancy Program Fund Total:	**10.00**
0370 - Alternate Dispute Resolution Fund		
01-0370-0000-341170 - Alternate Dispute Resolution Fees	L-004-4-01-0370-0000-341170: 01-0370-0000-341170 - Alternate Dispute Resolution Fees	870.00
	0370 - Alternate Dispute Resolution Fund Total:	**870.00**
0372 - Justice Court Technology Fund		
01-0372-0000-341144 - JP 4 TECHNOLOGY FEES	L-004-4-01-0372-0000-341144: 01-0372-0000-341144 - JP #4 TECHNOLOGY FEES	8.00
	0372 - Justice Court Technology Fund Total:	**8.00**

Payment Report - G/L and Fund Summary

Transaction Date: **12/01/2022 - 12/31/2022** Case Categories: **All**
Locations: **JP4**

G/L Account	G/L Account Number	Fee Totals
0399 - State Agency Fund		
01-0399-0000-208034 - JP 4 Truancy Prev/Diversion - State	L-004-4-01-0399-0000-208034: 01-0399-0000-208034 - JP 4 Truancy Prev/Diversion - State	4.00
01-0399-0000-208160 - CCC FEES DUE TO STATE COMP	L-004-4-01-0399-0000-208160: 01-0399-0000-208160 - Consolidated Court Costs	80.00
01-0399-0000-208165 - CCC 01.2020 Fee's Due to State	L-004-4-01-0399-0000-208165: 01-0399-0000-208165 - State Con Court Cost LGC 133.102(a)(3	5,362.20
01-0399-0000-208181 - State Consolidated Fee	L-004-4-01-0399-0000-208181: 01-0399-0000-208181 - State Consolidated Fee	357.00
01-0399-0000-208235 - JURY SERVICE FEES DUE TO STATE	L-004-4-01-0399-0000-208235: 01-0399-0000-208235 - Jury Service Fee	8.00
01-0399-0000-208352 - CRIMINAL JUDICIAL SUPPORT DUE	L-004-4-01-0399-0000-208352: 01-0399-0000-208352 - Support of the Judiciary Fund	12.00
01-0399-0000-208400 - DPS ARREST FEES DUE TO STATE	L-004-4-01-0399-0000-208400: 01-0399-0000-208400 - Texas Highway Patrol Arrest Fees	176.33
01-0399-0000-208415 - MOVING VIOLATION FEE DUE TO ST	L-004-4-01-0399-0000-208415: 01-0399-0000-208415 - Moving Violation Fee Due to State	0.10
01-0399-0000-208425 - ST TRAFFIC FEES DUE TO STATE	L-004-4-01-0399-0000-208425: 01-0399-0000-208425 - State Traffic Fee	30.00
01-0399-0000-208426 - State Traffic Fine Due To State	L-004-4-01-0399-0000-208426: 01-0399-0000-208426 - State Traffic Fine Due To State	2,517.58
01-0399-0000-208703 - INDIGENT DEF FEES - DUE TO ST	L-004-4-01-0399-0000-208703: 01-0399-0000-208703 - Indigent Defense Fee	4.00
	0399 - State Agency Fund Total:	**8,551.21**
	Fee Totals for All Funds:	**32,445.54**

Payment Report - Fee Code Summary

Transaction Date: **12/01/2022 - 12/31/2022** Case Categories: **All**
Locations: **JP4**

Fee Code Summary									
Code Word	**Description**	**Gross**		**Positive Adjustments**		**Negative Adjustments**		**Net**	
		Amount	**Number**	**Amount**	**Number**	**Amount**	**Number**	**Amount**	**Number**
2020AFC4	Arrest Fee - Constable 4 CCP 102.011(a)(1), 102.011(e)	10.00	2	0.00	0	0.00	0	10.00	2
2020AFDPS	Arrest Fee - DPS CCP 102.011.(a)(1), 102.011(e)	166.33	36	0.00	0	0.00	0	166.33	36
2020AFSO	Arrest Fee - Sheriff's Office 102.011(a)(1), 102.011(e)	271.09	56	0.00	0	0.00	0	271.09	56
2020CCC	State Cons Court Cost LGC 133.102(a)(3)	5,362.20	91	0.00	0	0.00	0	5,362.20	91
2020CDF	Compliance Dismissal Fine	100.00	10	0.00	0	0.00	0	100.00	10
2020DSCM	Driving Safety Course Mandatory CCP 45. 0511(f)(1)	145.84	15	0.00	0	0.00	0	145.84	15
2020LCCC-C	LOCAL Consolidated Court Cost LGC 134.103(a)	1,252.81	94	0.00	0	0.00	0	1,252.81	94
2020LTF	Local Traffic Fine (TC 542.403)	151.07	53	0.00	0	0.00	0	151.07	53
2020STF	State Traffic Fine (TC 542.4031)	2,517.58	53	0.00	0	0.00	0	2,517.58	53
2020TPF	Time Payment Fee CCP 102.030	74.04	7	0.00	0	0.00	0	74.04	7
AFDPS	Arrest Fee - DPS (CCP 102.011)	5.00	1	0.00	0	0.00	0	5.00	1
AFPW	Arrest Fee - Texas P&W (CCP 102.011)	5.00	1	0.00	0	0.00	0	5.00	1
CCC	Consolidated Court Costs [Loc. Gov't Code, 133.102]	80.00	2	0.00	0	0.00	0	80.00	2
CCOP	Civil Copies	13.75	7	0.00	0	0.00	0	13.75	7
CERT	Certified Copy	4.00	2	0.00	0	0.00	0	4.00	2
CFINE	County Fine	9,473.23	75	0.00	0	0.00	0	9,473.23	75
CHS	Courthouse Security Fee (CCP 102.017)	6.00	2	0.00	0	0.00	0	6.00	2
CHSJC	JP Security Fee (CCP 102.017)	2.00	2	0.00	0	0.00	0	2.00	2
CJS	Criminal Judicial Support Fee (LGC 103.105)	12.00	2	0.00	0	0.00	0	12.00	2
CONT4	Constable Service Fee Pct #4	4,620.00	52	0.00	0	0.00	0	4,620.00	52
DDF	Deferred Disposition Fee	2.00	2	0.00	0	0.00	0	2.00	2
IDF	Indigent Defense Fee (LGC 133.107)	4.00	2	0.00	0	0.00	0	4.00	2
JCTF	Justice Court Technology Fee (CCP 102.0173)	8.00	2	0.00	0	0.00	0	8.00	2
JFR	Jury Reimbursement Fee (CCP 102.0045)	8.00	2	0.00	0	0.00	0	8.00	2
JTP	Juvenile Truancy Program (CCP 102.0174)	10.00	2	0.00	0	0.00	0	10.00	2
JURY	Jury Fee	22.00	1	0.00	0	0.00	0	22.00	1
MVF	Moving Violation Fee (CCP 102.022)	0.10	1	0.00	0	0.00	0	0.10	1
OPR	Overpayment - Refund	1,006.00	2	0.00	0	0.00	0	1,006.00	2
SB41CDRF	County Dispute Resolution fund - LGC 135.157	870.00	174	0.00	0	0.00	0	870.00	174

Payment Report - Fee Code Summary

Transaction Date: **12/01/2022 - 12/31/2022** Case Categories: **All**
Locations: **JP4**

Fee Code Summary

Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
SB41JCSF	Justice Court Support Fund	4,350.00	174	0.00	0	0.00	0	4,350.00	174
SB41LAF	Language Access Fund - LGC 135.155	522.00	174	0.00	0	0.00	0	522.00	174
SB41SCF	State Consolidated Fee	357.00	17	0.00	0	0.00	0	357.00	17
SFC4	Service/Arrest Fee - Const. 4	5.00	1	0.00	0	0.00	0	5.00	1
STF	State Traffic Fee (TC 542.4031)	30.00	1	0.00	0	0.00	0	30.00	1
TFC	Traffic	3.00	1	0.00	0	0.00	0	3.00	1
TPDF	Truancy Prevention and Diversion Fund - JP4 eDoc Conversion	4.00	2	0.00	0	0.00	0	4.00	2
TPWF	Texas P&W Fine	42.50	1	0.00	0	0.00	0	42.50	1
WPOSS	Writ of Possession	30.00	6	0.00	0	0.00	0	30.00	6
WSF4	Constable #4 - Writ Service Fee	900.00	6	0.00	0	0.00	0	900.00	6

Fee Code Summary Totals	Gross		Positive Adjustments		Negative Adjustments		Net	
	Amount	Number	Amount	Number	Amount	Number	Amount	Number
	32,445.54	1,134	0.00	0	0.00	0	32,445.54	1,134

Justice of the Peace 4
Consolidated Court Cost Calculation Sheet

Deposit Date: 12/01/2022-12/31/2022

	DR	CR	GL Code	GL Description	ALLOCATION %
Local CCC-Class C		$1,252.81	99-9999-9999-000003	Local CCC-Class C Due to County	
Court Security Fee	$438.48		01.0361.0000.341154	COURTHOUSE SECURITY FEES	35.000000%
Local Truancy Prevention & Diversion Fund Fee	$447.43		01.0369.0000.370000	Local Truancy Prevention & Diversion Fund Fee	35.714300%
Justice Court Technology Fund	$357.95		01.0372.0000.341144	Justice Court Technology Fund	28.571400%
County Jury Fund Fee	$8.95		01.0100.0000.342853	County Jury Fund Fee	0.714300%
Percentage Distribution Total:	$1,252.81	$1,252.81			100.000000%
Collected	$1,252.81				

Commissioners Court - Regular Session **16.**

Meeting Date: 01/17/2023

Appointment to Child Welfare Board

Submitted By: Becky Pruitt, County Judge

Department: County Judge

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on appointing Jason Hamilton to the Williamson County Child Welfare Board.

Background

If appointed, Mr. Hamilton will be filling a vacant position whose term expired in September 2022, therefore his initial term would start in January 2023 and run through fiscal year 2025. I have included his application for your review.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Request for Board Appointment

Volunteer Application

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst. (Originator)	Becky Pruitt	01/10/2023 12:54 PM
Form Started By: Becky Pruitt		Started On: 01/09/2023 02:43 PM
Final Approval Date: 01/10/2023		

January 8, 2023

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

The Honorable Judge Bill Gravell and Williamson County Commissioners,

I am requesting the Commissioner's Court approve the appointment of a new board member, Jason Hamilton of Round Rock, to the Williamson County Child Welfare Board. If appointed, Mr. Hamilton will be filling a vacant position whose term expired in September 2022, therefore his initial term would start in January 2023 and run through fiscal year 2025. I have included his application for your review.

Please place this request for approval of Mr. Hamilton to the WCCWB on your agenda at your earliest convenience.

Please do not hesitate to contact me if you have any questions. Thank you for your continued support, enabling the board to partner with Williamson County and Child Protective Services to serve the children in foster care from Williamson County!

Sincerely,
Kim

Kim Gibbons
WCCWB President
kimlgibbons@gmail.com
512-415-9609

Texas Department of
Family and Protective Services

Form C-105-0250
Revised July 2021

VOLUNTEER APPLICATION

Purpose: Use this form to apply to volunteer with the Department of Family and Protective Services (DFPS).
Directions: Complete this form and submit it to your local volunteer coordinator in person or via mail or email.
Note: A Social Security number is required to complete this form.

VOLUNTEER INFORMATION

Name (last, first, middle): Hamilton, Jason Allen	Preferred name:	Date of birth: [redacted]	Place of birth (city, state): [redacted]

Other names or spellings Used (married, maiden, alias, for example:
First, middle, last

☒ No Other Names

Current address (street, city, state, ZIP code): [redacted]	County: Williamson

Have you had any other residences in Texas in the past two years? ☐ Yes ☑ No If "yes," list them below (street address, city and county, and ZIP code — use an additional sheet if needed):

Have you lived outside Texas in the past 2 years? ☐ Yes ☑ No	Driver license, state, and number: [redacted]	Social Security number: [redacted]

Alternate ID #:	Type of alternate ID: ☐ Canadian SIN ☐ Military ID ☐ Passport ☐ Permanent residency card ☐ State photo ID

Home telephone:	Mobile telephone: [redacted]	Email address: [redacted]

Gender: ☑ Male ☐ Female	Race (check all applicable): ☐ Asian ☐ American Indian/Alaskan Native ☐ Native Hawaiian/Pacific Islander ☐ Black ☑ White ☐ Unable to determine (or none of the above)	Ethnicity: ☐ Hispanic ☑ Not Hispanic ☐ Unable to determine

Organization represented (if applicable):	Who referred you to DFPS? Deborah Brusseau

Why do you want to volunteer for DFPS?

I have a strong desire to help children in the foster care/adoption system, and want to give back to my community

Applicable skills:

Non-profit leadership, fundraising, public speaking, writing

Type of volunteer services preferred:
children/youth

Are you willing to receive training for another assignment? ☑ Yes ☐ No

EDUCATION (CHECK HIGHEST LEVEL COMPLETED)

☐ Elementary school ☐ Middle school ☐ High school ☐ Vocational training
☐ Some college ☐ College ☑ Graduate school

Interns: ☐ Some college ☐ Undergraduate ☐ Graduate ☐ Post graduate

University:	Date of undergraduate degree:	Date of graduate degree:
Texas A&M, College Station/Brite Divinity	[redacted]	[redacted]

ADDITIONAL LANGUAGES

Language	Speak	Read	Write
	☐ Fair ☐ Good ☐ Excellent	☐ Fair ☐ Good ☐ Excellent	☐ Fair ☐ Good ☐ Excellent
	☐ Fair ☐ Good ☐ Excellent	☐ Fair ☐ Good ☐ Excellent	☐ Fair ☐ Good ☐ Excellent

American Sign Language: ☐ Fair ☐ Good ☐ Excellent ☑ N/A

PREVIOUS VOLUNTEER EXPERIENCE

Organization	Position	Responsibilities
Ride On Center for Kids (ROCK)	side walker	side walking for children
Casas por Cristo	general volunteer	helped build homes
Dads of Great Students	general volunteer	office help
Reading Buddies	mentor	read to students

DATE(S) AND TIME(S) AVAILABLE

Days per week: 1 | Hours per week: 2

Comments:

ELECTRONIC SIGNATURE FOR VOLUNTEER AGREEMENT

☑ I understand that I am requesting volunteer placement requiring criminal history and Central Registry checks, and I authorize DFPS to complete these checks.

☑ I authorize DFPS to run an FBI criminal history check, which requires fingerprinting, if my role will have access to criminal history information.

☑ I understand that background checks are conducted on annually for DFPS volunteers. I authorize DFPS to conduct a criminal history and Central Registry check each year that I volunteer with DFPS.

☑ I understand that children in DFPS care have experienced trauma in their lives.

☑ I understand this trauma may manifest itself in extreme behaviors, which include foul language, outbursts, and physical aggression.

☑ I understand that my signature on this Electronic Signature Acknowledgement form is equivalent to my handwritten signature and is legally binding. An electronic signature has the same validity and meaning as my handwritten signature. I will not, at any time, repudiate the meaning of my electronic signature or claim that my electronic signature is not legally binding. I acknowledge and warrant the truthfulness of the information provided in this document.

Electronic signature of volunteer:	Date signed:
X Jason Hamilton	12/6/2022

CHECKLIST FOR VOLUNTEER COORDINATORS

For all volunteers:

☐ Complete volunteer application form and enter information in tracking system.
☐ Check personal references using telephone or mail reference check forms.
☐ Review Volunteer and Community Engagement Policy Handbook, sections 4000–8000.
☐ Select job placement with volunteer. If appropriate, complete background check.
☐ Complete Transportation Form 250c (if transporting or performing essential driving duties as an official part volunteer duty description).
☐ Review duties with volunteer.
☐ Review DFPS Volunteer Guidebook and Work Rules and Standards of Conduct.
☐ Review and sign Confidentiality Agreement (Form 251).
☐ Arrange on-the-job and formal training, when appropriate.
☐ Instruct volunteers to send you hours worked at the end of each month and enter them into the volunteer management site, VOMO.

For volunteers with direct client contact or access:

☐ Conduct criminal history and Central Registry check.
☐ Instruct volunteer to complete online direct-service trainings and sign Form 0249. The training and forms can be found at https://www.dfps.state.tx.us/Community/Volunteer/training.asp.
☐ For volunteer transporters and essentials drivers: Check auto insurance, valid driver license, and driving record, in accordance with Sec. 8600 of VCE Handbook.
☐ If the volunteer or intern will have access to any criminal history information, request fingerprinting for an FBI check.

For volunteers selected for computer access (see section 5800 of VCE Handbook):

☐ Conduct criminal history and Central Registry check.
☐ If the volunteer or intern will have access to any criminal history information, request fingerprinting for an FBI check.
☐ Completed Non-DFPS Staff Computer Security Agreement (Form 4047).
☐ Schedule volunteer for appropriate computer training.
☐ Complete Move/Add/Change (eMac).

SUPERVISOR OR VOLUNTEER COORDINATOR INFORMATION

Supervisor name:	Unit/Location:
Volunteer coordinator name:	Unit/Location:

Commissioners Court - Regular Session **17.**

Meeting Date: 01/17/2023

Acceptable Use Policy

Submitted By: Richard Semple, Information Technology

Department: Information Technology

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on the Acceptable Use Policy for Technology.

Background

This policy replaces the Electronic Use Policy. The policy was developed with Human Resources, Risk Management, and Legal and has been reviewed by several departments. This is a "foundational" policy for several others that are needed.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

AUP

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	01/12/2023 08:33 AM
Form Started By: Richard Semple		Started On: 01/11/2023 06:56 PM
Final Approval Date: 01/12/2023		

Williamson County Information Technology

Acceptable Use Policy - Technology

Sensitivity: None
Criticality: Critical
Primary Type: Policy

Summary

Purpose

The purpose of this policy is to establish acceptable parameters for use of all information systems authorized for deployment to provide public services and conduct county business and/or connected to Williamson County technology infrastructure.

Scope

This policy applies to all users as defined in this document. It is platform and technology neutral. This policy applies to all information and information systems used by Williamson County for conducting county business.

Definitions

Department

Unless specifically noted otherwise, the use of the word “department” or related forms of that word includes both Commissioners Court departments and all elected offices that utilize the Williamson County technology infrastructure.

Honeypot

A specially configured server, also known as a decoy server, designed to attract and monitor intruders in a manner such that their actions do not affect production systems.

Information System

Any technology used to collect, process, store, transmit, or display data in support of county department business objectives.

ITS Managed Information System

An information system that is managed or administered by Williamson County ITS (e.g., Kronos, Telestaff, Oracle, Microsoft 365, Agenda Quick, Performance Center).

Technology Asset

Any technology device or software/software license/software subscription used in the performance of assigned duties or connected to any network paid for by Williamson County or maintained by Williamson County Information and Technology Services (ITS).

User

Any employee, elected official, volunteer, intern, external agency employee, vendor, contractor, or 3rd-party that accesses Williamson County information system(s) or technology asset(s).

Workstation (Endpoint)
Refers to computers used by employees for business purposes. Typically, these will be Dell or Panasonic PC devices running Windows. Workstation and endpoint are used interchangeably.

Roles and Responsibilities

- Users are required to adhere to this policy while using any county information system.
- Users shall conduct themselves in a professional, responsible, and courteous manner at all times.
- Managers are required to inform all employees of this policy and ensure each employee understands and undertakes to comply with this policy.

Policy

This policy shall be referenced during Microsoft Windows log in to any county-managed computer. All County information systems are County property provided for the conducting of County business. Users shall be aware that communications, logs, data, or records collected, stored, or transmitted by information systems are subject to routine operational review, data breach investigations, or legal review as required by law.

A. Information Sharing and Confidentiality

Those within the scope of this policy shall:

1. Assume responsibility for release of county-related information to the public.
2. Comply with the Williamson County Access Control Policy and Data Management Policy.
3. Not read, view, or listen to other employees' electronic communications without a legitimate business need and appropriate permissions.
4. Be prudent and cautious when introducing audio, video, or software medium to an information system or device.
5. Be prudent and cautious when opening attachments or accessing links from within emails; and
6. Maintain current training in accordance with the Cybersecurity Awareness Training Policy.

B. Use of Internet

1. Except where expressly prohibited by a supervisor, limited personal use of county workstations is allowed when such activity does not impact either the user's assigned function or the security or privacy of the County's data. Users are expected to promote efficient use of information resources, consistent with County business objectives.
2. Users assume risks associated with accessing their personal accounts and information using county devices. ITS strongly recommends not saving personal information (bookmarks, passwords, etc..) on county-managed devices.
3. Williamson County reserves the right to restrict access to certain web locations.
4. Based on the business need to communicate with all County employees, only certain users have the authority to send electronic communications to all users.
5. Any elected official or department head may designate one or more individuals within their own department to send electronic communications to all employees within their own department even if the number of employees in that department exceeds the limit set by technical controls.

C. Security Controls

1. Passwords
    a. Passwords shall be created and maintained in accordance with Access Controls Standards and Procedures.
    b. Access to County systems and software is limited to authorized personnel with appropriate credentials. ITS requires security controls for user access to systems.
    c. Users shall not share work-related password information with anyone for any reason unless failure to do so presents a clear threat to life or property.
2. Hardware and Software
    a. Users shall ***immediately report loss, theft, destruction, or unauthorized use of County information systems or restricted / confidential information or potential compromise of information systems*** to their immediate supervisor or ITS in accordance with the Data Management Policy.
    b. ALL hardware connected to the County network or to a County computer (wired or wireless) must adhere to minimum security standards for Access Control and applicable policies and shall be assessed and validated by ITS for use. *For security reasons, some of these standards are Internal Use Only, and published to restricted audiences. Contact the ITS Service Desk for assistance with hardware evaluation and deployment.*
    c. ALL software introduced to county information systems including county mobile devices shall be centrally catalogued, even if the software is not maintained by ITS, to allow for audit against current threats / CVEs (Common Vulnerabilities and Exposures), and mitigation of threats reported by The MITRE Corporation, U.S. Department of Homeland Security, and / or the Cybersecurity and Infrastructure Security Agency (CISA).
    d. ***Workstations shall not be used to copy non-work-related software from one storage medium to another***.
    e. Technical security controls for any peripheral connected to the county network or a county workstation shall be applied in accordance with currently adopted Standards and Procedures associated with County Access Controls and Data Management policies.
3. Training, Education, and Remediation
    a. ITS is responsible for ensuring compliance with mandates for **annual** cybersecurity awareness training in accordance with Texas state law.
    b. Cybersecurity Awareness Training is governed by the current County Cybersecurity Awareness Training Policy.
    c. Users are responsible for timely completion of required training related to information security in the performance of duties as a condition of continued access to county information systems.
    d. Users shall be accountable for activities and habits resulting in potential compromise of County information systems and shall be expected to remediate known behavioral errors by education targeted to correct those errors (e.g., as result of controlled phishing tests / scenarios) as a condition of continued access to ITS managed information systems.

e. Elected officials and department heads (or their designees) are responsible for ensuring compliance with job-specific training requirements that may include content not present in annual cybersecurity awareness training (e.g., CJIS, FERPA, HIPAA, etc.).

D. Endpoint Management

1. ITS shall be responsible for making software security patches / updates available to users.
2. Users shall be responsible for allowing the installation of security and feature patches.
3. Critical software operating system patches shall be subject to requirement of installation within one (1) business day of being made available to end users.
4. **Under no circumstances shall unauthorized software be installed on County information systems.**

E. Hostile Workplace

1. Abusive, harassing, bigoted, demeaning, obscene, and profane messages using any county-managed communications medium or county device are strictly prohibited. These communications can result in criminal and/or civil liability or other penalties for the individual and the County.
2. Users or witnesses shall report any incidents of the sort listed in Section E, paragraph 1 of this policy immediately. Incidents should be reported to a supervisor or Human Resources.
3. Reports involving hostility in the workplace shall be referred to Human Resources with the full cooperation of ITS.

F. Explicit Violation Examples

1. General Explicit Violations
   a. Communications that violate the provisions of this policy
   b. Engaging in or enabling illegal activity using any County technology, including access to unlicensed copyrighted, pirated, or otherwise illicit materials
   c. Unauthorized use of, access to, or disclosure of Confidential Information, as defined in federal or state law, or by the Data Management Policy
   d. Using County technology to create or contribute to an unsafe or hostile workplace
   e. Unauthorized provision of lists of or information about County employees or customers to parties outside of the County
   f. Introduction or injection or assisting in the introduction of malicious code or technology into the County network by negligence, malfeasance, or wonton disregard of County policy
   g. Repurposing or disposal of a county device without destroying associated storage media, in accordance with County Data Management Policy and associated asset transfer standards
   h. Careless positioning of display monitors in view of publicly accessible areas
   i. **Posting or disclosure of sensitive or confidential information on social media.** For further clarification, please contact the department's custodian or records or hiring manager.
2. System and Applications Use Explicit Violations
   a. The posting of passwords in an area visible to those other than the user

b. Introduction of any software to any county device without explicit consent by documented exception by ITS

c. Circumvention of any authentication or security system

d. Executing an undocumented change to a County information system outside of published change management standards or the technology trouble reporting system

e. Performing break/fix troubleshooting of County information systems without appropriate documentation and communication to ITS management

3. Network Use Explicit Violations
   a. Connection of unauthorized devices to the County network, wired or wireless
   b. Conducting any unauthorized network communication activity, including:
      i. Use of accounts that are not the user's account
      ii. Installation of honeypots, honeynets, or similar tools unless those activities are defined within the user's job description and duties
      iii. Interference with or denial of service to any County information system management tools, unless those activities are defined within the user's job description and duties
      iv. Port or security scanning without direct and documented approval of the Chief Information Officer for Williamson County Information Technology (CIO) or designee.

4. Email Misuse Explicit Violations
   a. Intentionally distributing spam, solicitations, or advertising material to individuals who did not request it
   b. Harassment of any kind
   c. Harvesting or attempting to harvest user credentials or protected information, unless as part of an ITS-sanctioned security assessment
   d. Misrepresentation of the County using County information systems

Exceptions

Exceptions to technology-related policies, standards, and procedures must be documented via the Policy Exception Procedure and approved by the department head of the department requesting the exception, and by Williamson County ITS. Certain exception may require authorization by or consultation with Williamson County Human Resources, Purchasing, Facilities, Legal Counsel, Risk Management, Auditor's Office, Budget Office, or Commissioner's Court.

Violations

Violations of this policy are subject to immediate remediation in the interest of the security of county assets and resources. Immediate remediation may involve quarantine of hardware from connection to Williamson County Information Systems. Misuse or abuse, intentional or unintentional, malicious, or benign, of electronic systems and services may result in the temporary suspension or permanent revocation of user credentials and disciplinary action, up to and including termination of employment.

Related Statutes, Policies, and Authorities

Access Control Policy and Standards
Data Management Policy and Standards
Cybersecurity Awareness Training Policy
Policy Exception Standard and Procedure (via Employee Portal)

Contact Office

Except as otherwise stated herein, the contact for questions or clarifications pertaining to this policy may be directed to a user's department leadership. Department leadership should contact the ITS Service Desk for appropriate routing. ITS Service Desk hours are 0500 – 2000 on county working days.

Employee Portal: ServiceNow
Email: servicedesk@wilco.org
Phone: 512-943-1456

Administrative Notes

Policy Class: Risk Management
Policy Family: Information Security
Policy: Acceptable Use Policy

Responsible: ITS Director of Policy
Accountable: ITS CIO
Consulted: Human Resources, Risk Management, Legal Counsel
Informed: All Users, with Attestation

Revision History

Version	Date	Description
2.0	01/17/2023	Adoption by Commissioner's Court
1.2	11/22/2022	Changes applied based on legal, HR, and risk management review. Prior version archived in DMS.
1.1	9/22/2022	Significant Changes applied. Updated for current county operations environment. Renamed to, "Acceptable Use Policy."
1	1/9/2008	First version. "Appendix B – Electronic Systems Use Policy

Commissioners Court - Regular Session **18.**

Meeting Date: 01/17/2023

Cybersecurity Awareness Training Policy

Submitted By: Richard Semple, Information Technology

Department: Information Technology

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on the Cybersecurity Awareness Training Policy.

Background

This policy contains some revisions to the version last approved by the Commissioner's Court on 11/5/2019. The County is required to conduct annual cybersecurity awareness training for all information system users per Texas HB 3834, and this policy outlines the requirements and deadlines.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Cyber Training Policy

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	01/12/2023 08:52 AM
Form Started By: Richard Semple		Started On: 01/11/2023 07:11 PM
Final Approval Date: 01/12/2023		

Williamson County Information Technology

Cybersecurity Awareness Training Policy

Sensitivity: None
Criticality: High
Primary Type: Policy

Summary

Purpose

Properly educating users about information security, best practices and risks serves to help reduce overall information security risks and probability of incidents. All users are required to complete Security Awareness Training to standards set by the State on an annual basis (in accordance with HB 3834). **Some users are required to complete additional training,** per Texas CJIS and the Department of State Health Services**. That additional training is not under the purview of Williamson County IT.**

Scope

This policy applies to all users of Williamson County Information Systems, as defined in this document.

Definitions

Department
Unless specifically noted otherwise, the use of the word "department" or related forms includes both Commissioners Court departments and all other elected offices that utilize the Williamson County technology infrastructure.

Department Head
A user or employee responsible for fiscal activities under the budget cost center(s) for which they have signature approval authority (or) the chief official responsible for the activities within the domain of their primary jurisdiction and charter.

Information System
Any technology used to collect, process, store, transmit, or display data in support of county department business objectives.

ITS-Managed Information System
An information system that is managed or administered by Williamson County ITS. (e.g., Kronos, Telestaff, Oracle, Microsoft 365, Agenda Quick, Performance Center)

User
Any employee, elected official, volunteer, intern, external agency employee, vendor, contractor, or 3rd-party that accesses Williamson County information, information system(s) or technology asset(s**)**

Policy

Roles and Responsibilities

- Williamson County is required to administer cybersecurity awareness training in accordance with state law.
- Users are responsible for completion of requisite training prior to the deadline.
- Department management is responsible for ensuring that users under their supervision have access to resources required to complete training.
- Departmental leaders or elected officials are responsible for ensuring compliance.

A. Regulatory Requirements

1. Texas HB 3834 requires all Williamson County information systems users to complete cyber security awareness training **on an annual basis**.
2. For Williamson County, the training requirement extends to vendors, contract and temp labor, and other applicable persons that access County data and the County computer network.
3. **ADDITIONALLY**, Texas Department of Public Safety (DPS) requires that all employees, contractors, and others with access to Texas Criminal Justice Information System (CJIS) data complete cyber security awareness at least **every 2 years**.
4. **ADDITIONALLY**, Texas Department of State Health Services (DSHS) requires that all employees and contractors with access to DSHS-regulated data take approved cyber security awareness training **on an annual basis**.
5. **Reporting**
    i. Williamson County IT shall report compliance to the Texas Department of Information Resources (DIR) annually
    ii. Certification is required for certain grants. A current certificate of compliance shall be posted at a location accessible to employees from the County Employee 365 / SharePoint Portal

B. Training

1. Training in information security practices in use at Williamson County shall be provided by the county on an annual basis for all employees.
2. Training shall be conducted online and in accordance with Texas HB 3834.
3. Ongoing training throughout the year shall include tactical attempts by authorized resources to assess practical compliance with training content (e.g., through authorized phishing scenarios and controlled campaigns.

C. Training Requirements

1. Training shall be provided for all users.
2. **Users that do not complete required training by published deadlines (see below) shall be subject to suspension of network and ITS-managed information system access.**

D. Timeframes and Deadlines

1. The deadline completion of ANNUAL cybersecurity awareness training shall be **May 31st** each year due to the effective date of Texas HB 3834. This accommodates legally required state reporting constraints.
2. New employees are required to complete the training within 30 days of hire date.

E. Employee Communication

Aspects of communication with users includes:

1. Posting links to cybersecurity material on the Employee Portal
2. Bi-annual email reminders to all employees

F. Security Audits

Williamson County IT encourages all departments and users to audit their respective offices and work areas for application of acceptable security practices and compliance with county policies and standards. IT is available to consult or provide for any security audit services and report on the findings; as well as provide guidance for securing offices and workspaces.

Exceptions

Any exception must be documented, submitted to, and approved by the Williamson County CIO. Training requirements do not apply to employees and officials who, while the below conditions are applicable, have been:

1. Granted military leave
2. Granted leave under the Family and Medical Leave Act of 1993 (29 USC Section 2601 et seq)
3. Granted leave related to a sickness or disability covered by workers' compensation benefits, if that employee no longer has access to Williamson County Information Technology resources
4. Granted any other type of extended leave
5. Granted authorization to work from an alternative location if that employee no longer has access to Williamson County IT resources
6. Denied access to Williamson County's computer system or databases by the Williamson County Commissioners Court

Violations

Users not completing the required annual training by the deadline will have limited access to the Williamson County network environment. These resources will only be fully restored when required training has been completed.

Non-compliance with the legislation responsible for this policy (Texas HB 3834 and its amendments) could result in loss of grant funding from state resources and penalties to the county.

Related Statutes, Policies, and Authorities

Texas Government Code Title 10, B, 2054
Texas House Bill 3834. 86th Legislature. 2019

Appendix

Training materials can be accessed via the Williamson County 365 Employee Portal.
https://wilco365.sharepoint.com/home

Contact Office

Except as otherwise stated herein, the contact for questions or clarifications pertaining to this policy may be directed to a user's department leadership. Department leadership should contact the ITS Service Desk for appropriate routing. ITS Service Desk hours are 0500 – 2000 on county working days.

Employee Portal: ServiceNow
Email: servicedesk@wilco.org
Phone: 512-943-1456

Administrative Notes

Policy Class: Risk Management
Policy Family: Information Security
Policy: IT Cybersecurity Awareness Training

Responsible: ITS Director, GRC
Accountable: ITS CIO
Consulted: Gartner Consulting, Texas Department of Information Resources (DIR), Williamson County Legal Counsel
Informed: All Users with Attestation

Revision History

Version	Date	Description
2.0	01/17/2023	Adoption by Williamson County Commissioners Court
1.2	09/09/2022	Updated: Information from Texas HB 1118 (87R) exceptions added Added Roles and Responsibilities section (**Gartner** recommend) Requirements clarified: use of DIR-certified training materials Clarified deadlines appropriate to current state (DIR reporting) cycles Added this Revision History table
1.1	02/29/2022	Update to modern IT policy template
1.0	10/29/2019	Original adoption pursuant to Texas HB 3834

Commissioners Court - Regular Session **19.**

Meeting Date: 01/17/2023

Approval of Agreement for Enterprise Jury Summons Software for IT Department

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the agreement #2023113 between Williamson County and Tyler Technologies for Enterprise Jury Summons Software, pursuant to Sourcewell Contract #110515-TTI, and authorizing the execution of the Amendment.

Background

Tyler's Enterprise Jury Summons Software makes summons, reporting, and payment simple and efficient. The original contract with Tyler Technologies was approved in Commissioner's Court on 6/30/2020. This amendment increases the county's summons and questionnaire production from 60,000 to 100,000 documents per year and decreases the cost per summons from $0.56 to $0.54, for a total recurring services fee of $54,000.00. IT, Legal, and Contract Audit have reviewed this agreement. The department point of contact is Deanna Saucedo.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Tyler Technologies Amendment for Jury Summons

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	01/12/2023 07:24 AM
County Judge Exec Asst.	Becky Pruitt	01/12/2023 08:19 AM
Form Started By: Mary Watson		Started On: 01/10/2023 08:11 AM
Final Approval Date: 01/12/2023		

AMENDMENT

This amendment ("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Amendment Effective Date"), by and between Tyler Technologies, Inc. with offices at 5101 Tennyson Parkway, Plano, TX 75024 ("Tyler") and Williamson County, Texas, with offices at 710 Main Street, Ste. 101, Georgetown, TX 78626 ("Client").

WHEREAS, Tyler and the Client are parties to an agreement dated June 30, 2020 ("Agreement"); and

WHEREAS, Tyler and Client desire to amend the terms of the Agreement as provided herein.

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and the Client agree as follows:

1. As of the Amendment Effective Date, the Annual Estimate, as such term is defined in Exhibit E of the Agreement, for Client's summons/questionnaire production included with the Summons Direct service is hereby increased from 60,000 to 100,000 documents per year. The cost per summons is hereby decreased from $0.56 to $0.54, for a total annual recurring services fee of $54,000.00, as set forth in the investment summary attached as Exhibit 1 to this Amendment.

2. Upon the Amendment Effective Date, Tyler shall invoice Client for the increase in fees for the current term in the amount of $20,400.00, and payment shall be due thirty (30) days thereafter. Subsequent Summons Direct fees shall be invoiced annually in advance, in the amount of $54,000.00, in accordance with the terms of the Agreement as modified by this Amendment.

3. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement. Except as expressly indicated in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below.

Tyler Technologies, Inc.	Williamson County, Texas
By: Sherry Clark (Jan 10, 2023 10:35 CST)	By:
Name: Sherry Clark	Name:
Title: Group General Counsel	Title:
Date: 1/10/23	Date:

Exhibit 1
Amendment Investment Summary

The following Amendment Investment Summary details the software and services to be delivered by us to you under this Amendment. This Amendment Investment Summary is effective as of the Amendment Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

In the event a comment in the following sales quotation conflicts with a provision of this Amendment, the provision in this Amendment shall control.

Software	
Recurring Services	**Recurring Cost**
Enterprise Jury Summons (Not to Exceed 100,000 summons @ $0.54/pcs)*	$54,000
Recurring Cost Total	**$54,000**
Project Total	**$54,000**

NOTES:

* Excludes Postage-Tyler assumes the client will be responsible for obtaining and maintaining the USPS postal permit for the use of SummonsDirect.

Commissioners Court - Regular Session **20.**

Meeting Date: 01/17/2023

Approval of Agreement for LiveScan and Digicap Software Maintenance and Support with Idemia Identity and Security USA LLC for Juvenile Justice Center

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 agreement #2023105 between Williamson County and Idemia Identity and Security USA LLC for LiveScan and Digicap Software Maintenance and Support in the amount of $3,459.00 and authorizing the execution of the agreement and addendum.

Background

The approval of this maintenance and support agreement will benefit the Williamson County Juvenile Justice Center with the extension of the LiveScan Ruggedized Mugshot Capture and Printer. The system captures biometric identity information such as fingerprints, palm prints, and mugshots. This agreement will extend the services though 02.23.2024. The total cost is $3,459.00. Legal, Contract Audit, Auditor's Office and IT have approved this agreement and addendum. The line item expenditure is being charged to 01.0100.0576.003011. The department point of contact is Roberto Lopez.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Idemia Addendum Redacted

Idemia Agreement Redacted

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	01/12/2023 07:11 AM
County Judge Exec Asst.	Becky Pruitt	01/12/2023 08:18 AM
Form Started By: Misty Brooks		Started On: 01/09/2023 08:26 AM
Final Approval Date: 01/12/2023		

THE STATE OF TEXAS §
COUNTY OF WILLIAMSON §

COUNTY ADDENDUM FOR LIVESCAN SOFTWARE MAINTENANCE & SUPPORT

(Juvenile Justice Center)

(Idemia Identity & Security USA LLC)

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

THIS CONTRACT ADDENDUM is made and entered into by and between **Williamson County, Texas** (hereinafter "Customer" or "The County" or "Williamson County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Idemia Identity & Security USA LLC** (hereinafter "Idemia" or "Seller"). Customer agrees to engage Idemia as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

I.

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

A. Idemia Maintenance & Support Agreement [redacted]; and
B. This Williamson County Addendum ("County Addendum").

In the event a dispute arises between terms and conditions of this County Addendum; and (2) the Maintenance & Support Agreement [redacted], applicable documents will be referred to for the purpose of Clarification or for additional detail in the following order of precedence: (1) terms and conditions of this County Addendum; and (2) the Maintenance & Support Agreement #[redacted].

II.

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

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

III.

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

IV.

Compliance with All Laws: Customer and Idemia agree to and will comply with any and all local, state or federal laws with respect to the services rendered under this Agreement.

V.

Payment: Idemia will be compensated as set forth in the Idemia Maintenance & Support Agreement [redacted] (Support Plan Options and Pricing Worksheet), which is incorporated herein as if copied in full.

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

VI.

Termination for Convenience: This agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon

giving 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.

VII.

Right to Audit: Idemia agrees that Customer or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of Idemia which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Idemia agrees that Customer shall have access during normal working hours to all necessary Idemia facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. Customer shall give Idemia reasonable advance notice of intended audits. In no circumstances will Idemia be required to create or maintain documents not kept in the ordinary course of Idemia' business operations, nor will Idemia be required to disclose any information, including but not limited to product cost data, which it considers confidential or proprietary.

VIII.

Mediation: The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on the contracts relevant to this contract. The parties expressly agree and acknowledge that Customer does not agree to arbitration.

IX.

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

X.

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

XI.

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

WITNESS the signatures of all parties in duplicate originals to be effective as of the date of the last party's execution below.

WILLIAMSON COUNTY:	IDEMIA:
_____	_____ Casey Mayfield, Vice President
Authorized Signature	Authorized Signature
Date:_____, 2023	Date: December 6, 2023, 2023

5515 East La Palma Ave., Suite 100
Anaheim, CA 92807
Tel: (714) 632-2180
Fax: (714) 238-2049

January 4, 2023

Williamson County Juvenile Justice Center
200 Wilco Way
Georgetown, TX 78626

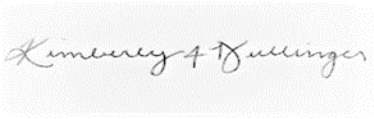
RE: Maintenance and Support Agreement [redacted]

By means of this letter, Idemia Identity & Security USA LLC ("IDEMIA" or "Seller") hereby extends **Williamson County Juvenile Justice Center** Maintenance and Support Agreement for the period **02/24/2023** through **02/23/2024** per the Terms and Conditions below.

Please indicate acceptance of this agreement by signing in the acceptance block below and returning it to my attention via Email at kimberly.dullinger@us.idemia.com at your soonest convenience.

If you have any questions or need further clarification, please contact me at (714) 632-2180 or e-mail kimberly.dullinger@us.idemia.com. Thank you in advance.

Thank you,



Kimberly J. Dullinger
Maintenance Agreement Specialist II
Idemia Identity & Security USA LLC

Accepted by:

IDEMIA IDENTITY & SECURITY USA LLC



Signed by: _____

Printed Name: Casey Mayfield

Title: Vice President

Date: January 25, 2022

WILLIAMSON COUNTY JUVENILE JUSTICE CENTER

Signed by: _____

Printed Name: _____

Title: _____

Date: _____

Please note this is not an invoice. An invoice will be provided after receipt of the signed document or purchase order.

Description of Covered Products

MAINTENANCE AND SUPPORT AGREEMENT NO. [redacted]

CUSTOMER: **Williamson County Juvenile Justice Center**

The following table lists the Products under maintenance coverage:

Product	Description	Node	$
LiveScan & Printer	LiveScan – Ruggedized W/ Mugshot Capture – W10 – Installed 02/24/2020 -Printer, Black & White Tenprint Card, Duplexer	TXTPE40503	$3,238.00
Digicap	TPE-HWOX-DIGCAP HWOX- DIGCAP- W95 TP-HWOX-DIGCAPC	N/A	$221.00

Support Plan Options and Pricing Worksheet

Maintenance and Support Agreement # [redacted] **Date** January 4, 2023

New Term Effective **Start** 02/24/2023 **End** 02/23/2024

STANDARD SUPPORT

☒ ***Advantage*** **– Software Support**

- ♦ Telephone Response: 2 Hour
- ♦ Remote Dial-In Analysis
- ♦ Unlimited Telephone Support
- ♦ Standard Releases & Updates
- ♦ Software Customer Alert Bulletins
- ♦ Automatic Call Escalation
- ♦ Supplemental Releases & Updates
- ♦ 8 a.m. – 5 p.m. Monday to Friday PPM

☒ **On-Site Hardware Support**

- ♦ 8 a.m. – 5 p.m. Monday to Friday PPM
- ♦ Next Day PPM On-site Response
- ♦ Hardware Vendor Liaison
- ♦ Defective Parts Replacement
- ♦ Escalation Support
- ♦ Hardware Customer Alert Bulletins
- ♦ Hardware Service Reporting
- ♦ Product Repair
- ♦ Equipment Inventory Detail Management

☒ **Parts Support**

- ♦ Parts Ordered & Shipped Next Business Day
- ♦ Parts Customer Alert Bulletins

** If customer is providing their own on-site hardware support, the following applies:*

- ➢ Customer Orders & Replaces Parts
- ➢ Telephone Technical Support for Parts Replacement Available

GRAND TOTAL	**$ 3,459.00**

PLEASE PROVIDE A COPY OF YOUR CURRENT TAX EXEMPTION CERTIFICATE (if applicable)

This Support Plan is a Statement of Work that provides a description of the support to be performed.

1. Services Provided. The Services provided are based on the Severity Levels as defined herein. Each Severity Level defines the actions that will be taken by Seller for Response Time, Target Resolution Time, and Resolution Procedure for reported errors. Because of the urgency involved, Response Times for Severity Levels 1 and 2 are based upon voice contact by Customer, as opposed to written contact by facsimile or letter. Resolution Procedures are based upon Seller's procedures for Service as descr bed below.

Severity Level	Definition	Response Time	Target Resolution Time
1	Total System Failure - occurs when the System is not functioning and there is no workaround; such as a Central Server is down or when the workflow of an entire agency is not functioning.	Telephone conference within 1 hour of initial voice notification	Resolve within 24 hours of initial notification
2	Critical Failure - Critical process failure occurs when a crucial element in the System that does not proh bit continuance of basic operations is not functioning and there is usually no suitable work-around. Note that this may not be applicable to intermittent problems.	Telephone conference within 3 Standard Business Hours of initial voice notification	Resolve within 7 Standard Business Days of initial notification
3	Non-Critical Failure - Non-Critical part or component failure occurs when a System component is not functioning, but the System is still useable for its intended purpose, or there is a reasonable workaround.	Telephone conference within 6 Standard Business Hours of initial notification	Resolve within 180 days in a Seller-determined Patch or Release.
4	Inconvenience - An inconvenience occurs when System causes a minor disruption in the way tasks are performed but does not stop workflow.	Telephone conference within 2 Standard Business Days of initial notification	At Seller's discretion, may be in a future Release.
5	Customer request for an enhancement to System functionality is the respons bility of Seller's Product Management.	Determined by Seller's Product Management.	If accepted by Seller's Product Management, a release date will be provided with a fee schedule, when appropriate.

1.1 Reporting a Problem. Customer shall assign an initial Severity Level for each error reported, either verbally or in writing, based upon the definitions listed above. Because of the urgency involved, Severity Level 1 or 2 problems must be reported verbally to the Seller's call intake center. Seller will notify the Customer if Seller makes any changes in Severity Level (up or down) of any Customer-reported problem.

1.2 Seller Response. Seller will use best efforts to provide Customer with a resolution within the appropriate Target Resolution Time and in accordance with the assigned Severity Level when Customer allows timely access to the System and Seller diagnostics indicate that a Residual Error is present in the Software. Target Resolution Times may not apply if an error cannot be reproduced on a regular basis on either Seller's or Customer's Systems. Should Customer report an error that Seller cannot reproduce, Seller may enable a detail error capture/logging process to monitor the System. If Seller is unable to correct the reported Residual Error within the specified Target Resolution Time, Seller will escalate its procedure and assign such personnel or designee to correct such Residual Error promptly. Should Seller, in its sole discretion, determine that such Residual Error is not present in its Release, Seller will verify: (a) the Software operates in conformity to the System Specifications, (b) the Software is being used in a manner for which it was intended or designed, and (c) the Software is used only with approved hardware or software. The Target Resolution Time shall not commence until such time as the verification procedures are completed.

1.3 Error Correction Status Report. Seller will provide verbal status reports on Severity Level 1 and 2 Residual Errors. Written status reports on outstanding Residual Errors will be provided to System Administrator on a monthly basis.

2. Customer Responsibility.

2.1 Customer is responsible for running any installed anti-virus software.

2.2 Operating System ("OS") Upgrades. Unless otherwise stated herein, Customer is respons ble for any OS upgrades to its System. Before installing any OS upgrade, Customer should contact Seller to verify that a given OS upgrade is appropriate.

3. Seller Responsibility.

3.1 Anti-virus software. At Customer's request, Seller will make every reasonable effort to test and verify specific anti-virus, anti-worm, or anti-hacker patches against a replication of Customer's application. Seller will respond to any reported problem as an escalated support call.

3.2 Customer Notifications. Seller shall provide access to (a) Field Changes; (b) Customer Alert Bulletins; and (c) hardware and firmware updates, as released and if applicable.

3.3 Account Reviews. Seller shall provide annual account reviews to include (a) service history of site; (b) downtime analysis; and (c) service trend analysis.

3.4 Remote Installation. At Customer's request, Seller will provide remote installation advice or assistance for Updates.

3.5 Software Release Compatibility. At Customer's request, Seller will provide: (a) current list of compatible hardware operating system releases, if applicable; and (b) a list of Seller's Software Supplemental or Standard Releases

3.6 On-Site Correction. Unless otherwise stated herein, all suspected Residual Errors will be investigated and corrected from Seller's facilities. Seller shall decide whether on-site correction of any Residual Error is required and will take appropriate action.

4. Compliance to Local, County, State and/or Federal Mandated Changes. *(Applies to Software and interfaces to those Products)* Unless otherwise stated herein, compliance to local, county, state and/or federally mandated changes, including but not limited to IBR, UCR, ECARS, NCIC and state interfaces are not part of the covered Services.

(The below listed terms are applicable only when the Maintenance and Support Agreement includes (a) Equipment which is shown on the Description of Covered Products, Exhibit A to the Maintenance.)

5. On-site Product Technical Support Services. Seller shall furnish labor and parts required due to normal wear to restore the Equipment to good operating condition.

5.1 Seller Response. Seller will provide telephone and on-site response to Central Site, defined as the Customer's primary data processing facility, and Remote Site, defined as any site outside the Central Site, as shown in Support Plan Options and Pricing Worksheet.

5.2 At Customer's request, Seller shall provide continuous effort to repair a reported problem beyond the PPM. Provided Customer gives Seller access to the Equipment before the end of the PPM, Seller shall extend a two (2) hour grace period beyond PPM at no charge. Following this grace period, any additional on-site labor support shall be invoiced on a time and material basis at Seller's then current rates for professional services.

Terms & Conditions

Idemia Identity & Security USA LLC, ("IDEMIA" or "Seller") having a principal place of business at 5515 East La Palma Avenue, Suite 100, Anaheim, CA 92807, and Williamson County Juvenile Justice Center ("Customer"), having a place of business at 200 Wilco Way, Georgetown, TX 78626, enter into this Maintenance and Support Agreement ("Agreement"), pursuant to which Customer will purchase and Seller will sell the maintenance and support services as described below and in the attached exh bits. Seller and Customer may be referred to individually as "party" and collectively as "parties."

For good and valuable consideration, the parties agree as follows.

Section 1. EXHIBITS

The Exhibits listed below are incorporated into and made a part of this Agreement. In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement will take precedence over the Exhibits and any inconsistency between the Exhibits will be resolved in the order in which they are listed below.

Exhibit-A "Description of Covered Products"

Exhibit-B "Support Plan"

Exhibit-C "Support Plan Options and Pricing Worksheet"

Section 2. DEFINITIONS

"Equipment" means the physical hardware purchased by Customer from Seller pursuant to a separate System Agreement, Products Agreement, or other form of agreement.

"IDEMIA" means Idemia Identity & Security USA LLC.

"IDEMIA Software" means Software that IDEMIA or Seller owns. The term includes Product Releases, Standard Releases, and Supplemental Releases.

"Non-IDEMIA Software" means Software that a party other than IDEMIA or Seller owns.

"Optional Technical Support Services" means fee-based technical support services that are not covered as part of the standard Technical Support Services.

"Patch" means a specific change to the Software that does not require a Release.

"Principal Period of Maintenance" or "PPM" means the specified days, and times during the days, that maintenance and support services will be provided under this Agreement. The PPM selected by Customer is indicated in the Support Plan Options and Pricing Worksheet.

"Products" means the Equipment (if applicable as indicated in the Description of Covered Products) and Software provided by Seller.

"Releases" means an Update or Upgrade to the IDEMIA Software and are characterized as "Supplemental Releases," "Standard Releases," or "Product Releases." A "Supplemental Release" is defined as a minor release of IDEMIA Software that contains primarily error corrections to an existing Standard Release and may contain limited improvements that do not affect the overall structure of the IDEMIA Software. Depending on Customer's specific configuration, a Supplemental Release might not be applicable. Supplemental Releases are identified by the third digit of the three-digit release number, shown here as underlined: "1.2.3". A "Standard Release" is defined as a major release of IDEMIA Software that contains product enhancements and improvements, such as new databases, modifications to databases, or new servers. A Standard Release may involve file and database conversions, System configuration changes, hardware changes, additional training, on-site installation, and System downtime. Standard Releases are identified by the second digit of the three-digit release number, shown here as underlined: "1.2.3". A "Product Release" is defined as a major release of IDEMIA Software considered to be the next generation of an existing product or a new product offering. Product Releases are identified by the first digit of the three-digit release number, shown here as underlined: "1.2.3". If a question arises as to whether a Product offering is a Standard Release or a Product Release, IDEMIA's opinion will prevail, provided that IDEMIA treats the Product offering as a new Product or feature for its end user customers generally.

"Residual Error" means a software malfunction or a programming, coding, or syntax error that causes the Software to fail to conform to the Specifications.

"Services" means those maintenance and support services described in the Support Plan and provided under this Agreement.

"Software" means the IDEMIA Software and Non-IDEMIA Software that is furnished with the System or Equipment.

"Specifications" means the design, form, functionality, or performance requirements described in published descriptions of the Software, and if also applicable, in any modifications to the published specifications as expressly agreed to in writing by the parties.

"Standard Business Day" means Monday through Friday, 8:00 a.m. to 5:00 p.m. local time, excluding established IDEMIA holidays.

"Standard Business Hour" means a sixty (60) minute period of time within a Standard Business Day(s).

"Start Date" means the date upon which this Agreement begins. The Start Date is specified in the Support Plan Options and Pricing Worksheet.

"System" means the Products and services provided by Seller as a system as more fully described in the Technical and Implementation Documents attached as exhibits to a System Agreement between Customer and Seller (or IDEMIA).

"Technical Support Services" means the remote telephonic support provided by Seller on a standard and centralized basis concerning the Products, including diagnostic services and troubleshooting to assist Customer in ascertaining the nature of a problem being experienced by the Customer, minor assistance concerning the use of the Software (including advising or assisting the Customer in attempting data/database recovery, database set up, client-server advice), and assistance or advice on installation of Releases provided under this Agreement.

"Update" means a Supplemental Release or a Standard Release.

"Upgrade" means a Product Release.

Section 3. SCOPE AND TERM OF SERVICES

3.1. In accordance with the provisions of this Agreement and in consideration of the payment by Customer of the price for the Services, Seller will provide to Customer the Services in accordance with Customer's selections as indicated in the Support Plan Options and Pricing Worksheet, and such Services will apply only to the Products described in the Description of Covered Products.

3.2. Unless the Support Plan Options and Pricing Worksheet expressly provides to the contrary, the term of this Agreement is one (1) year, beginning on the Start Date. This annual maintenance and support period will automatically renew upon the anniversary date for successive one (1) year periods unless either party notifies the other of its intention to not renew the Agreement (in whole or part) not less than thirty (30) days before the anniversary date or this Agreement is terminated for default by a party.

3.3. This Agreement covers all copies of the specified Software listed in the Description of Covered Products that are licensed by Seller to Customer. If the price for Services is based upon a per unit fee, such price will be calculated on the total number of units of the Software that are licensed to Customer as of the beginning of the annual maintenance and support period. If, during an annual maintenance and support period, Customer acquires additional units of the Software that is covered by this Agreement, the price for maintenance and support services for those additional units will be calculated and added to the total price either (1) if and when the annual maintenance and support period is renewed or (2) immediately when Customer acquires the additional units, as IDEMIA determines. Seller may adjust the price of the maintenance and support services effective as of a renewal if it provides to Customer notice of the price adjustment at least forty-five (45) days before the expiration of the annual maintenance and support period. If Customer notifies Seller of its intention not to renew this Agreement as permitted by Section 3.2 and later wishes to reinstate this Agreement, it may do so with Seller's consent provided (a) Customer pays to Seller the amount that it would have paid if Customer had kept this Agreement current, (b) Customer ensures that all applicable Equipment is in good operating conditions at the time of reinstatement, and (c) all copies of the specified Software listed in the Description of Covered Products are covered.

3.4. When Seller performs Services at the location of installed Products, Customer agrees to provide to Seller, at no charge, a non-hazardous environment for work with shelter, heat, light, and power, and with full and free access to the covered Products. Customer will provide all information pertaining to the hardware and software with which the Products are interfacing to enable Seller to perform its obligations under this Agreement.

3.5. All Customer requests for covered Services will be made initially with the call intake center identified in the Support Plan Options and Pricing Worksheet.

3.6. Seller will provide to Customer Technical Support Services and Releases as follows:

3.6.1. Seller will provide unlimited Technical Support Services and correction of Residual Errors during the PPM in accordance with the exhibits. The level of Technical Support depends upon the Customer's selection as indicated in the Support Plan Options and Pricing Worksheet. Any Technical Support Services that are performed by Seller outside the contracted PPM and any Residual Error corrections that are outside the scope shall be billed at the then current hourly rates. Technical Support Services will be to investigate specifics about the functioning of covered Products to determine whether there is a defect in the Product and will not be used in lieu of training on the covered Products.

3.6.2. Unless otherwise stated in paragraph 3.6.3 or if the Support Plan Options and Pricing Worksheet expressly provides to the contrary, Seller will provide to Customer without additional license fees an available Supplemental or Standard Release after receipt of a request from Customer, but Customer must pay for any installation or other services and any necessary Equipment or third party software provided by Seller in connection with such Supplemental or Standard Release. Any services will be performed in accordance with a mutually agreed schedule.

3.6.3 Seller will provide to Customer an available Product Release after receipt of a request from Customer, but Customer must pay for all additional license fees, any installation or other services, and any necessary Equipment provided by Seller in connection with such Product Release. Any services will be performed in accordance with a mutually agreed schedule.

3.6.4. Seller does not warrant that a Release will meet Customer's particular requirement, operate in the combinations that Customer will select for use, be uninterrupted or error-free, be backward compatible, or that all errors will be corrected. Full compatibility of a Release with the capabilities and functions of earlier versions of the Software may not be technically feasible. If it is technically feas ble, services to integrate these capabilities and functions to the updated or upgraded version of the Software may be purchased at Customer's request on a time and materials basis at Seller's then current rates for professional services.

3.6.5. Seller's respons bilities under this Agreement to provide Technical Support Services shall be limited to the current Standard Release plus the two (2) prior Standard Releases (collectively referred to in this section as "Covered Standard Releases."). Notwithstanding the preceding sentence, Seller will provide Technical Support Services for a Severity Level 1 or 2 error concerning a Standard Release that precedes the Covered Standard Releases unless such error has been corrected by a Covered Standard Release (in which case Customer shall install the Standard Release that fixes the reported error or terminate this Agreement as to the applicable Software).

3.7. The maintenance and support Services described in this Agreement are the only covered services. Unless Optional Technical Support Services are purchased, these Services specifically exclude and Seller shall not be responsible for:

3.7.1. Any service work required due to incorrect or faulty operational conditions, including but not limited to Equipment not connected directly to an electric surge protector, or not properly maintained in accordance with the manufacturer's guidelines.

3.7.2. The repair or replacement of Products or parts resulting from failure of the Customer's facilities, Customer's personal property and/or devices connected to the System (or interconnected to devices) whether or not installed by Seller's representatives.

3.7.3. The repair or replacement of Equipment that has become defective or damaged due to physical or chemical misuse or abuse, Customer's negligence, or from causes such as lightning, power surges, or liquids.

3.7.4. Any transmission medium, such as telephone lines, computer networks, or the worldwide web, or for Equipment malfunction caused by such transmission medium.

3.7.5. Accessories, custom or Special Products; modified units; or modified Software.

3.7.6. The repair or replacement of parts resulting from the tampering by persons unauthorized by Seller or the failure of the System due to extraordinary uses.

3.7.7. Operation and/or functionality of Customer's personal property, equipment, and/or peripherals and any application software not provided by Seller.

3.7.8. Services for any replacement of Products or parts directly related to the removal, relocation, or reinstallation of the System or any System component.

3.7.9. Services to diagnose technical issues caused by the installation of unauthorized components or misuse of the System.

3.7.10 Services to diagnose malfunctions or inoperability of the Software caused by changes, additions, enhancements, or modifications in the Customer's platform or in the Software.

3.7.11 Services to correct errors found to be caused by Customer-supplied data, machines, or operator failure.

3.7.12. Operational supplies, including but not limited to, printer paper, printer ribbons, toner, photographic paper, magnetic tapes and any supplies in addition to that delivered with the System; battery replacement for uninterruptible power supply (UPS); office furniture including chairs or workstations.

3.7.13. Third-party software unless specifically listed on the Description of Covered Products.

3.7.14. Support of any interface(s) beyond Seller-provided port or cable, or any services that are necessary because third party hardware, software or supplies fail to conform to the specifications concerning the Products.

3.7.15. Services related to customer's failure to back up its data or failure to use an UPS system to protect against power interruptions.

3.7.16. Any design consultation such as, but not limited to, configuration analysis, consultation with Customer's third-party provider(s), and System analysis for modifications or Upgrades or Updates which are not directly related to a Residual Error report.

3.8. The Customer hereby agrees to:

3.8.1. Maintain any and all electrical and physical environments in accordance with the System manufacturer's specifications.

3.8.2. Provide standard industry precautions (e.g. back-up files) ensuring database security, per Seller's recommended backup procedures.

3.8.3. Ensure System accessibility, which includes physical access to buildings as well as remote electronic access. Remote access can be stipulated and scheduled with customer; however, remote access is required and will not be substituted with on-site visits if access is not allowed or available.

3.8.4. Appoint one or more qualified employees to perform System Administration duties, including acting as a primary point of contact to Seller's Customer Support organization for reporting and verifying problems, and performing System backup. At least one member of the System Administrators group should have completed Seller's End-User training and System Administrator training (if available). The combined skills of this System Administrators group should include proficiency with: the Products, the system platform upon which the Products operate, the operating system, database administration, network capabilities such as backing up, updating, adding, and deleting System and user information, and the client, server and stand alone personal computer hardware. The System Administrator shall follow the Residual Error reporting process described herein and make all reasonable efforts to duplicate and verify problems and assign a Severity Level according to definitions provided herein. Customer agrees to use reasonable efforts to ensure that all problems are reported and verified by the System Administrator before reporting them to Seller. Customer shall assist Seller in determining that errors are not the product of the operation of an external system, data links between system, or network administration issues. If a Severity Level 1 or 2 Residual Error occurs, any Customer representative may contact Seller's Customer Support Center by telephone, but the System Administrator must follow up with Seller's Customer Support as soon as practical thereafter.

3.9. In performing repairs under this Agreement, Seller may use parts that are not newly manufactured but which are warranted to be equivalent to new in performance. Parts replaced by Seller shall become Seller's property.

3.10Customer shall permit and cooperate with Seller so that Seller may periodically conduct audits of Customer's records and operations pertinent to the Services, Products, and usage of application and data base management software. If the results of any such audit indicate that price has been understated, Seller may correct the price and immediately invoice Customer for the difference (as well as any unpaid but owing license fees). Seller will limit the number of audits to no more than one (1) per year except Seller may conduct quarterly audits if a prior audit indicated the price had been understated.

3.11.If Customer replaces, upgrades, or modifies equipment, or replaces, upgrades, or modifies hardware or software that interfaces with the covered Products, Seller will have the right to adjust the price for the Services to the appropriate current price for the new configuration.

3.12Customer shall agree not to attempt or apply any update(s), alteration(s), or change(s) to the database software without the prior approval of the Seller.

Section 4. RIGHT TO SUBCONTRACT AND ASSIGN

Seller may assign its rights and obligations under this Agreement and may subcontract any portion of Seller's performance called for by this Agreement.

Section 5. PRICING, PAYMENT AND TERMS

5.1 Prices in United States dollars are shown in the Support Plan Options and Pricing Worksheet and are subject to a 5% escalation fee for each subsequent support year. Unless this exhibit expressly provides to the contrary, the price is payable annually in advance. Seller will provide to Customer an invoice, and Customer will make payments to Seller within twenty (20) days after the date of each invoice. During the term of this Agreement, Customer will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a United States financial institution.

5.2. Overdue invoices will bear simple interest at the rate of ten percent (10%) per annum, unless such rate exceeds the maximum allowed by law, in which case it will be reduced to the maximum allowable rate.

5.3 If Customer requests, Seller may provide services outside the scope of this Agreement or after the termination or expiration of this Agreement and Customer agrees to pay for those services. These terms and conditions and the prices in effect at the time such services are rendered will apply to those services.

5.4 Price(s) are exclusive of any taxes, duties, export or customs fees, including Value Added Tax or any other similar assessments imposed upon Seller. If such charges are imposed upon Seller, Customer shall reimburse Seller upon receipt of proper documentation of such assessments.

Section 6. LIMITATION OF LIABILITY

This limitation of liability provision shall apply notwithstanding any contrary provision in this Agreement. Except for personal injury or death, Seller's (including any of its affiliated companies) total liability arising from this Agreement will be limited to the direct damages recoverable under law, but not to exceed the price of the maintenance and support services being provided for one (1) year under this Agreement. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT SELLER (INCLUDING ANY OF ITS AFFILIATED COMPANIES) WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE SYSTEM, EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY SELLER PURSUANT TO THIS AGREEMENT. This limitation of liability will survive the expiration or termination of this Agreement. No action for breach of this Agreement or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of such cause of action, except for money due upon an open account.

Section 7. DEFAULT/TERMINATION

7.1. If IDEMIA breaches a material obligation under this Agreement (unless Customer or a Force Majeure causes such failure of performance), Customer may consider IDEMIA to be in default. If Customer asserts a default, it will give IDEMIA written and detailed notice of the default. IDEMIA will have thirty (30) days thereafter either to dispute the assertion or provide a written plan to cure the default that is acceptable to Customer. If IDEMIA provides a cure plan, it will begin implementing the cure plan immediately after receipt of Customer's approval of the plan.

7.2. If Customer breaches a material obligation under this Agreement (unless IDEMIA or a Force Majeure causes such failure of performance); if Customer breaches a material obligation under the Software License Agreement that governs the Software covered by this Agreement; or if Customer fails to pay any amount when due under this Agreement, indicates that it is unable to pay any amount when due, indicates it is unable to pay its debts generally as they become due, files a voluntary petition under bankruptcy law, or fails to have dismissed within ninety (90) days any involuntary petition under bankruptcy law,

IDEMIA may consider Customer to be in default. If IDEMIA asserts a default, it will give Customer written and detailed notice of the default and Customer will have thirty (30) days thereafter to (i) dispute the assertion, (ii) cure any monetary default (including interest), or (iii) provide a written plan to cure the default that is acceptable to IDEMIA. If Customer provides a cure plan, it will begin implementing the cure plan immediately after receipt of IDEMIA's approval of the plan.

7.3. If a defaulting party fails to cure the default as provided above in Sections 7.1 or 7.2, unless otherwise agreed in writing, the non-defaulting party may terminate any unfulfilled portion of this Agreement and may pursue any legal or equitable remedies available to it subject to the provisions of Section 6 above.

7.4. Upon the expiration or earlier termination of this Agreement, Customer and Seller shall immediately deliver to the other Party, as the disclosing Party, all Confidential Information of the other, including all copies thereof, which the other Party previously provided to it in furtherance of this Agreement. Confidential Information shall include: (a) proprietary materials and information regarding technical plans; (b) any and all other information, of whatever type and in whatever medium including data, developments, trade secrets and improvements, that is disclosed by Seller to Customer in connection with this Agreement; (c) all geographic information system, address, telephone, or like records and data provided by Customer to Seller in connection with this Agreement that is required by law to be held confidential.

Section 8. GENERAL TERMS AND CONDITIONS

8.1. Notices required under this Agreement to be given by one party to the other must be in writing and either delivered in person or sent to the address shown below by certified mail, return receipt requested and postage prepaid (or by a recognized courier service), or by facsimile with correct answerback received, and shall be effective upon receipt

Customer: Williamson County Juvenile Justice Center

Attn: Roberto Lopez

200 Wilco Way

Georgetown, TX 78626

Phone: 512-943-1960

Seller: Idemia Identity & Security USA LLC

Attn: Maintenance Agreements

5515 East La Palma Avenue, Suite 100

Anaheim, CA 92807

Phone: (714)238-2000 Fax: (714)632-2158

8.2. Neither party will be liable for its non-performance or delayed performance if caused by an event, circumstance, or act of a third party that is beyond such party's reasonable control.

8.3. Failure or delay by either party to exercise any right or power under this Agreement will not operate as a waiver of such right or power. For a waiver to be effective, it must be in writing signed by the waiving party. An effective waiver of a right or power shall not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.

8.4. Customer may not assign any of its rights under this Agreement without IDEMIA's prior written consent.

8.5. This Agreement, including the exhibits, constitutes the entire agreement of the parties regarding the covered maintenance and support services and supersedes all prior and concurrent agreements and understandings, whether written or oral, related to the services performed. Neither this Agreement nor the Exhibits may not be altered, amended, or modified except by a written agreement signed by authorized representatives of both parties. Customer agrees to reference this Agreement on all purchase orders issued in furtherance of this Agreement. Neither party will be bound by any terms contained in Customer's purchase orders, acknowledgements, or other writings (even if attached to this Agreement).

8.6. This Agreement will be governed by the laws of the United States to the extent that they apply and otherwise by the laws of the State to which the Products are shipped if Licensee is a sovereign government entity or the laws of the State of Delaware if Licensee is not a sovereign government entity.

Section 9. CERTIFICATION DISCLAIMER

Seller specifically disclaims all certifications regarding the manner in which Seller conducts its business or performs its obligations under this Agreement, unless such certifications have been expressly accepted and signed by an authorized signatory of Seller.

Section 10. COMPLIANCE WITH APPLICABLE LAWS

The Parties shall at all times comply with all applicable regulations, licenses and orders of their respective countries relating to or in any way affecting this Agreement and the performance by the Parties of this Agreement. Each Party, at its own expense, shall obtain any approval or permit required in the performance of its obligations. Neither Seller nor any of its employees is an agent or representative of Customer.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the day and year first written above.

Commissioners Court - Regular Session **21.**

Meeting Date: 01/17/2023

Authorize Issuing RFP #23RFP30 Hazard Mitigation Update Grant Writing and Management Services for Emergency Management

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed responses for Hazard Mitigation Update Grant Writing and Management Services for Emergency Management, under RFP #23RFP30.

Background

Williamson County is seeking qualified companies interested in providing grant writing and administrative services for updating the County's Hazard Mitigation Plan. The funding source is 01.0100.0541.004100 and the point of contact is Cassandra Edwards.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	01/12/2023 11:35 AM
County Judge Exec Asst.	Becky Pruitt	01/12/2023 11:36 AM
Form Started By: Johnny Grimaldo		Started On: 01/11/2023 11:24 AM
Final Approval Date: 01/12/2023		

Commissioners Court - Regular Session **22.**

Meeting Date: 01/17/2023

Approval of Agreement for Southwest Regional Park Splash Pad Repairs with Perez Construction LLC for Parks Department

Submitted For: Joy Simonton **Submitted By:** Stephanie Robles, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving service agreement #2023107 with Perez Construction LLC for repairs at the Southwest Regional Park Splash Pad, 219 Perry Mayfield, Leander, TX 78641, in the not-to-exceed amount of $47,554.00 and authorizing the execution of this agreement.

Background

The Parks Department submitted requisition #130923 for necessary repairs to stone and masonry sections inside the Southwest Regional Park Splash Pad . The scope of work includes stone flake removal, stone masonry repair, splash pad overlay, all equipment, labor, and materials. The department obtained three quotes. Funding source is 01.0100.3103.004510. Point of contract is Keith Geer.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Service Agreement

Quote

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	01/12/2023 11:57 AM
County Judge Exec Asst.	Becky Pruitt	01/12/2023 12:05 PM
Form Started By: Stephanie Robles		Started On: 01/11/2023 02:43 PM
Final Approval Date: 01/12/2023		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

SERVICES CONTRACT
FOR
SOUTHWEST REGIONAL PARK
SPLASH PAD REPAIRS

(Perez Construction LLC)

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 **Perez Construction LLC** (hereinafter "Service Provider"), with offices at 1205 Power Road , Georgetown, TX 78628 (phone 512-804-8236). 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/Proposal (Quote from Perez Construction, LLC), 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 Agreement and any of the above-referenced Agreement 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/Proposal which is incorporated herein as if copied in full. **The not-to-exceed amount under this agreement is $47,554.00, 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 (including death)	$1,000,000	$1,000,000

Property damage	$1,000,000	$1,000,000
Aggregate policy limits		No aggregate limit

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/Proposal (Quote from Perez Construction, LLC), 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 a reasonable time period for the specific project and shall terminate upon project completion or when terminated pursuant to paragraph XI above.

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:

_____
Hon. Bill Gravell
Williamson County Judge

Date: _____ ___, 20____

Service Provider:

_____
Authorized Representative
FABIAN PEREZ

Date: January 6, 2023

PEREZ CONSTRUCTION LLC

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

QUOTE

DATE: 1/6/2023

To: *Williamson County Parks and Rec*
219 Perry Mayfield
Leander, Texas 78641

LOCATION	SCOPE OF WORK	AMOUNT
Southwest Regional County Park 219 Perry Mayfield Leander, TX 78641	• *Splashpad Overlay* • *Boulders (stone flake removal and tooling)* • *Stone Masonry Repair (water valve and column at picnic table under canopy)* *All equipment, labor, and materials Included.*	• $43,104.00 • $ 3,700.00 • $ 750.00

Total Quote Amount:	$47,554.00

Commissioners Court - Regular Session **23.**

Meeting Date: 01/17/2023

Authorize Issuing RFP #23RFP31 Commercial Lease of 75 Seward Junction Liberty Hill for Facilities Management

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed responses for the Commercial Lease of 75 Seward Junction, Liberty Hill, TX, under RFP 23RFP31.

Background

Williamson County is seeking to lease the property at 75 Seward Junction, Liberty Hill, TX. The funding source is revenue generating and the point of contact is Angel Gomez.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	01/12/2023 07:02 AM
County Judge Exec Asst.	Becky Pruitt	01/12/2023 08:16 AM
Form Started By: Johnny Grimaldo		Started On: 01/04/2023 09:44 AM
Final Approval Date: 01/12/2023		

Commissioners Court - Regular Session **24.**

Meeting Date: 01/17/2023

Approval of Purchase of Remote Annunciator Addition to Existing Fire Alarm System in Maintenance Shop

Submitted For: Joy Simonton **Submitted By:** Stephanie Robles, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving contract #2023108 with Johnson Controls Fire Protection LP and Williamson County for the remote annunciator addition to the existing fire alarm control panel in the Maintenance Shop in the amount of $15,275.47 pursuant to cooperative Sourcewell contract #030421-JHN and authorizing the purchase.

Background

Requisition # 130661 was submitted by the Facilities Management Department for the addition of a remote annunciator as listed in the proposal. Remote annunciators are smaller panels that provide a fire system status and functional switches (e.g., acknowledge a signal or silence an alarm). They are installed in easily accessible areas for the authorized personnel to manage the fire alarm system from locations other than the main fire alarm control panel. The scope of work includes labor, wiring, programming, testing, a new remote annunciator for the existing 4010ES network fire alarm control panel and a one-year warranty on the new equipment. A final inspection will be completed and (one) two-hour training session will be available. The systems we be installed in accordance with local, state and national standards. Funding source is 01.0100.1008.004510 . Point of contract is Gina Wrehsnig or Christi Stromberg.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Quote

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	01/12/2023 07:41 AM
County Judge Exec Asst.	Becky Pruitt	01/12/2023 08:22 AM
Form Started By: Stephanie Robles		Started On: 01/11/2023 11:07 AM
Final Approval Date: 01/12/2023		


Johnson
Controls

Johnson Controls Fire Protection LP
401 Center Ridge Dr, Suite 400
Austin , TX 78753

Johnson Controls Fire Protection LP Quotation

To:
Williamson County Jail
306 W 4th Street
GEORGETOWN, TX 78626-4906

Project: Maintenance Shop - Remote Annunciator - CPQ-317823
Johnson Controls Reference: [redacted]
Date: 12/07/2022

Items cited on this quote are products and services on the Johnson Controls Fire Protection LP Sourcewell Contract # 030421-JHN.

Johnson Controls is pleased to offer for your consideration this quotation for the above project

Scope of Work

Remote Annunciator Addition
In Maintenance Shop

Fire Alarm System
Scope of Work

Important note: Due to the unforeseen circumstances with the supply chains and material availability, a delay in receiving material may occur and a material escalation may be passed onto customer due to delay in receiving material and material cost increasing.

The quote is furnished under the Johnson Controls Fire Protection Sourcewell contract #030421-JHN and it identifies parts/materials and/or labor for installation to be performed. Johnson Controls Fire Protection is pleased to offer this proposal to provide labor, wire, programming, testing and a new remote annunciator for the existing 4010ES network fire alarm control panel. Our proposal is based on the existing Simplex 4010ES FACP network (2 Nodes), mutually agreed terms and conditions and the following scope, clarifications, and exclusions. The systems offered below will be installed in accordance with local, state, and national standards. Connection to electrical room FACP (Node 2), more programming would be required but Node 2 would be able to control and see all information displayed from Node 1. Connection to electrical room FACP (node2) will display of all points and control system with acknowledge, silence, and reset from the new Remote Annunciator. Johnson Controls will provide the following services:

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401 Center Ridge Dr, Suite 400
Austin , TX 78753

- New Remote Annunciator and its back box.
- Scope of work letter & Product Data Sheets as submittals
- System programming
- One fire final inspection
- Project close-out documentation
- Provide (one) two-hour owner training session during JCI's normal business hours
- JCI one-year warranty on new equipment only. Warranty period begins upon acceptance by AHJ.

Delays, Costs and Extensions of Time.

JCFP's time for performance of the Work shall be extended for such reasonable time as JCFP is delayed due to causes reasonably beyond JCFP's control, whether such causes are foreseeable or unforeseeable, including pandemics such as coronavirus (provisionally named SARS-CoV-2, with its disease being named COVID-19) including, without limitation, labor, parts, or equipment shortages. To the extent JCFP or its subcontractors expend additional time or costs related to conditions or events set forth in this provision, including without limitation, expedited shipping, hazard pay associated with site conditions, additional PPE requirements, additional time associated with complying with social distancing or hygiene requirements, or additional access restrictions, the Contract Sum shall be equitably adjusted.

WORK TO BE PERFORMED BY Johnson Controls Fire Protection:

1. Provide new remote annunciator for the maintenance shop at the Williamson County Jail.
2. Provide fire alarm wiring, terminations, and mounting of equipment for the proposed remote annunciator. For installation of cable to be installed in conduit raceway provided by others.
3. Provide the remote annunciator non-standard electrical back box to the electrical contractor for installation.
4. Provide programming of FACP for new remote annunciator.
5. Simplex system carries a one-year parts warranty and a one-year labor warranty for naturally defective parts or workmanship. Warranty service will be provided during Johnson Controls Fire Protection's normal business hours. Warranty period begins upon acceptance by AHJ.
6. All required work is based on work being performed during Johnson Controls Fire Protection's normal business hours.

WORK TO BE PERFORMED BY ELECTRICAL CONTRACTOR:

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1. EC to provide and install a complete rough-in system including but not limited to all required conduit, raceway, flex, stub-ups, sleeves, fire caulking, and back-boxes that may be required.
2. EC to provide and install all grommets, bushings, and conduit endcaps.
3. EC to provide and install all standard back boxes and install specialty back boxes provided by Johnson Controls Fire Protection and instructed by customer and JCI.
4. EC to provide labeling and/or painting of conduit, back boxes and covers as required by specifications and/or AHJ.

WHAT IS NOT INCLUDED?

1. Proposal does not include the existing condition of the Fire Alarm System devices and wiring should any impairments be identified, a proposal for their repair will be provided via change order.
2. Other than normal JCI working hours.
3. Cutting, Coring, Painting, Patching, Fire Proofing and/or Water Proofing.
4. Conduits, stub-ups and/or standard back boxes.
5. Proposal does not include any required tax. Please add to your purchase order amount if applicable.
6. Proposal does not include certified payroll and/or prevailing wages.
7. Proposal does not include any expediting or priority shipping fees.
8. Excludes Fire Watch.
9. Taxes, bonds, permits and fees not specifically mentioned above.

*This proposal excludes sales tax, add 8.25% for sales tax to price or send a Texas Exemption Certificate

**This proposal is valid for 30 days.

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Total net selling price, FOB shipping point, $15,275.47

Items cited on this quote are products and services on the Johnson Controls Fire Protection LP Sourcewell Contract # 030421-JHN. The actual sales tax due will be calculated and billed upon issuance of an invoice, unless a valid exemption and/or resale certificate is received by Johnson Controls.

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IMPORTANT NOTICE TO CUSTOMER

This Agreement is contingent on credit approval, which may be checked at JCI's discretion and requires final approval of a JCI authorized manager before any equipment/ services may be provided. Should credit and/or approval be declined, this Agreement will be terminated and JCI's only obligation to customer will be to notify Customer of such termination and refund any amounts paid in advance. In accepting this Proposal, Customer agrees to the terms and conditions contained herein and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that the Customer may issue. Any changes in the system requested by the Customer after the execution of this Agreement shall be paid for by Customer and such changes shall be authorized in writing. **ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS ON THE PRECEDING PAGES. This proposal shall be void if not accepted in writing within 30 days from the date of the Proposal.**

For Customers located in Canada, this Fire Domain Sale and Installation Agreement has been drawn up and executed in English at the request of and with the full concurrence of Customer. Ce contrat a été rédigé en anglais à la demande et avec l'assentiment du client.

Unless otherwise agreed to by the parties, pricing is based upon the following billing and payment terms: Invoices will be delivered via email, payment due date of NET 30, deposit for a minimum of 30% of the sell price, and the invoices are to be paid via ACH/EFT bank transfer. Johnson Controls ACH/EFT bank transfer details will be forth coming upon contractual agreement.
This offer shall be void if not accepted in writing within thirty (30) days from the date first set forth above.

To ensure that JCI is compliant with your company's billing requirements, please provide the following information:

PO is required to facilitate billing:
- ☐ NO: This signed contract satisfies requirement
- ☐ YES: Please reference this PO Number: _____

AR Invoices are accepted via e-mail:
- ☐ YES: E-mail address to be used: _____
- ☐ NO: Please submit invoices via mail
- ☐ NO: Please submit invoices via _____

Offered By:	Accepted By: (Customer)
Johnson Controls Fire Protection LP	Company: _____
401 Center Ridge Dr, Suite 400	Address: _____
Austin , TX 78753	Signature: _____
Telephone:	Title: _____
Representative: _____	Date: _____
Email: wburson@simplexgrinnell.com.bsna	

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TERMS AND CONDITIONS (Rev. 9/22)

1. Payment and Invoicing. All payments are due net thirty (30) days from the date of invoice. Invoices shall be paid by Customer via electronic delivery via EFT/ ACH. Invoicing disputes must be identified in writing within 21 days of the invoice date. Payments of any disputed amounts are due and payable upon resolution. All other amounts remain due within thirty (30) days from the date of the invoice. Work performed on a time and material basis shall be at Company's then-prevailing rate for material, labor, and related items, in effect at the time supplied under this Agreement. Company shall invoice Customer for progress payments to 100% percent based upon equipment delivered or stored, and services performed. In the event project duration exceeds one month, Company reserves the right to submit partial invoices for progress payments for work completed at the project site. Customer agrees to pay any progress invoices in accordance with the payment terms set forth herein. In exchange for close-out documents to be provided by Company, Customer agrees to pay Company the remaining project balance when on-site labor is completed and prior to any final inspections. Customers without established satisfactory credit and Customers who fail to pay amounts when due may be required to make payments of cash in advance, upon delivery or as otherwise specified by Company. Company reserves the right to revoke or modify Customer's credit in its sole discretion. Customer acknowledges and agrees that timely payments of the full amounts listed on invoices is an essential term of this Agreement and that Customer's failure to make payment when due is a material breach of this Agreement. Customer further acknowledges that if there is any amount outstanding on an invoice, it is material to Company and will give Company, without prejudice to any other right or remedy, the right to, without notice: (i) suspend, discontinue or terminate performing any services and/or withhold further deliveries of equipment and other materials, terminate or suspend any unpaid software licenses, and/or suspend Company's obligations under or terminate this Agreement; and (ii) charge Customer interest on the amounts unpaid at a rate equal to the lesser of one and one half (1 5) percent per month or the maximum rate permitted under applicable law, until payment is made in full. Company's election to continue providing future services does not, in any way diminish Company's right to terminate or suspend services or exercise any or all rights or remedies under this Agreement. Company shall not be liable for any damages, claims, expenses, or liabilities arising from or relating to suspension of services for non-payment. In the event that there are exigent circumstances requiring services or the Company otherwise performs services at the premises following suspension, those services shall be governed by the terms of this Agreement unless a separate contract is executed. If Customer disputes any late payment notice or Company's efforts to collect payment, Customer shall immediately notify Company in writing and explain the basis of the dispute. Customer agrees to pay all of Company's reasonable collection costs, including legal fees and expenses.

2. Deposit. Unless prohibited by law, Customer agrees to pay a deposit for a minimum of 30% of the project sell price (pre-tax) prior to Company providing any labor or materials on the project. Company will generate an invoice for the deposit after Company's receipt of a written agreement or order from Customer. Company will not commence work until receipt of the deposit.

3. Pricing. The pricing set forth in this Agreement is based on the number of devices to be installed and services to be performed as set forth in the Scope of Work ("Equipment" and "Services"). If the actual number of devices installed or services to be performed is greater than that set forth in the Scope of Work, the price will be increased accordingly. If this Agreement extends beyond one year, Company may increase prices upon notice to the Customer.

All stated prices are exclusive of and Customer agrees to pay any taxes, fees, duties, tariffs, false alarm assessments, installation or alarm permits, and levies or other similar charges imposed and/ or enacted by a government, however designated or imposed, including but not limited to value-added and withholding taxes that are levied or based upon the amounts paid under this Agreement.
Prices in any quotation or proposal from Company are subject to change upon notice sent to Customer at any time before the quotation or proposal has been accepted. Prices for products covered by this Agreement may be adjusted by Company, upon notice to Customer at any time prior to shipment and regardless of Customer's acceptance of the Company's proposal or quotation, to reflect any increase in Company's cost of raw materials (e g., steel, aluminum) inability to secure Products, changes or increases in law, labor, taxes, duties, tariffs or quotas, acts of government, any similar charges, or to cover any extra, unforeseen and unusual cost elements.

4. Alarm Monitoring Services. Any reference to alarm monitoring services in this Agreement is included for pricing purposes only. Alarm monitoring services are performed pursuant to the terms and conditions of Company's standard alarm monitoring services agreement.

5. Code Compliance. Company does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in the Scope of Work. Customer acknowledges that the Authority Having Jurisdiction (e.g. Fire Marshal) may establish additional requirements for compliance with federal, state/provincial and local codes. Any additional services or equipment required will be provided at an additional cost to Customer.

6.Limitation of Liability; Limitations of Remedy. **It is understood and agreed by the Customer that Company is not an insurer and that insurance coverage shall be obtained by the Customer and that amounts payable to company hereunder are based upon the value of the services and the scope of liability set forth in this Agreement and are unrelated to the value of the Customer's property and the property of others located on the premises. Customer agrees to look exclusively to the Customer's insurer to recover for injuries or damage in the event of any loss or injury and that Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no guaranty or Warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or service was designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its obligations under this Agreement. Accordingly, Customer agrees that, Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, Company's liability shall be limited to an amount equal to the Agreement price (as increased by the price for any additional work) or where the time and material payment term is selected, Customer's time and material payments to Company to be calculated with reference to payments made at the time the loss is sustained. Where this Agreement covers multiple sites,**

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liability shall be limited to the amount of the payments allocable to the site where the incident occurred. Such sum shall be complete and exclusive. In no event shall Company be liable for any damage, loss, injury, or any other claim arising from any servicing, alterations, modifications, changes, or movements of the Covered System(s) or any of its component parts by Customer or any third party. To the maximum extent permitted by law, in no event shall Company and its affiliates and their respective personnel, suppliers and vendors be liable to Customer or any third party under any cause of action or theory of liability, even if advised of the possibility of such damages, for any (a) special, incidental, consequential, punitive or indirect damages of any kind; (b) loss of profits, revenues, data, customer opportunities, business, anticipated savings or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyber-attacks or failures or interruptions to network systems. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect, Company's employees, agents, officers and directors.

7. Reciprocal Waiver of Claims (SAFETY Act). Certain of Company's systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Anti-terrorism by Fostering Effective Technologies Act of 2002, 6 U S.C. §§ 441-444 (the "SAFETY Act"). As required under 6 C F.R. 25.5 (e), to the maximum extent permitted by law, Company and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an "Act of Terrorism" as defined in 6 C.F R. 25 2, when QATT have been deployed in defense against, response to, or recovery from such Act of Terrorism.

8. General Provisions. Customer has selected the service level desired after considering and balancing various levels of protection afforded, and their related costs. All work to be performed by Company will be performed during normal working hours of normal working days (8:00 a.m. – 5 00 p.m., Monday through Friday, excluding Company holidays), as defined by Company, unless additional times are specifically described in this Agreement. Company will perform the services described in the Scope of Work section ("Services") for one or more system(s) or equipment as described in the Scope of Work section or the listed attachments ("Covered System(s)"). The Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes the Covered System(s) are in operational and maintainable condition as of the Agreement date. If, upon initial inspection, Company determines that repairs are recommended, repair charges will be submitted for approval prior to any work. Should such repair work be declined Company shall be relieved from any and all liability arising therefrom. UNLESS OTHERWISE SPECIF ED IN THIS AGREEMENT, ANY INSPECTION(AND, F SPECIFIED, TESTING)PROVIDED UNDER THIS AGREEMENT DOES NOT INCLUDE ANY MAINTENANCE, REPIARS, ALTERATIONS , REPLACEMENT OF PARTS, OR ANY FIELD ADJUSTMENT WHATSOVER, NONR DOES IT NCLUDE THE COREECTION OF ANY DEFIC ENCIES IDENTIF ES BY COMPANY TO CUSTOMER. COMPANY SHALL NOT BE RESPONSIBLE FOR EQUIPMENT FAILURE OCCUR NG WHILE COMPANY IS N THE PROCESS OF FOLLOWING ITS NSPECTION TECHNIQUES, WHERE THE FA LURE ALSO RESULTS FROM THE AGE OR OBSOLESCENCE OF THE ITEM OR DUE TO NORMAL WEAR AND TEAM. THIS AGREEMENT DOES NOT COVER SYSTEMS, EQ PMENT, COMPONENTS OR PART THAT ARE BELOW GRADE, BEHIND WALLS OR OTHER OBSTRUCTIONS OR EXTERIOR TO THE BUILD NG, ELECTRICAL WIRING AND P PING.

9. Customer Responsibilities. Customer shall furnish all necessary facilities for performance of its work by Company, adequate space for storage and handling of materials, light, water, heat, heat tracing, electrical service, local telephone, watchman, and crane and elevator service and necessary permits. Where wet pipe system is installed, Customer shall supply and maintain sufficient heat to prevent freezing of the system. Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes any existing system(s) are in operational and maintainable condition as of the Agreement date. If, upon initial inspection, Company determines that repairs are recommended, repair charges will be submitted for approval prior to any work. Should such repair work be declined Company shall be relieved from any and all liability arising therefrom. Customer shall further:

- supply required schematics and drawings unless they are to be supplied by Company in accordance with this Agreement;
- Provide a safe work environment, in the event of an emergency or Covered System(s) failure, take reasonable safety precautions to protect against personal injury, death, and property damage, continue such measures until the Covered System(s) are operational, and notify Company as soon as possible under the circumstances.
- Provide Company access to any system(s) to be serviced,
- Comply with all laws, codes, and regulations pertaining to the equipment and/or services provided under this Agreement.
- Customer is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply Company secure Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Customer and/or end user against unauthorized access. Customer is responsible to take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

10. Excavation. In the event the Work includes excavation, Customer shall pay, as an extra to the contract price, the cost of any additional work performed by Company dues to water, quicksand, rock or other unforeseen condition or obstruction encountered or shoring required.

11. tructure and Site Conditions. While employees of Company will exercise reasonable care in this respect, Company shall be under not responsibility for loss or damage due to the character, condition or use of foundations, walls, or other structures not erected by Company or resulting from the excavation in proximity thereto, or for damage resulting from concealed piping, wiring, fixtures, or other equipment or condition of water pressure. All shoring or protection of foundation, walls or other structures subject to being disturbed by any excavation required hereunder shall be the responsibility of Customer. Customer shall have all things in readiness for installation including, without limitation, structure to

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support the sprinkler system and related equipment (including tanks), other materials, floor or suitable working base, connections and facilities for erection at the time the materials are delivered. In the event Customer fails to have all things in readiness at the time scheduled for receipt of materials, Customer shall reimburse Company for all expenses caused by such failure. Failure to make areas available to Company during performance in accordance with schedules that are the basis for Company's proposal shall be considered a failure to have things in readiness in accordance with the terms of this Agreement.

12. Confined Space. If access to confined space by Company is required for the performance of Services, Services shall be scheduled and performed in accordance with Company's then-current hourly rate.

13**. Hazardous Materials.** Customer represents that, except to the extent that Company has been given written notice of the following hazards prior to the execution of this Agreement, to the best of Customer's knowledge there is no:

- Space in which work must be performed that, because of its construction, location, contents or work activity therein, accumulation of a hazardous gas, vapor, dust or fume or the creation of an oxygen-deficient atmosphere may occur,
- "permit confined space," as defined by OSHA for work performed by Company in the United States,
- risk of infectious disease,
- need for air monitoring, respiratory protection, or other medical risk,
- asbestos, asbestos-containing material, formaldehyde or other potentially toxic or otherwise hazardous material contained in or on the surface of the floors, walls, ceilings, insulation or other structural components of the area of any building where work is required to be performed under this Agreement.

All of the above are hereinafter referred to as "Hazardous Conditions". Company shall have the right to rely on the representations listed above. If hazardous conditions are encountered by Company during the course of Company's work, the discovery of such materials shall constitute an event beyond Company's control and Company shall have no obligation to further perform in the area where the hazardous conditions exist until the area has been made safe by Customer as certified in writing by an independent testing agency, and Customer shall pay disruption expenses and re-mobilization expenses as determined by Company. This Agreement does not provide for the cost of testing involving a discharge or release, capture, containment, transport, removal, or disposal (collectively, the "Discharge Services") of any hazardous waste materials, hazardous materials, or firefighting materials including without limitation firefighting foam encountered in and/or discharged from any of the Covered System(s) and/or during performance of the Services. Said materials shall at all times remain the responsibility and property of Customer. Customer shall be responsible for any Discharge Services associated with such materials, including all discharged firefighting foam in accordance with all applicable law. Company shall not be responsible for the testing, removal or disposal of such hazardous materials. Customer shall indemnify and hold Company harmless from and against any and all claims, demands and/or damages arising in whole or in part from the use of or any Discharge Services associated with any hazardous waste, hazardous materials, or firefighting materials including without limitation firefighting foam encountered or discharged from any of the Covered System(s) and/or during performance of the Services.

14. COVID-19 Vaccination. Company expressly disclaims any requirement, understanding or agreement, express or implied, included directly or incorporated by reference, in any Customer purchase order, solicitation, notice or otherwise, that any of Company's personnel be vaccinated against Covid-19 under any federal, state/provincial or local law, regulation or order applicable to government contracts or subcontracts, including, without limitation, Presidential Executive Order 14042 ("Ensuring Adequate COVID Safety Protocols for Federal Contractors") and Federal Acquisition Regulation (FAR) 52.223-99 ("Ensuring Adequate COV D Safety Protocols for Federal Contractors"). Any such requirement shall only apply to Company's personnel if and only to the extent contained in a written agreement physically signed by an authorized officer of Company.

15. Occupational Health and Safety/OSHA Compliance. Customer shall indemnify and hold Company harmless from and against any and all claims, demands and/or damages arising in whole or in part from the enforcement of applicable laws regarding occupational health and safety for work performed in Canada or the Occupational Safety Health Act for work performed by Company in the United States. (and any amendments or changes thereto) unless said claims, demands or damages are a direct result of causes within the exclusive control of Company.

16. Interferences. Customer shall be responsible to coordinate the work of other trades (including but not limited to ducting, piping, and electrical) and for and additional costs incurred by Company arising out of interferences to Company's work caused by other trades.

17. Modifications and Substitutions. Company reserves the right to modify materials, including substituting materials of later design, providing that such modifications or substitutions will not materially affect the performance of the Covered System(s).

18. Changes, Alterations, Additions. Changes, alterations and additions to the Scope of Work, plans, specifications or construction schedule shall be invalid unless approved in writing by Company. Should changes be approved by Company, that increase or decrease the cost of the work to Company, the parties shall agree, in writing, to the change in price prior to performance of any work. However, if no agreement is reached prior to the time for performance of said work, and Company elects to perform said work so as to avoid delays, then Company's estimate as to the value of said work shall be deemed accepted by Customer. In addition, Customer shall pay for all extra work requested by Customer or made necessary because of incompleteness or inaccuracy of plans or other information submitted by Customer with respect to the location, type of occupancy, or other details of the work to be performed. In the event the layout of Customer's facilities has been altered, or is altered by Customer prior to the completion of the Work, Customer shall advise Company, and prices, delivery and completion dates shall be changed by Company as may be required.

19. Commodities Availability. Company shall not be responsible for failure to provide services, deliver products, or otherwise perform work required by this Agreement due to lack of available steel products or products made from plastics or other commodities. In the event Company is unable, after reasonable commercial efforts, to acquire and provide steel products, or products made from plastics or other commodities, if required to perform work required by this Agreement, Customer hereby agrees that Company may terminate the Agreement, or the relevant portion of the Agreement, at no additional cost and without penalty. Customer agrees to pay Company in full for all work performed up to the time of any such termination.

20. Project Claims. Any claim of failure to perform against Company arising hereunder shall be deemed waived unless received by Company, in writing specifically setting forth the basis for such claim, within ten (10) days after such claims arises.

21. Back charges. No charges shall be levied against Company unless seventy-two (72) hours prior written notice is given to Company to correct any alleged deficiencies which are alleged to necessitate such charges and unless such alleged deficiencies are solely and directly caused by Company.

22. System Equipment. The purchase of equipment or peripheral devices (including but not limited to smoke detectors, passive infrared detectors, card

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readers, sprinkler system components, extinguishers and hoses) from Company shall be subject to the terms and conditions of this Agreement. If, in Company's sole judgment, any peripheral device or other system equipment, which is attached to the Covered System(s), whether provided by Company or a third party, interferes with the proper operation of the Covered System(s), Customer shall remove or replace such device or equipment promptly upon notice from Company. Failure of Customer to remove or replace the device shall constitute a material breach of this Agreement. If Customer adds any third party device or equipment to the Covered System(s), Company shall not be responsible for any damage to or failure of the Covered System(s) caused in whole or in part by such device or equipment.

22. Reports. Where inspection and/or test services are selected, such inspection and/or test shall be completed on Company's then current Report form, which shall be given to Customer, and, where applicable, Company may submit a copy thereof to the local authority having jurisdiction. The Report and recommendations by Company are only advisory in nature and are intended to assist Customer in reducing the risk of loss to property by indicating obvious defects or impairments noted to the system and equipment inspected and/or tested. They are not intended to imply that no other defects or hazards exist or that all aspects of the Covered System(s), equipment, and components are under control at the time of inspection. Final responsibility for the condition and operation of the Covered System(s) and equipment and components lies with Customer.

23. Limited Warranty. Subject to the limitations below, Company warrants any equipment (as distinguished from the Software) installed pursuant to this Agreement to be free from defects in material and workmanship under normal use for a period of one (1) year from the date of first beneficial us or all or any part of the Covered System(s) or 18 months after Equipment shipments, whichever is earlier, provided however, that Company's sole liability, and Customer's sole remedy, under this limited warranty shall be limited to the repair or replacement of the Equipment or any part thereof, which Company determines is defective, at Company's sole option and subject to the availability of service personnel and parts, as determined by Company. Company warrants expendable items, including, but not limited to, video and print heads, television camera tubes, video monitor displays tubes, batteries and certain other products in accordance with the applicable manufacturer's warranty. Company does not warrant devices designed to fail in protecting the System, such as, but not limited to, fuses and circuit breakers. Company warrants that any Company software described in this Agreement, as well as software contained in or sold as part of any Equipment described in this Agreement, will reasonably conform to its published specifications in effect at the time of delivery and for ninety (90) days after delivery. However, Customer agrees and acknowledges that the software may have inherent defects because of its complexity. Company's sole obligation with respect to software, and Customer's sole remedy, shall be to make available published modifications, designed to correct inherent defects, which become available during the warranty period. If Repair Services are included in this Agreement, Company warrants that its workmanship and material for repairs made pursuant to this Agreement will be free from defects for a period of ninety (90) days from the date of furnishing.

EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT, IF ANY, SUPPORTED HEREUNDER.
Warranty service will be performed during Company's normal working hours. If Customer requests warranty service at other than normal working hours, service will be performed at Company's then current rates for after ours services. All repairs or adjustments that are or may become necessary shall be performed by and authorized representative of Company. Any repairs, adjustments or interconnections performed by Customer or any third party shall void all warranties. Company makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity, or will detect the presence of, or eliminate, treat, or mitigate the spread transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID-19.

25. Indemnity. Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third party claims for personal injury, death, property damage or economic loss, including specifically any damages resulting from the exposure of workers to Hazardous Conditions whether or not Customer pre-notifies Company of the existence of said hazardous conditions, arising in any way from any act or omission of Customer or Company relating in any way to this Agreement, including but not limited to the Services under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action.

26. Insurance. Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insureds on Customer's general liability and auto liability policies.

27. Termination. Any termination under the terms of this Agreement shall be made in writing. In the event Customer terminates this Agreement prior to completion for any reason not arising solely from Company's performance or failure to perform, Customer understands and agrees that Company will incur costs of administration and preparation that are difficult to estimate or determine. Accordingly, should Customer terminate this Agreement as described above, Customer agrees to pay all charges incurred for products and equipment installed and services performed, and in addition pay an amount equal to twenty (20%) percent of the price of products and equipment not yet delivered and Services not yet performed, return all products and equipment delivered and pay a restocking fee of twenty (20%) percent the price of products or equipment returned. Company may terminate this Agreement immediately at its sole discretion upon the occurrence of any Event of Default as hereinafter defined. Company may also terminate this Agreement at its sole discretion upon notice to Customer if Company's performance of its obligations under this Agreement becomes impracticable due to obsolescence of equipment at Customer's premises or unavailability of parts.

28. Default. An Event of Default shall be (a) failure of Customer to pay any amount when due and payable, (b) abuse of the System or the Equipment, (c) dissolution, termination, discontinuance, insolvency or business failure of Customer. Upon the occurrence of an Event of Default, Company may pursue one or more of the following remedies: (i) discontinue furnishing Services and delivering Equipment, (ii)) by written notice to Customer declare the balance of unpaid amounts due and to become due under this Agreement to be immediately due and payable; (iii) receive immediate possession of any Equipment for which Customer has not paid; (iv) proceed at law or equity to enforce performance by Customer or

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recover damages for breach of this Agreement, and (v) recover all costs and expenses, including without limitation reasonable attorneys' fees, in connection with enforcing or attempting to enforce this Agreement.

29. Exclusions. Unless expressly included in the Scope of Work, this Agreement expressly excludes, without limitation, testing inspection and repair of duct detectors, beam detectors, and UV/IR equipment; provision of fire watches; clearing of ice blockage; draining of improperly pitched piping; replacement of batteries; recharging of chemical suppression systems; reloading of, upgrading, and maintaining computer software; system upgrades and the replacement of obsolete systems, equipment, components or parts; making repairs or replacements necessitated by reason of negligence or misuse of components or equipment or changes to Customer's premises, vandalism, corrosion (including but not limited to micro-bacterially induced corrosion ("MIC")), power failure, current fluctuation, failure due to non-Company installation, lightning, electrical storm, or other severe weather, water, accident, fire, acts of God or any other cause external to the Covered System(s). Repair Services provided pursuant to this Agreement do not cover and specifically excludes system upgrades and the replacement of obsolete systems, equipment, components or parts. All such services may be provided by Company at Company's sole discretion at an additional charge. If Emergency Services are expressly included in the scope of work section, the Agreement price does not include travel expenses.

30. No Option to Solicit. Customer shall not, directly or indirectly, on its own behalf or on behalf of any other person, business, corporation or entity, solicit or employ any Company employee, or induce any Company employee to leave his or her employment, for a period of two years after termination of this Agreement.

31. Force Majeure; Delays. Company shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by Company to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of Company, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of Company. If Company's performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, Company shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if Company is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, Company will be entitled to extend the relevant completion date by the amount of time that Company was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases Company's cost to perform the services, Customer is obligated to reimburse Company for such increased costs, including, without limitation, costs incurred by Company for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees or other costs and expenses incurred by Company in connection with the Force Majeure Event.

32. One-Year Claims Limitation; Choice of Law. For Customers located in the United States, the laws of Wisconsin shall govern the validity, enforceability, and interpretation of this Agreement**,** without regard to conflicts of law. For customers located in Canada, this agreement shall be governed by and be construed in accordance with the laws of Ontario. The parties agree that any disputes arising under this Agreement shall be determined exclusively by the Ontario courts and that no action or legal proceedings of any nature shall be filed or commenced in any other court pertaining to any dispute arising out of or in relation to this Agreement. The parties also hereby waive any objection to the exclusive jurisdiction of the Ontario courts, including any objection based on *forum non conveniens.* No claim or cause of action, whether known or unknown, shall be brought against Company more than one year after the claim first arose. Except as provided for herein, Company's claims must also be brought within one year. Claims not subject to the one-year limitation include claims for unpaid: (a) contract amounts, (b) change order amounts (approved or requested) and (c) delays and/or work inefficiencies.

33. Assignment. Customer may not assign this Agreement without Company's prior written consent. Company may assign this Agreement to an affiliate without obtaining Customer's consent.

34. Entire Agreement. The parties intend this Agreement, together with any attachments or Riders (collectively the "Agreement) to be the final, complete and exclusive expression of their Agreement and the terms and conditions thereof. This Agreement supersedes all prior representations, understandings or agreements between the parties, written or oral, and shall constitute the sole terms and conditions of sale for all equipment and services. No waiver, change, or modification of any terms or conditions of this Agreement shall be binding on Company unless made in writing and signed by an Authorized Representative of Company.

35. Severability. If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or in part, this Agreement will continue to be valid as to the other provisions and the remainder of the affected provision.

36. Legal Fees. Company shall be entitled to recover from the customer all reasonable legal fees incurred in connection with Company enforcing the terms and conditions of this Agreement.

37. Software and Digital Services. Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, Company's standard terms for such Software and

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Software related professional services in effect from time to time at https://www.johnsoncontrols com/techterms (collectively, the "Software Terms"). Applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, Company and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto. Notwithstanding any other provisions of this Agreement and unless otherwise agreed to by the parties in writing, the following terms apply to Software that is provided to Customer on a subscription basis (i e., a time limited license or use right), (each a "Software Subscription"): Each Software Subscription provided hereunder will commence on the date the initial credentials for the Software are made available (the "Subscription Start Date") and will continue in effect until the expiration of the subscription term noted herein. At the expiration of the Software Subscription, such Software Subscription will automatically renew for consecutive one (1) year terms (each a "Renewal Subscription Term"), unless either party provides the other party with a notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term. To the extent permitted by applicable law, Software Subscriptions purchases are non-cancelable and the sums paid nonrefundable. Fees for Software Subscriptions shall be paid annually in advance, invoiced on the Subscription Start Date and each subsequent anniversary thereof. Unless otherwise agreed by the parties in writing, the subscription fee for each Renewal Subscription Term will be priced at JCI's then-applicable list price for that Software offering. Any use of Software that exceeds the scope, metrics or volume set forth in this Agreement will be subject to additional fees based on the date such excess use began.

38. Electronic Media. Electronic Media. Either party may scan, fax, email, image, or otherwise convert this Agreement into an electronic format of any type or form, now known or developed in the future. Any unaltered or unadulterated copy of this Agreement produced from such an electronic format will be legally binding upon the parties and equivalent to the original for all purposes, including litigation. JCI may rely upon Customer's assent to the terms and conditions of this Agreement, if Customer has signed this Agreement or demonstrated its intent to be bound whether by electronic signature or otherwise.

39. Lien Legislation. Notwithstanding anything to the contrary contained herein, the terms of this Agreement shall be subject to the lien legislation applicable to the location where the work will be performed, and, in the event of conflict, the applicable lien legislation shall prevail.

40. Privacy.*Company as* : Where Company factually acts as Processor of Personal Data on behalf of Customer (as such terms are defined in the DPA) the terms at www.johnsoncontrols com/dpa ("DPA") shall apply. ***Company as :*** Company will collect, process and transfer certain personal data of Customer and its personnel related to the business relationship between it and Customer (for example names, email addresses, telephone numbers) as controller and in accordance with Company's Privacy Notice at https://www johnsoncontrols.com/privacy. Customer acknowledges Company's Privacy Notice and strictly to the extent consent is mandatorily required under applicable law, Customer consents to such collection, processing and transfer. To the extent consent to such collection, processing and transfer by Company is mandatorily required from Customer's personnel under applicable law, Customer warrants and represents that it has obtained such consent.

41. License Information (Security System Customers): AL Alabama Electronic Security Board of Licensure 7956 Vaughn Road, Pmb 392, Montgomery, Alabama 36116 (334) 264-9388: AR Regulated by: Arkansas Board of Private Investigators And Private Security Agencies, #1 State Police Plaza Drive, Little Rock 72209 (501)618-8600: CA Alarm company operators are licensed and regulated by the Bureau of Security and Investigative Services, Department of Consumer Affairs, Sacramento, CA, 95814. Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a violation of the Alarm Company Act: NY Licensed by N.Y.S. Department of the State: TX Texas Commission on Private Security, 5805 N. Lamar Blvd., Austin, 78752-4422, 512-424-7710.License numbers available at www.johnsoncontrols.com or contact your local Johnson Controls office.

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Commissioners Court - Regular Session **25.**

Meeting Date: 01/17/2023

Authorize Issuing RFCSP #23CSP32 County Justice Center North Roof Replacement for Facilities Management

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed responses for the County Justice Center North Roof Replacement for Facilities Management, under RFCSP #23CSP32. Funding source is P615.

Background

Williamson County is seeking to contract with a general contractor for the replacement of the North Roof at the County Justice Center. The funding source is P615 and the point of contact is Wendy Danzoy.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	01/12/2023 07:34 AM
County Judge Exec Asst.	Becky Pruitt	01/12/2023 08:23 AM
Form Started By: Johnny Grimaldo		Started On: 01/11/2023 11:24 AM
Final Approval Date: 01/12/2023		

Commissioners Court - Regular Session **26.**

Meeting Date: 01/17/2023

CJC Judges' Security Improvements (P476) – Amendment 1 to PSA2

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 Contract Amendment 1 to Williamson County Contract for Design and Engineering Services between Williamson County and Johnston, LLC, dated January 28th, 2022, relating to the Justice Center Judges' Security Improvements Project (P476).

Background

This amendment is to clarify invoicing methods in the contractual language and to allow for additional services. Point of contact is Angel Nunez, Facilities Management Project Manager.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

PSA2-A1

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	01/12/2023 10:22 AM
County Judge Exec Asst.	Becky Pruitt	01/12/2023 11:35 AM
Form Started By: Wendy Danzoy		Started On: 01/12/2023 10:11 AM
Final Approval Date: 01/12/2023		

AMENDMENT NO. 01
TO
AGREEMENT FOR DESIGN & ENGINEERING SERVICES

PROJECT: **CJC Judges' Security Improvements** ("Project")

ARCHITECT/ ENGINEER: **Johnston, LLC** ("A/E")
Rich Elwood, Director of Management
2603 August Dr., Suite 1500
Houston, Texas 77057

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

THIS AMENDMENT NO. 01 to **Agreement for Design and Engineering Services**, effective as of the latest date of the signatories indicated at the conclusion of this document (the "Effective Date"), is made pursuant to the terms and conditions of said Agreement by and between **Williamson County, Texas** a political subdivision of the State of Texas ("County") and A/E.

WHEREAS, County and A/E previously executed an Agreement for Design and Engineering Services being dated effective January 28th, 2022 ("Agreement");

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

WHEREAS, the parties wish to amend the language relating to Article 7 and Section 8.1 of the Agreement; and

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

AGREEMENT

NOW, THEREFORE, premises considered, the County and the Engineer agree that the Contract is supplemented, amended and modified as follows:

I. Amendment to Article 7

Article 7 shall be amended and supplanted by the following:

ARTICLE 7

ADDITIONAL SERVICES AND CHARGES

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

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

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

II. Amendment to Section 8.1

Section 8.1 shall be amended and supplanted by the following:

8.1 Time of Payment.

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

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

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

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

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

III. Terms of Contract Control and Extent of Amendment No. 1

All other terms of the Contract and any prior amendments thereto which have not been specifically amended herein shall remain the same and shall continue in full force and effect.

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

A/E:
Johnston, LLC

By: _____
Signature

Rich Elwood
Printed Name

Director
Title

Date Signed: 1/11/2023

COUNTY:
Williamson County, Texas

By: _____
Signature

_____
Printed Name

_____
Title

Date Signed: _____

Commissioners Court - Regular Session **27.**

Meeting Date: 01/17/2023

CJC Judges' Security Improvements (P476) – Supplemental Agreement 1 to PSA1-A1

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

Department: Facilities Management

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Supplemental Agreement 1 for Williamson County Contract for Design and Engineering Services between Williamson County and Johnston, LLC, relating to the Justice Center Judges' Security Improvements Project (P476)

Background

This supplemental agreement is to include additional items in the project scope and adjust the schedule. This is for an increase of $6,250 and a revised termination date of September 16, 2023. Point of contact is Angel Nunez, Facilities Management Project Manager.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

PSA1-A1-SA1

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	01/12/2023 10:22 AM
Facilities Management (Originator)	Wendy Danzoy	01/12/2023 11:01 AM
Hal Hawes	Hal Hawes	01/12/2023 11:15 AM
County Judge Exec Asst.	Becky Pruitt	01/12/2023 12:10 PM
Form Started By: Wendy Danzoy		Started On: 01/12/2023 10:13 AM
Final Approval Date: 01/12/2023		

SUPPLEMENTAL AGREEMENT NO. 01
TO
AGREEMENT FOR DESIGN & ENGINEERING SERVICES

PROJECT:	**CJC Judges' Security Improvements**	("Project")
ARCHITECT/ ENGINEER:	**Johnston, LLC** Rich Elwood, Director of Management 2603 August Dr., Suite 1500 Houston, Texas 77057	("A/E")
COUNTY'S DESIGNATED REPRESENTATIVE:	**Williamson County Facilities Department** Director of Facilities 3101 SE Inner Loop Georgetown, Texas 78626	

THIS SUPPLEMENTAL AGREEMENT NO. 01 to **Agreement for Design and Engineering Services**, effective as of the latest date of the signatories indicated at the conclusion of this document (the "Effective Date"), is made pursuant to the terms and conditions of said Agreement by and between **Williamson County, Texas** a political subdivision of the State of Texas ("County") and A/E.

RECITALS

WHEREAS, County and A/E previously executed **Agreement for Design and Engineering Services** being dated effective **January 28th, 2022** ("Agreement");

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

WHEREAS, County now wishes to **include additional items into the project scope and adjust the schedule**; all of which would constitute Additional Services due to being outside the original scope of Basic Services; and,

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

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

SUPPLEMENTAL AGREEMENT

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

ARTICLE 1
SCOPE OF ADDITIONAL SERVICES

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

ARTICLE 2
COMPENSATION FOR ADDITIONAL SERVICES

In accordance with the terms and conditions of the Agreement, County hereby agrees to pay A/E **Six Thousand Two Hundred Fifty Dollars ($6,250)** as detailed in Attachment B – *Fee Schedule*.

ARTICLE 3
TIME FOR PERFORMANCE OF ADDITIONAL SERVICES

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

ARTICLE 4
TERMS OF AGREEMENT & EXTENT OF SUPPLEMENTAL AGREEMENT

All Additional Services described herein will be performed in accordance with the terms and conditions of the Agreement. All other terms of the Agreement and any prior amendments thereto which have not been specifically amended herein shall remain the same and shall continue in full force and effect.

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

A/E:
Johnston, LLC

By: _____
Signature

Rick Elwood
Printed Name

Director
Title

Date Signed: 1/11/2023

COUNTY:
Williamson County, Texas

By: _____
Signature

_____
Printed Name

_____
Title

Date Signed: _____

ATTACHMENT A

SCOPE OF ADDITIONAL SERVICES

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

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

These services may include, but are not limited to as-built drawings, programming, architectural, structural, civil, mechanical, plumbing, electrical, hazardous materials, IT and security, landscape and irrigation, cost estimates and construction administration, master planning, facility condition assessment, forensic investigations, real estate evaluations, and specialized studies and analyses as agreed to by County and A/E.

SCOPE OF WORK:

A/E shall provide Additional Services associated with the design of the following items:

- **Equipping vehicular gates at Forest St. with license plate readers and call buttons in lieu of card reader.**
- **Reconfiguring sidewalks and parking to improve accessibility to the building.**
- **Treatment of existing exterior windows of the Justice Center building to provide ballistics protection.**

ATTACHMENT B

FEE SCHEDULE

This schedule indicates fees by Phase of the Basic Fee:		$	201,366	100%
100%	**Johnston, LLC**	$	201,366	
Phase I - ASSESSMENT & SCHEMATIC DESIGN		$	21,907	11%
	Johnston, LLC	$	21,907	
Phase II - DESIGN DEVELOPMENT		$	37,556	19%
	Johnston, LLC	$	37,556	
Phase III - CONSTRUCTION DOCUMENTS		$	79,321	39%
	Johnston, LLC	$	73,071	
	Johnston, LLC - Additional Services (SA #1)	$	6,250	
Phase IV - REGULATORY REVIEW AND PERMITS		$	3,545	2%
	Johnston, LLC	$	3,545	
Phase V - BIDDING, AWARD, AND EXECUTION		$	3,545	2%
	Johnston, LLC	$	3,545	
Phase VI - CONSTRUCTION ADMINISTRATION		$	49,944	25%
	Johnston, LLC	$	49,944	
Phase VII - PROJECT CLOSE-OUT		$	5,549	3%
	Johnston, LLC	$	5,549	

ATTACHMENT C

PRODUCTION SCHEDULE

A/E agrees to complete the professional design services called for in **Exhibit A** of this Agreement within **Five Hundred Ninety Two (592) calendar days** from the date of this Agreement.

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

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

Agreement Execution Date	**01/25/22**
Phase I - ASSESSMENT & SCHEMATIC DESIGN	
Preliminary Scope and Budget analysis deliverables	01/31/22
30% Plans, Specifications and Estimate deliverables	03/04/22
County written authorization to proceed to next phase	03/18/22
Phase II - DESIGN DEVELOPMENT	
60% Plans, Specifications and Estimate deliverables	01/20/23
County written authorization to proceed to next phase	01/30/23
Phase III - CONSTRUCTION DOCUMENTS	
Complete Plans, Specifications and Estimate deliverables	02/20/23
County written authorization to proceed to next phase	03/02/23
Phase IV - REGULATORY REVIEW AND PERMITS	
Sealed Plans, Specifications and Estimate deliverables to County	03/02/23
Plans submittal to TDLR and Permit application submittal to City	03/02/23
Construction Permits received from City	03/16/23
Phase V - BIDDING, AWARD, AND EXECUTION	
Permitted Plans and Specifications and Estimate deliverables to County	03/16/23

County advertises project for Bid	03/16/23
Contract Award	04/15/23

Phase VI - CONSTRUCTION ADMINISTRATION

Contractor Notice to Proceed	04/22/23
Construction Substantial Completion	07/15/23

Phase VII - PROJECT CLOSE-OUT

Record Documents deliverables	07/29/23
Agreement Termination Date	**09/16/23**

Commissioners Court - Regular Session **28.**

Meeting Date: 01/17/2023

Avery Centre Road District #1 Order Colony Drive

Submitted By: Julie Kiley, County Auditor

Department: County Auditor

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on an Order approving a construction contract for roadway related improvements within the Avery Centre Road District #1.

Background

Attached are the documents from the Developer for the approval of the construction of Colony Drive. This road may be reimbursed upon acceptance by the City or County from the Avery Centre Road District #1.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Avery Centre Road District #1 Award of Colony Drive Construction

Order Avery Centry Road District #1 Colony Drive

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	01/12/2023 08:54 AM
Form Started By: Julie Kiley		Started On: 01/12/2023 08:44 AM
Final Approval Date: 01/12/2023		

PAPE-DAWSON ENGINEERS

December 15, 2022

Avery Centre Road District NO. 1
Williamson County, Texas

Re: Avery Centre East Phase 2
Roadway, Drainage, Water and Wastewater Improvements
Recommendation of Contract Award
Project No. 51259-02

Dear Commissioners:

Pape-Dawson Engineers, Inc. has evaluated the bid results of the above referenced Project, which were read on September 28, 2022 at 2:00 pm. We received two (2) bids from contractors. The results of the bid are attached in the bid tabulation sheet.

We have reviewed the bid documentation provided and recommend awarding the contract to JL Gray Construction, INC in the amount of $1,751,353.75.

Should you have questions or need additional information, please do not hesitate to contact our office.

Sincerely,
Pape-Dawson Engineers, Inc.
Texas Board of Professional Engineers, Firm Registration # 470



12/15/22

Michael Fisher, P.E.
Senior Vice President

Attachments: Bid Tabulation, Affidavit of Publisher of Public Bid Notification

H:\Projects\512\59\02\301 Construction Plans\Documents\Bid\Recommendation of Contract Award.doc

BID TAB
AVERY CENTRE EAST PHASE 2
STREET, DRAINAGE, WATER & WASTEWATER IMPROVEMENTS

Project:	**Avery Centre East Phase 2**	Client:	**ZT Development, LP**
Project No:	**51259-02**	Date:	**October 11, 2022**
Prepared By:	**Pape-Dawson Engineers, Inc.**	Lots:	
Bid Set Dated:	**August 9, 2022**	UPA:	
		Acres:	

AVERY CENTRE EAST PHASE 2

SUMMARY OF COSTS

ITEM (Common Improvements)		JL GRAY CONSTRUCTION, INC		LIBERTY CIVIL CONSTRUCTION, LLC	
			COST		COST
PAVING AND EARTHWORK IMPROVEMENTS			$ 718,864.00		$ 771,264.63
DRAINAGE IMPROVEMENTS			$ 296,340.00		$ 323,107.69
WATER IMPROVEMENTS			$ 238,500.50		$ 247,282.87
RECLAIM WATER IMPROVEMENTS			$ 44,591.00		$ 44,740.32
WASTEWATER IMPROVEMENTS			$ 429,065.00		$ 366,305.62
EROSION CONTROL IMPROVEMENTS			$ 23,993.25		$ 38,398.87
GRAND TOTAL BID PRICE			$ 1,751,353.75		$ 1,791,100.00

AVERY CENTRE EAST PHASE 2

Item				JL GRAY CONSTRUCTION, INC			LIBERTY CIVIL CONSTRUCTION, LLC		
No.	Description	Bid Qty	Unit	Contractor Qty	Unit Cost	Item Total	Contractor Qty	Unit Cost	Item Total
	PAVING AND EARTHWORK IMPROVEMENTS								
1	CLEARING AND GRUBBING (LOC LIMITS)	20,689	SY	20,689	$ 5.75	$ 118,961.75	20,689	$ 0.13	$ 2,689.57
2	EXCAVATION	1	LS	1	$ 15,650.00	$ 15,650.00	1	$ 60,000.00	$ 60,000.00
3	EMBANKMENT	1	LS	1	$ 39,500.00	$ 39,500.00	1	$ 96,000.00	$ 96,000.00
4	IMPORT SUITABLE FILL MATERIAL REQUIRED TO BALANCE SITE	1	LS	1	$ 110,525.00	$ 110,525.00	1	$ 142,000.00	$ 142,000.00
5	SUBGRADE PREPARATION (3' BOC)	4,658	SY	4,658	$ 2.50	$ 11,645.00	4,658	$ 1.95	$ 9,083.10
6	12" LIME STABILIZED SUBGRADE (3' BOC)	4,658	SY	4,658	$ 12.75	$ 59,389.50	4,658	$ 15.73	$ 73,270.34
7	18" FLEXIBLE BASE (3' BOC)	4,658	SY	4,658	$ 19.25	$ 89,666.50	4,658	$ 20.19	$ 94,045.02
8	3" TYPE D HMAC (LOG-LOG)	3,365	SY	3,365	$ 25.00	$ 84,125.00	3,365	$ 25.24	$ 84,932.60
9	3.5" TYPE C HMAC (LOG-LOG)	3,365	SY	3,365	$ 28.75	$ 96,743.75	3,365	$ 29.80	$ 100,277.00
10	6" STANDARD CURB & GUTTER	2,105	LF	2,105	$ 19.00	$ 39,995.00	2,105	$ 18.81	$ 39,595.05
11	RIBBON CURB	123	LF	123	$ 27.50	$ 3,382.50	123	$ 26.15	$ 3,216.45
12	TYPE II CONCRETE DRIVEWAY	2	EA	2	$ 10,900.00	$ 21,800.00	2	$ 4,578.95	$ 9,157.90
13	STOP SIGN W/ STREET NAME AND STOP BAR	2	EA	2	$ 775.00	$ 1,550.00	2	$ 844.75	$ 1,689.50
14	STREET SIGNAGE/STRIPING IMPROVEMENTS	1	LS	1	$ 8,275.00	$ 8,275.00	1	$ 25,631.74	$ 25,631.74
15	STREETLIGHTS	5	EA	5	$ 1,350.00	$ 6,750.00	5	$ 1,994.96	$ 9,974.80
16	SAWCUT AND TIE INTO EXISTING CR 112	1	LS	1	$ 1,000.00	$ 1,000.00	1	$ 545.00	$ 545.00
17	REMOVE CURB AND TIE INTO EXISTING WALLIN BRADLEY DRIVE	1	LS	1	$ 1,125.00	$ 1,125.00	1	$ 2,180.00	$ 2,180.00
18	TRAFFIC CONTROL	1	LS	1	$ 2,280.00	$ 2,280.00	1	$ 5,477.25	$ 5,477.25
19	STREET END BARRICADES	1	EA	1	$ 1,400.00	$ 1,400.00	1	$ 1,117.25	$ 1,117.25
20	3" SCH 80 CONDUIT	132	LF	132	$ 25.00	$ 3,300.00	132	$ 55.21	$ 7,287.72
21	GROUND BOXES	2	EA	2	$ 900.00	$ 1,800.00	2	$ 1,547.17	$ 3,094.34
	SUBTOTAL					**$ 718,864.00**			**$ 771,264.63**
	DRAINAGE IMPROVEMENTS								
1	18" CLASS III RCP	171	LF	171	$ 73.00	$ 12,483.00	171	$ 84.59	$ 14,464.89
2	24" CLASS III RCP	58	LF	58	$ 97.50	$ 5,655.00	58	$ 119.22	$ 6,914.76
3	48" CLASS III RCP	443	LF	443	$ 238.00	$ 105,434.00	443	$ 232.49	$ 102,993.07
4	6'X3' SBC	149	LF	149	$ 495.00	$ 73,755.00	149	$ 491.65	$ 73,255.85
5	TRENCH SAFETY	821	LF	821	$ 1.00	$ 821.00	821	$ 1.09	$ 894.89
6	10' CURB INLET	3	EA	3	$ 6,175.00	$ 18,525.00	3	$ 5,483.81	$ 16,451.43
7	6'X6' AREA INLET	1	EA	1	$ 6,375.00	$ 6,375.00	1	$ 7,292.30	$ 7,292.30
8	6'X6' JUNCTION BOX	3	EA	3	$ 5,800.00	$ 17,400.00	3	$ 6,363.48	$ 19,090.44
9	8'X8' JUNCTION BOX	1	EA	1	$ 13,000.00	$ 13,000.00	1	$ 18,857.83	$ 18,857.83
10	RAISE MH CASTINGS	4	EA	4	$ 850.00	$ 3,400.00	4	$ 456.03	$ 1,824.12
11	6'X3' SLOPED HEADWALL	2	EA	2	$ 14,500.00	$ 29,000.00	2	$ 19,392.50	$ 38,785.00
12	REMOVE PLUG AND CONNECT TO EXISTING 48" RCP	1	LS	1	$ 150.00	$ 150.00	1	$ 2,262.51	$ 2,262.51
13	5' BOTTOM WIDTH TEMPORARY DRAINAGE CHANNEL	1	LS	1	$ 550.00	$ 550.00	1	$ 2,180.00	$ 2,180.00
14	TXDOT SRR PROTECTION STONE RIP-RAP (1' THICK, D50=6", MIN ROCK DIA=4")	36	SY	36	$ 43.25	$ 1,557.00	36	$ 54.00	$ 1,944.00
15	MORTARED ROCK RIP-RAP (1' THICK, D50=6", MIN ROCK DIA=4")	122	SY	122	$ 67.50	$ 8,235.00	122	$ 130.30	$ 15,896.60
	SUBTOTAL					**$ 296,340.00**			**$ 323,107.69**

	WATER IMPROVEMENTS								
1	REMOVE PLUG AND BLOWOFF ASSEMBLY, CONNECT TO EXISTING 12" WATER LINE	1	LS	1	$ 1,675.00	$ 1,675.00	1	$ 4,246.50	$ 4,246.50
2	12" C900 DR-14 WATER LINE INCLUDING FITTINGS AND APPURTENANCES	762	LF	762	$ 126.50	$ 96,393.00	762	$ 126.09	$ 96,080.58
3	12" DUCTILE IRON WATER LINE INCLUDING FITTINGS AND APPURTENANCES	257	LF	257	$ 175.50	$ 45,103.50	257	$ 178.86	$ 45,967.02
4	TRENCH SAFETY	1,019	LF	1,019	$ 1.00	$ 1,019.00	1,019	$ 0.55	$ 560.45
5	12" GATE VALVE	13	EA	13	$ 2,500.00	$ 32,500.00	13	$ 2,691.22	$ 34,985.86
6	RAISE VALVE CASTINGS	13	EA	13	$ 295.00	$ 3,835.00	13	$ 183.35	$ 2,383.55
7	FIRE HYDRANT ASSEMBLY	4	EA	4	$ 6,850.00	$ 27,400.00	4	$ 6,890.40	$ 27,561.60
8	2" BLOW OFF ASSEMBLY	5	EA	5	$ 2,525.00	$ 12,625.00	5	$ 3,762.05	$ 18,810.25
9	2" AIR RELEASE VALVE	1	EA	1	$ 5,800.00	$ 5,800.00	1	$ 6,994.51	$ 6,994.51
10	24" STEEL ENCASEMENT PIPE	45	LF	45	$ 270.00	$ 12,150.00	45	$ 215.39	$ 9,692.55
	SUBTOTAL					**$ 238,500.50**			**$ 247,282.87**
	RECLAIM WATER IMPROVEMENTS								
1	REMOVE PLUG AND BLOWOFF ASSEMBLY, CONNECT TO EXISTING 8" RECLAIM WATER LINE	1	LS	1	$ 1,300.00	$ 1,300.00	1	$ 2,847.10	$ 2,847.10
2	8" C-900 DR-14 WATER LINE (RECLAIM) INCLUDING FITTINGS AND APPURTENANCES	278	LF	278	$ 88.50	$ 24,603.00	278	$ 84.92	$ 23,607.76
3	8" DUCTILE IRON WATER LINE (RECLAIM) INCLUDING FITTINGS AND APPURTENANCES	85	LF	85	$ 120.00	$ 10,200.00	85	$ 99.19	$ 8,431.15
4	TRENCH SAFETY	363	LF	363	$ 1.00	$ 363.00	363	$ 0.55	$ 199.65
5	8" GATE VALVE	1	EA	1	$ 2,750.00	$ 2,750.00	1	$ 2,710.43	$ 2,710.43
6	1.5" WATER METER	1	EA	1	$ 3,050.00	$ 3,050.00	1	$ 3,369.71	$ 3,369.71
7	2" BLOWOFF ASSEMBLY	1	EA	1	$ 2,325.00	$ 2,325.00	1	$ 3,574.52	$ 3,574.52
	SUBTOTAL					**$ 44,591.00**			**$ 44,740.32**
	WASTEWATER IMPROVEMENTS								
1	CORE AND CONNECT TO EXISTING 4' DIA MANHOLE AND RE-COAT	3	EA	3	$ 9,100.00	$ 27,300.00	3	$ 3,145.94	$ 9,437.82
2	8" SDR-26 WASTEWATER LINE (ALL DEPTHS)	170	LF	170	$ 86.75	$ 14,747.50	170	$ 76.32	$ 12,974.40
3	12" SDR-26 WASTEWATER LINE (ALL DEPTHS)	1,542	LF	1,542	$ 112.75	$ 173,860.50	1,542	$ 101.45	$ 156,435.90
4	TRENCH SAFTEY	1,712	LF	1,712	$ 2.25	$ 3,852.00	1,712	$ 1.09	$ 1,866.08
5	4' DIAMETER STANDARD MANHOLE	12	EA	12	$ 8,675.00	$ 104,100.00	12	$ 6,539.93	$ 78,479.16
6	RAISE MANHOLE CASTINGS	12	EA	12	$ 500.00	$ 6,000.00	12	$ 456.09	$ 5,473.08
7	24" STEEL ENCASEMENT	143	LF	143	$ 260.00	$ 37,180.00	143	$ 206.96	$ 29,595.28
8	BORE CR 112	1	LS	1	$ 62,025.00	$ 62,025.00	1	$ 72,043.90	$ 72,043.90
	SUBTOTAL					**$ 429,065.00**			**$ 366,305.62**

	EROSION CONTROL IMPROVEMENTS								
1	STABILIZED CONSTRUCTION ENTRANCE	2	EA	2	$ 2,050.00	$ 4,100.00	2	$ 1,105.00	$ 2,210.00
2	CONCRETE WASH-OUT AREA	1	EA	1	$ 850.00	$ 850.00	1	$ 817.80	$ 817.80
3	SILT FENCE	2,701	LF	2,701	$ 3.25	$ 8,778.25	2,701	$ 3.10	$ 8,373.10
4	ROCK BERM	53	LF	53	$ 30.00	$ 1,590.00	53	$ 28.34	$ 1,502.02
5	10' CURB INLET PROTECTION	4	EA	4	$ 155.00	$ 620.00	4	$ 98.10	$ 392.40
6	6'X6' INLET PROTECTION	1	EA	1	$ 155.00	$ 155.00	1	$ 103.55	$ 103.55
7	REVEGETATION (DISTURBED AREA NOT DETAILED IN LANDSCAPE PLANS)	1	LS	1	$ 7,900.00	$ 7,900.00	1	$ 25,000.00	$ 25,000.00
	SUBTOTAL					**$ 23,993.25**			**$ 38,398.87**
	COMMON IMPROVEMENTS SUBTOTAL					**$ 1,751,353.75**			**$ 1,791,100.00**

AVERY CENTRE EAST PHASE 2

ALTERNATIVE ITEM IMPROVEMENTS

Item				JL GRAY CONSTRUCTION, INC			LIBERTY CIVIL CONSTRUCTION, LLC		
No.	**Description**	**Quantity**	**Unit**	**Contractor Qty**	**Unit Cost**	**Item Total**	**Contractor Qty**	**Unit Cost**	**Item Total**
	ALTERNATE IMPROVEMENTS								
1	HAUL OFF (DISPOSAL OF EXCESS MATERIAL OFF-SITE)	1	LS		NO HAUL OFF	$ -	1	$1.00	$ 1.00
GRAND TOTAL BID PRICE						**$ 1,751,353.75**			**$ 1,791,100.00**

NOTES:

1. The bid Tab does not include line items for landscape improvements or dry utilities.
2. All bid prices must include all applicable sales tax.
3. Should the bidder determine a line item quantity to be different than what is listed in the bid form, the bidder is to price their determined quantity.

Affidavit of Publisher to Publication of Legal Notice

THE STATE OF TEXAS
COUNTY OF WILLIAMSON
IN THE MATTER OF

Pape-Dawson Engineers
Invitation to Bidders
Avery Centre East Phase 2" Round Rock, Williamson County, Texas

The Williamson County Sun/Sunday Sun, newspapers of general circulation, have been continuously and regularly published for a period of not less than one year in the County of WILLIAMSON, Texas, preceding the date of the above-referenced notice. Said notice was published in said paper as follows:

First insertion 28th day of August, 2022
Second insertion 4th day of September, 2022
Third insertion _____ day of September, 2022
Fourth insertion _____ day of September, 2022

Ellen Greeney
Newspaper Representative
Subscribed and sworn to before me, this -
7th day of September, 2022.

Witness my hand and official seal.

Dawn Steele, Notary Public
My Commission Expires August 26, 2024

DAWN R. STEELE NOTARY PUBLIC STATE OF TEXAS ID 384195-3 08-26-2024

INVITATION TO BIDDERS

Sealed Bids, addressed to ZT Development, LP, (the "Developer") on behalf of Avery Centre Road District No. 1 (the "District"), Attention Jason Haun, will be received at the office of the ENGINEER, Pape-Dawson Engineers, Inc., 10801 North Mopac Expressway, Building 3, Suite 200, Austin, Texas 78759, until 2:00 p.m. Local Time, September 21, 2022, and then publicly opened and read for "Avery Centre East Phase 2" Round Rock, Williamson County, Texas.

Scope of Work of the Contract includes the following: roadway, drainage, water, wastewater, and landscape improvements.

Bids received after the closing time will be returned unopened. A MANDATORY pre-bid conference will be held on September 7, 2022, at 2:00 p.m. Local Time, at the office of Pape-Dawson Engineers, Inc. located at 10801 North MoPac Expressway, Building 3 – Suite 200, Austin, Texas 78759. Attendance by each prospective bidder or its representative at the pre-bid conference is MANDATORY, and no Bid will be opened unless the bidder or representative was present at the pre-bid conference.

Each Bid must be accompanied by a Bid Bond or a certified or cashier's check, acceptable to the Owner, in an amount not less than five percent (5%) of the total amount Bid, as a guarantee that the successful bidder will enter into the Contract and execute the Payment and Performance Bonds on the forms provided and provide the required insurance certificates within seven (7) days after the date Contract Documents are received by the Contractor.

Copies of the bidding documents are on file at the following locations: 10801 North MoPac Expressway, Building 3 – Suite 200, Austin, Texas 78759.

The Owner reserves the right to reject any or all Bids and to waive all defects and irregularities in bidding or bidding process except time of submitting a Bid. The Successful Bidder, if any, will be the responsible Bidder which in the Board's judgment will be most advantageous to the District and result in the best and most economical completion of the Project.

ORDER

AN ORDER OF THE WILLIAMSON COUNTY COMMISSIONERS COURT APPROVING A CONSTRUCTION CONTRACT FOR A ROADWAY AND RELATED IMPROVEMENTS WITHIN THE AVERY CENTRE ROAD DISTRICT #1

WHEREAS, on January 21, 2009, the Commissioners Court of Williamson County, Texas created the Avery Centre Road District #1 (the "District"), and

WHEREAS, Chapter 257.003 of the Texas Transportation Code requires the County to approve construction contracts for roadways within the District for which reimbursements may be requested,

NOW, THEREFORE, BE IT ORDERED BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS, THAT:

SECTION 1. The facts and recitations contained in the preamble of this Order are hereby found and declared to be true and correct and are incorporated by reference herein and expressly made a part hereof, as if copied verbatim.

SECTION 2. The Commissioners Court hereby approves the construction contract for the construction of Avery Centre East Phase 2, aka Colony Drive, within the District to JL Construction, Inc.

SECTION 3. The reimbursements as stated in the Agreement must still be approved by the District after the roadway is accepted by the County or City of Round Rock.

SECTION 4. The County Judge is hereby authorized to sign this Order on behalf of the County.

ORDERED this _____ day of _____, 2023.

WILLIAMSON COUNTY:

_____
Bill Gravell, Jr., County Judge

ATTEST:_____
Nancy Rister, County Clerk

Commissioners Court - Regular Session **29.**

Meeting Date: 01/17/2023

Authorize Issuing IFB #23IFB33 CR 404 Realignment for HNTB

Submitted For: Joy Simonton **Submitted By:** Gretchen Glenn, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for CR 404 Realignment, under IFB #23IFB33. Funding Source is P391.

Background

Williamson County is seeking qualified contractors for the construction of a new four lane, undivided, non-freeway facility with shoulders consisting of earthwork, grading, drainage structures, base course, and asphaltic concrete pavement. Budgeted amount: $5,600,000.00. Funding source: P391. Point of Contact is Kim Scherer.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	01/12/2023 07:30 AM
County Judge Exec Asst.	Becky Pruitt	01/12/2023 08:21 AM
Form Started By: Gretchen Glenn		Started On: 01/10/2023 04:39 PM
Final Approval Date: 01/12/2023		

Commissioners Court - Regular Session **30.**

Meeting Date: 01/17/2023

FEMA Information Sharing Access Agreement

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

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on the approval authorizing an agreement between the Department of Homeland Security Federal Emergency Management Agency and Williamson County.

Background

This agreement allows FEMA to share the National Flood Insurance Program (NFIP) claims data with Williamson County, in conjunction with the audit of our Floodplain Management Program currently scheduled for the week starting January 17, 2023.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

FEMA Information Sharing Access Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	01/10/2023 12:51 PM
Form Started By: Vicky Edwards		Started On: 01/05/2023 03:52 PM
Final Approval Date: 01/10/2023		

Agreement No./Title: _____

DEPARTMENT OF HOMELAND SECURITY
Federal Emergency Management Agency

INFORMATION SHARING ACCESS AGREEMENT (ISAA)

BETWEEN

THE DEPARTMENT OF HOMELAND SECURITY/FEDERAL EMERGENCY MANAGEMENT AGENCY (DHS/FEMA)

AND

Williamson County Texas

1. INTRODUCTION. The U.S. Department of Homeland Security/Federal Emergency Management Agency (DHS/FEMA) and Williamson County Texas (Williamson County) (hereinafter referred to as "Recipient Entity"), hereinafter collectively referred as the "Parties," voluntarily enter into this Information Sharing Access Agreement (ISAA) (alternatively "Agreement") to govern the collection, use, access, disclosure, security, and retention of the Personally Identifiable Information (PII) dataset(s) described herein.

2. PURPOSE AND BACKGROUND. The purpose of this Agreement is to document the safeguarding requirements for PII dataset(s) shared by FEMA with Recipient Entity to identify high risk area and to ensure floodplain management compliance and target potential hazard mitigation projects.

a. Recipient Entity is a(n) A local community that participates in the NFIP. Recipient Entity requires access to PII dataset(s) concerning NFIP policy, claim, repetitive loss and severe repetitive loss for community and service areas, as documented in Appendix A, to NFIP data will be used for floodplain management, CRS and hazard mitigation activity, assisting to make SD determinations and buyouts.

[1] E.g. "NFIP Pivot is used to account for flood insurance policies and claims under the National Flood Insurance Program."

3. AUTHORITIES. *[Must be verified by program legal counsel]*

a. ☐ Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended, Pub. L. No. 93-288 (1974), (codified at 42 U.S.C. §§ 5121-5207) (Stafford Act) ☒ National Flood Insurance Act of 1968, Pub. L. No. 90-448, Title XIII (1968) (42 U.S.C. 4001 et seq.) (NFIA) ☐ _____ _____;

b. Privacy Act of 1974, as amended, 5 U.S.C. § 552a (Privacy Act);

c. ☐ DHS/FEMA 008 -Disaster Recovery Assistance Files System of Records (DRA), 78 Fed. Reg. 25,282 (Apr. 30, 2013) (DRA SORN) ☒ DHS/FEMA 003 –NFIP Files System of Records, 79 FR 28747 (May 19, 2014) (NFIP Files SORN) ☐ _____ _____,

i. Routine use N, O, R, T.

d. The E-Government Act of 2002, Public Law 107-347, §208; _____ _____;

4. DEFINITIONS.[2]

a. BREACH (synonymous with "PRIVACY INCIDENT"): The loss of control, compromise, unauthorized disclosure, unauthorized acquisition, or any similar occurrence where (1) a person other than an authorized user accesses or potentially accesses personally identifiable information or (2) an authorized user accesses personally identifiable information for an other than authorized purposed.

b. INCIDENT (synonymous with IT SECURITY INCIDENT): An occurrence that (1) actually or imminently jeopardizes, without lawful authority, the integrity, confidentiality, or availability of information or an information system; or (2) constitutes a violation or imminent threat of violation of law, security policies, security procedures, or acceptable use policies.

c. PERSONALLY IDENTIFIABLE INFORMATION: means information that can be used to distinguish or trace an individual's identity, either alone or when combined with other information that is linked or linkable to a specific individual.

5. RECIPIENT RESPONSIBILITIES. The Recipient Entity's responsibilities under this ISAA are as follows:

a. Maintain appropriate administrative, technical, and physical safeguards to ensure the security and confidentiality of records and to protect against any anticipated threats or hazards to their security or integrity which could result in substantial harm, embarrassment, inconvenience, or unfairness to any individual on whom information is maintained;

b. Maintain the PII dataset(s) provided by FEMA to the Recipient Entity separately or in a manner in which it is easily segregable from the entity's other information;

i. This does not refer to individual PII data elements which the Recipient Entity independently collects, verifies, documents, or incorporates in its records and/or systems separately from FEMA PII datasets for programs or services not addressed in this Agreement;

[2] *See* Handbook for Safeguarding Sensitive PII, Privacy Policy Directive 047-01-007, Revision 3, December 4, 2017.

c. Submit a written request to FEMA for any information request pursuant to this ISAA;

d. Each time PII is requested under this ISAA, indicate the specific purpose and use of the PII and the specific routine use under which the PII is being requested;

e. Use the PII provided pursuant to this ISAA only for the purpose(s) identified in this ISAA and consistent with the applicable Routine Use(s);

f. Restrict access to PII datasets provided by FEMA under this ISAA to authorized personnel and to entities under contract by the requestor (direct contractors) performing functions consistent with the purpose of this ISAA on behalf of Recipient Entity;

g. Retain the original dataset for only so long as necessary for the purposes of this agreement, but in any case, no longer than 1 year.

h. Instruct all individuals with access to PII provided pursuant to this ISAA regarding the confidential nature of the information, the safeguard requirements of this Agreement, and the applicable criminal penalties and civil remedies specified in federal and state laws against unauthorized disclosure of the PII covered by this Agreement;

i. In a timely manner, take appropriate action with regard to any request made by FEMA for access, additions, changes, deletions, or corrections of PII and in a timely manner, notify FEMA of any data errors that it discovers;

j. The Recipient Entity shall ensure no Matching Program, as that term is defined in 5 U.S.C. § 552a(a)(8), will occur using the PII datasets shared under this agreement unless a separate Computer Matching Agreement is in place.

k. If at any time during the term of this ISAA any part of the PII dataset provided under this Agreement, ceases to be required by Recipient Entity for purpose(s) identified in this ISAA, or upon termination of the ISAA, whichever occurs first, within fourteen (14) days thereafter, promptly notify FEMA and securely return the PII to FEMA, or, at FEMA's written request destroy, un-install and/or remove all copies of such PII in the Recipient Entity's possession or control, and certify in writing to FEMA that such tasks have been completed.

6. FEMA RESPONSIBILITIES. FEMA's responsibilities under this ISAA are as follows:

a. Share with Recipient Entity only the PII dataset(s) documented in Appendix A to this ISAA;

b. Transmit or allow access to the information documented in Appendix A to the Recipient Entity in password protected format via encrypted email or via a FEMA-OCIO approved secure information technology (IT) portal, interface, or transfer tool;

c. Ensure that FEMA information provided to Recipient Entity is accurate, complete, and up-to-date as reasonably necessary;

d. Keep a record of the date, nature, and purpose of each disclosure of PII to Recipient Entity under this ISAA, to include the written request for information.

e. FEMA shall not take any adverse action or limit any of its Federal benefits as a result of this sharing of information.

7. THIRD PARTY ACCESS

a. **Ownership of PII Dataset(s).** Notwithstanding any other provision of this Agreement, the PII dataset(s) obtained by Recipient Entity from FEMA shall remain under the control of FEMA, and Recipient Entity will not further disclose PII dataset(s) provided by FEMA to outside third parties without express consent from FEMA or the individuals to whom the PII pertains.

   i. This does not refer to individual PII data elements which the Recipient Entity independently collects, verifies, documents, or incorporates in its records and/or systems for programs or services not addressed in this Agreement.

b. **Open Access/Freedom of Information Requests.** The Recipient Entity shall withhold PII provided by FEMA under this agreement from any open records or Freedom of Information Act (FOIA) response to the extent allowed by law. The Recipient Entity shall provide notice of any request for and/or disclosure of PII provided by FEMA under this agreement in response to open records or FOIA requests.

c. ☒ At this time, Recipient Entity has not indicated an intent to share FEMA PII with third-party contractors. If Recipient Entity utilizes a contractor in connection with its performance of its obligations under the ISAA and Recipient Entity intends to provide such contractor with access to FEMA PII, Recipient Entity shall not share data until notice of the identity of such contractor and the extent of the role that such contractor will play in connection with the purpose of this ISAA has been provided to and approved by FEMA.

d. All contractors granted access by FEMA to any FEMA PII must agree in writing with Recipient Entity to: (a) abide by the terms and conditions in this ISAA, including without limitation, provisions relating to compliance with the protection of FEMA PII and Notice of Privacy Incident; (b) restrict use of FEMA survivor/registrant PII only to the performance of services to Recipient Entity in connection with Recipient Entity's performance of its obligations under this ISAA, and (c) certify in writing, upon completion of the performance of services by a contractor, that the contractor has immediately un-installed, removed, and/or destroyed all copies of FEMA survivor/registrant PII within 30 days of the contractor's performance of services to Recipient Entity.

8. PRIVACY INCIDENT PROCEDURES

a. **Notice of Privacy Incident.** If the Recipient Entity, or its contractors, suspect, discover or are notified of a suspected or confirmed Privacy Incident relating to FEMA PII, the Recipient Entity shall immediately, but in no event later than twenty-four (24) hours from suspicion, discovery or notification of the suspected or confirmed Privacy Incident, notify the FEMA Privacy Officer at (202) 212-5100 or FEMA-Privacy@fema.dhs.gov.

b. **Privacy Incident Handling.** In the event of a Privacy Incident emanating from this ISAA, FEMA will investigate the Privacy Incident pursuant to DHS standard procedures and will consult Recipient Entity to diagnose, mitigate and manage the Incident. The Recipient Entity will be responsible for carrying out all necessary measures to remedy the effects of the Privacy Incident.

c. ☒ *[Select this clause if Entity is a State/Local/Territorial/Tribal Government Agency]*

Remediation. In the event of a Privacy Incident and/or IT Security Incident emanating from this ISAA, FEMA will investigate the Privacy Incident and/or IT Security Incident pursuant to DHS standard procedures and will consult with Recipient Entity in order to diagnose, mitigate, and manage the Privacy Incident and/or IT Security Incident. The Recipient Entity will be responsible for carrying out all reasonable and necessary measures to remedy the effects of a Privacy Incident/Breach, when its actions are responsible for the Privacy Incident/Breach, which may include:

i. Notification to the affected individuals, the public, media, and/or other government entities;

ii. Removing information from an Internet or Intranet page;

iii. Training and awareness for staff on best practices to Safeguard PII;

iv. Disciplinary or corrective action, including counseling for employees.

1. NOTE: any personnel subject to corrective or disciplinary action arising out of a privacy incident must not be identified or identifiable in the Privacy Incident reporting;

v. Revisions to policies and procedures to minimize or eliminate the use of PII when possible;

vi. and/or Any other remediation effort(s) as agreed upon by the Parties.

d. **Penalties.** If the Recipient Entity or one of its employee/agents willfully discloses any PII to a third party not authorized to receive it, FEMA will revoke the Recipient Entity's access to FEMA PII.

9. GENERAL TERMS.

a. **Entire Agreement.** This ISAA constitutes the entire Agreement between the Parties with regard to information sharing. However, if this ISAA is used to supplement a contract between the Parties, to the extent there is any conflict between a term of this ISAA and a term in other acquisition documentation, the term of the underlying acquisition, including the Homeland Security Acquisition Regulations (HSAR) Safeguarding of Sensitive Information (MAR 2015) and Information Technology Security and Privacy Training (MAR 2015) clauses will supersede.

b. **Effective Date, Duration,and Termination.** This ISAA will become effective upon the signature of both Parties and will remain in effect for 1 year, or the lifetime of the acquisition period, whichever is shorter. However, FEMA will only provide the information identified in Appendix A for the disaster period of assistance or, if applicable, for the period of time specified in the Routine Use, whichever is longer. Either party may terminate this Agreement upon written notice to the other party.

c. **Modification.** This ISAA may be modified upon the mutual written consent of the Parties.

d. **Counterparts.** This ISAA, when executed in any number of counterparts and by different Parties on separate counterparts, each of which counterparts when so executed and delivered shall be deemed to be an original, and all of which counterparts taken together shall constitute but one and the same Agreement.

e. **Severability.** Nothing in this ISAA is intended to conflict with current law, regulation or FEMA directives. If a term of this ISAA is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this ISAA shall remain in full force and effect.

f. **No Private Right.** This ISAA is an internal Agreement between FEMA and the Recipient Entity. It does not create nor confer any right or benefit that is substantive or procedural, enforceable by any third party against the Parties, the United States, or other officers, employees, agents, or associated personnel thereof. Nothing in this ISAA is intended to restrict the authority of either party to act as provided by law, statute, or regulation, or to restrict any party from administering or enforcing any laws within its authority or jurisdiction. Accordingly, the terms of this Agreement do not constitute or imply the grant, by the United States of America, of any other consent, accord, satisfaction, advice, or waiver of its rights, power or authority.

g. **Funding.** This ISAA is not an obligation or commitment of funds, nor a basis for transfer of funds. Each party shall bear its own costs in relation to this ISAA. Expenditures by each party will be subject to its budgetary processes and to availability of funds pursuant to applicable laws, regulations, and policies. The Parties expressly acknowledge that this in no way implies that Congress will appropriate funds for such expenditures.

h. **Issue Resolution.** FEMA and Recipient Entity understand that during the course of this ISAA, they may have to resolve issues such as: scope, interpretation of provisions, unanticipated technical matters, and other proposed modifications. Both Parties agree to appoint their respective points of contact to work in good faith towards resolution of such issues. [See Appendix B for points of contacts.]

i. **Auditing/Reporting:** The Parties will coordinate to prepare a report/audit summarizing Recipient Entity and its contractor's (if applicable) compliance with the privacy, redress, and security requirements set forth in this Agreement, to include accounting for all disclosures of FEMA PII. FEMA shall be provided copies of Recipient Entity self-audits. As part of this responsibility, the Recipient Entity further agrees to conduct its own annual audits of compliance with the terms of this Agreement, and to provide the results of these audits to John Bowman FEMA Region 6.

APPROVED BY:

DEPARTMENT OF HOMELAND SECURITY / FEDERAL EMEGENCY MANAGEMENT AGENCY

_____ _____
FEMA Signatory Date

Charlie Cook
Name

Floodplain Mgmt.&Insurance Branch Chf
Title

Mitigation Division / FEMA Region 6
Program Name

DHS/FEMA/Resilience
FEMA

THE RECIPIENT ENTITY:

_____ _____
Recipient Signatory Date

Bill Gravell, Jr.
Name

County Judge
Title

Williamson County Texas
Full Entity Name

Agreement No./Title: _____

Appendix A – HS/FEMA-003 National Flood Insurance Program Files May 19, 2014 79 FR 28747 _____, Routine use N, O, R, T. The following lists the specific data elements in the FEMA PII dataset(s) that will be shared by FEMA with the Williamson County. The Williamson County will only receive the PII data that is necessary to meet the routine use:

- Policyholder Name (Routine Uses I and N only)*
- Property Address
- Date of Loss
- Building Characteristics
- Coverages (building, contents)
- Premium and fees*
- Claims amount paid (building, contents, ICC)
- Non-PII data elements as necessary, requested, and available

*Additional justification and a valid "need to know" is needed to receive policyholder names, premiums, and fees.

NFIP System of Records Notices (SORNs) Routine Uses:

Routine Use N allows FEMA to disclose PII to state, local, and tribal government agencies that provide names, addresses of policyholders within their jurisdictions, and a brief general description of their plan for acquiring and relocating their flood prone properties for the purpose of ensuring that communities engage in floodplain management, improved real property acquisitions, and relocation projects that are consistent with the NFIP. This is contingent upon the Federal Insurance Mitigation Administration determining that the use furthers the flood plain management and hazard mitigation goals of the agency.

Routine Use O allows FEMA to disclose PII to the Army Corps of Engineers and federal, state, local, and tribal government agencies to review NFIP policy and claims information for properties within its jurisdiction in order to assist in hazard mitigation and floodplain management activities, and in monitoring compliance with the floodplain management measures adopted by the community.

Routine Use R allows FEMA to disclose PII to federal, state, local, and tribal government agencies to conduct research, analysis, and feasibility studies of policies and claims within its jurisdiction.

Routine Use T allows FEMA to disclose PII to community officials and representatives to provide repetitive loss records of properties within that community.

Appendix B – Administrative points of contacts for this agreement (Limit of five)

a. The FEMA point of contact is as follows:

Name: John Bowman

Title: Floodplain Management and Insurance Specialist

Phone: +1 (940) 898-5556

Email Address: JohnE.Bowman@fema.dhs.gov

b. The Recipient Entity point of contact is as follows:

Name: David Zwernemann, P.E., CFM

Title: Floodplain Manager

Phone: +1 (512) 943-3356

Email Address: dzwernemann@wilco.org

c. The Recipient Entity point of contact is as follows:

Name: J. Terron Evertson, P.E., CFM

Title: County Engineer/FPA

Phone: +1 (512) 943-3849

Email Address: tevertson@wilco.org

d. The Recipient Entity point of contact is as follows:

Name: Adam Boatright, P.E.

Title: Division Director of Land Development

Phone: +1 (512) 943-3374

Email Address: adam.boatright@wilco.org

e. The Recipient Entity point of contact is as follows:

Name: Bob Daigh, P.E.

Title: Senior Director of Infrastructure

Phone: +1 (512) 943-3355

Email Address: bdaigh@wilco.org

f. The Recipient Entity point of contact is as follows:

Name: Bill Gravell, Jr.

Title: County Judge

Phone: +1 (512) 943-1550

Email Address: ctyjudge@wilco.org

Commissioners Court - Regular Session **31.**

Meeting Date: 01/17/2023

Cobb Fendley 1811-273 WA4 SA4 On Call Utility Coordination

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

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Supplemental Work Authorization No. 4 to Work Authorization No. 4 under Williamson County Contract between Cobb Fendley & Associates, Inc. and Williamson County dated July 16, 2019 for On Call Utility Coordination and Relocation for All Williamson County Road and Bridge Capital Improvement Projects. This supplemental is to increase the maximum amount payable to $250,000.00. Funding source: 01.0777.0200.009007.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Cobb Fendley 1811-273 WA4 SA4 On Call Utility Coordination

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	01/10/2023 11:11 AM
County Judge Exec Asst.	Becky Pruitt	01/10/2023 12:55 PM
Form Started By: Vicky Edwards		Started On: 01/10/2023 10:24 AM
Final Approval Date: 01/10/2023		

SUPPLEMENTAL WORK AUTHORIZATION NO. _4__
TO
WORK AUTHORIZATION NO. __4__

WILLIAMSON COUNTY ROAD AND BRIDGE PROJECT:
On Call Utility Coordination and Relocation for All Williamson County Road and Bridge Capital Improvement Projects

This Supplemental Work Authorization No. __4_ to Work Authorization No. __4__ is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated **July 16, 2019** ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **Cobb Fendley & Associates, Inc.** (the "Firm").

WHEREAS, the County and the Firm executed Work Authorization No. __4__ dated effective **November 3, 2021** (the "Work Authorization");

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

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

AGREEMENT

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

I. The maximum amount payable for services under the Work Authorization is hereby increased from **$200,000.00** to **$250,000.00**.

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

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

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

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

FIRM: Sandra G Khoury	**COUNTY:**
By: _____	By: _____
Signature	Signature
Sandra G. Khoury, P.E.	Bill Gravell, Jr.
Printed Name	Printed Name
Executive Vice President	Williamson County Judge
Title	Title
January 9, 2023	
Date	Date

Attachment C - Work Schedule

Cobb Fendley & Associates, Inc. will provide a work schedule for the assigned tasks.

Commissioners Court - Regular Session **32.**

Meeting Date: 01/17/2023

MA Smith Contracting Co 22IFB131 CO1 San Gabriel Ranch Rd & Remuda Dr Improvements

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 Change Order No. 1, to contract 22IFB131 – San Gabriel Ranch Rd & Remuda Dr Improvements, in the amount of $36,869.17. Funding Source is P492.

Background

Contract amount is $2,072,461.30. With the addition of this change order, of $36,869.17, the new contract amount will be $2,109,330.47. The change order modifies drainage headwalls and paving details to account for differing site conditions. Terron Evertson is the point of contact.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

MA Smith Contracting Co 22IFB131 CO1 San Gabriel Ranch Rd & Remuda Dr Improvements

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	01/12/2023 11:52 AM
Form Started By: Adam Boatright		Started On: 01/12/2023 11:13 AM
Final Approval Date: 01/12/2023		

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 1

1. CONTRACTOR: **MA Smith Contracting Co., Inc.**

2. Change Order Work Limits: Sta. _____ to Sta. _____

3. Type of Change(on federal-aid non-exempt projects): **Minor** (Major/Minor)

4. Reasons: **2E** (3 Max. - In order of importance - Primary first)

Project:	**22IFB131**
Roadway:	***San Gabriel Ranch Rd & Remuda Dr***
Purchase Order Number:	

5. Describe the work being revised:

Miscellaneous difference in site conditions.

6. Work to be performed in accordance with Items: **All**
7. New or revised plan sheet(s) are attached and numbered: **N/A**
8. New Special Provisions to the contract are attached: ☐ Yes ☑ No

9. New Special Provisions to Item N/A No. N/A, Special Specification Item N/A are attached.

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

The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change.

THE CONTRACTOR Date 01/03/2023

By Chris Lopez

Typed/Printed Name Christopher R. Lopez

Typed/Printed Title Project Manager

The following information must be provided

Time Ext. #: _____ Days added on this CO: _____

Amount reduced by this change order: **$36,869.17**

RECOMMENDED FOR EXECUTION:

1/3/23
Project Manager / Construction Observer — Date

01/03/2023
Design Engineer — Date

1/6/23
Program Manager — Date

Design Engineer's Seal:

STATE OF TEXAS
KON Q. KWAN
90584
LICENSED
PROFESSIONAL ENGINEER

County Commissioner Precinct 1 — Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 2 — Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 3 — Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 4 — Date
☐ APPROVED ☐ REQUEST APPROVAL

☐ APPROVED County Judge — Date

WILLIAMSON COUNTY, TEXAS

Change Order *1* *Project #* *22IFB131*

TABLE B: Contract Items

				ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)		NEW		
	ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
1	0340 6106	D-GR HMA(SQ) TY-D PG64-22	TON	$996.72	5.00	$4,983.59				
2	0466 6097	HEADWALL (CH-PW-0) (DIA= 24 IN)	EA	$15,942.79	2.00	$31,885.58				
						$36,869.17				

CHANGE ORDER REASON(S) CODE CHART

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

Commissioners Court - Regular Session **33.**

Meeting Date: 01/17/2023

Replat for the Siena South Lots 3 & 4 Blk A Section 1 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 replat for the Siena South, Lots 3 & 4, Block A, Section 1 subdivision – Precinct 4.

Background

This private subdivision consists of 124 townhome lots, 17 landscape lots, 2 landscape/parking lots, 1 open space lot, 1 amenity lot and 3,367 linear feet of new private roads on 15.830 acres.

Timeline

2022-10-17 – initial submittal of the replat
2022-11-16 – 1st review complete with comments
2022-12-19 – 2nd submittal of replat
2023-01-04 – 2nd review complete with comments
2023-01-05 – 3rd submittal of replat
2023-01-10 – 3rd review complete with comments
2023-01-11 – 4th submittal of replat
2023-01-11 – 4th review complete with comments clear
2023-01-11 – replat received with signatures
2023-01-12 – replat placed on the January 17, 2023 Commissioners Court agenda for consideration

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Fiscal Impact

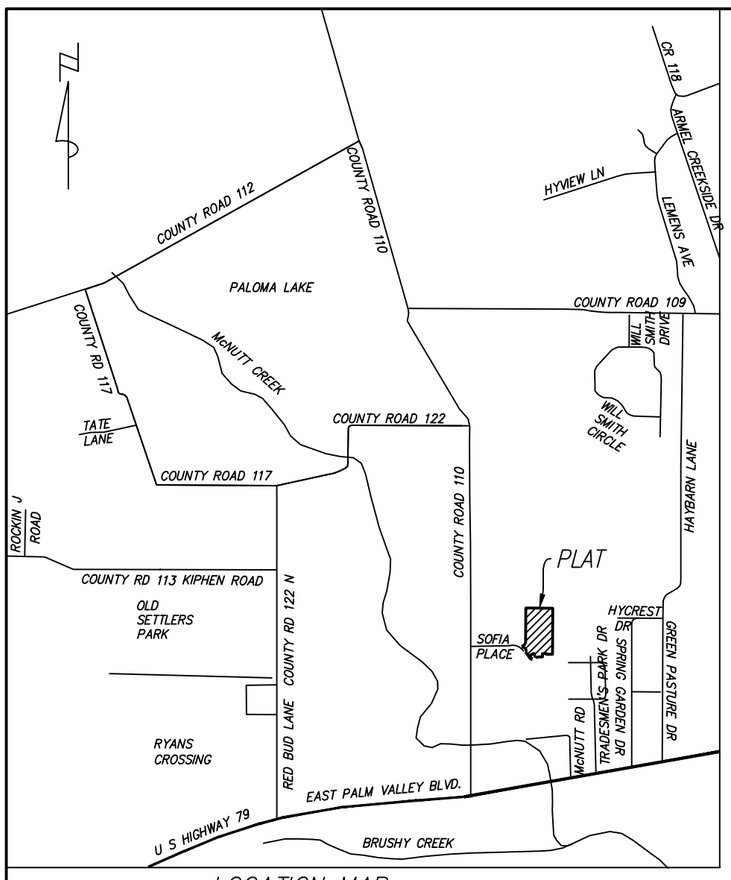
From/To	Acct No.	Description	Amount

Attachments

replat - Siena South Lots 3 & 4 Block A Section 1

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	01/12/2023 11:41 AM
Form Started By: Adam Boatright		Started On: 01/12/2023 11:36 AM
Final Approval Date: 01/12/2023		



LOCATION MAP
1"= 2000'

FINAL PLAT OF

REPLAT OF LOTS 3 & 4 BLOCK A SIENA SOUTH SECTION 1 A PRIVATE SUBDIVISION

WILLIAMSON COUNTY, TEXAS

NOTES FOR FINAL PLATS WHEN PLATTED IN WILLIAMSON COUNTY (PURSUANT TO INTERLOCAL AGREEMENT BETWEEN CITY OF ROUND ROCK AND WILLIAMSON COUNTY, TEXAS):

1. RIGHT-OF-WAY EASEMENTS FOR WIDENING ROADWAYS OR IMPROVING DRAINAGE SHALL BE MAINTAINED BY THE LANDOWNER UNTIL ROAD OR DRAINAGE IMPROVEMENTS ARE ACTUALLY CONSTRUCTED ON THE PROPERTY. THE COUNTY HAS THE RIGHT AT ANY TIME TO TAKE POSSESSION OF ANY ROAD WIDENING EASEMENT FOR THE CONSTRUCTION, IMPROVEMENT OR MAINTENANCE OF THE ADJACENT ROAD.
2. IN APPROVING THIS PLAT BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL ROADS, AND OTHER PUBLIC THOROUGHFARES AND ANY BRIDGES OR CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IS THE RESPONSIBILITY OF THE OWNER(S) OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS. SAID COMMISSIONERS COURT ASSUMES NO OBLIGATION TO BUILD ANY OF THE ROADS, OR 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.
3. IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY OR THE CITY OF ROUND ROCK, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS AND REGULATIONS RELATING TO THE PLATTING AND DEVELOPMENT OF THIS PROPERTY. THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOODPLAIN DATA, IN PARTICULAR, MAY CHANGE DEPENDING ON SUBSEQUENT DEVELOPMENT. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE STREETS IN THE SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.
4. ALL PUBLIC ROADWAYS, RIGHTS-OF-WAY AND EASEMENTS SHOWN ON THIS PLAT ARE FREE OF LIENS.
5. NO FENCES, STRUCTURES, STORAGE, OR FILL SHALL BE PLACED WITHIN THE LIMITS OF THE ULTIMATE 1% ANNUAL CHANCE FLOODPLAIN UNLESS APPROVED BY THE COUNTY ENGINEER. FILL MAY ONLY BE PERMITTED BY THE COUNTY ENGINEER AFTER APPROVAL OF THE PROPER ANALYSIS.

SITE DATA:

OWNER: SOMMERY LOT 3 LP
ATTN: TAYLOR W. WILSON
6034 WEST COURTYARD DRIVE, SUITE 288
AUSTIN, TEXAS 78730

OWNER: SOMMERY LOT 4 LP
ATTN: TAYLOR W. WILSON
6034 WEST COURTYARD DRIVE, SUITE 288
AUSTIN, TEXAS 78730

ACREAGE: 15.830 ACRES

NUMBER OF LOTS/ACREAGE BY LOT TYPE:

124 TOWNHOME LOTS:	7.448 ACRES
17 LS LOTS:	2.254 ACRES
2 LS/PARKING LOTS:	0.194 ACRE
1 OS LOT:	0.200 ACRE
1 AMENITY LOT:	1.806 ACRES
PRIVATE STREETS DEDICATION:	3.928 ACRES

PATENT SURVEY: ROBERT MCNUTT SURVEY, ABSTRACT NO. 422

SURVEYOR: RJ SURVEYING AND ASSOCIATES, LLC
2900 JAZZ STREET
ROUND ROCK, TEXAS 78664

ENGINEER: RANDALL JONES & ASSOCIATES ENGINEERING, LLC
2900 JAZZ STREET
ROUND ROCK, TEXAS 78664

NUMBER OF BLOCKS: 5
LINEAR FEET OF NEW STREETS: 3,367 FEET
SUBMITTAL DATE: OCTOBER 17, 2022

NON-SINGLE FAMILY LOT AREA TABLE (ACRES):

BLOCK/LOT	AREA	TYPE
A1	0.023 AC	LS
A7	0.029 AC	LS
A14	0.029 AC	LS
A18	0.145 AC	LS
A21	0.766 AC	LS
A28	0.059 AC	LS
A32	0.059 AC	LS
A36	0.056 AC	LS
B1	0.116 AC	LS/PARKING
B5	0.059 AC	LS
B9	0.059 AC	LS
B13	0.091 AC	LS
C1	0.200 AC	OS
C6	0.029 AC	LS
C12	0.029 AC	LS
C17	0.029 AC	LS
C22	0.029 AC	LS
C27	0.028 AC	LS
D1	0.078 AC	LS/PARKING
D13	0.735 AC	LS
E1	1.806 AC	AMENITY

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N14°16'07"W	31.24'
L2	N14°16'07"W	31.24'
L3	N02°57'36"W	23.83'
L4	N02°57'36"W	20.82'
L5	S00°29'25"W	43.04'
L6	S58°14'58"E	69.48'
L7	S58°14'58"E	68.94'
L8	S47°19'46"W	61.46'
L9	N87°40'14"W	55.72'
L10	N87°40'14"W	27.36'
L11	S47°19'46"W	47.16'
L12	S45°29'25"W	51.55'
L13	S45°29'25"W	51.24'
L14	S48°40'00"W	5.65'
L15	S48°40'00"W	29.06'
L16	N41°43'54"W	83.79'
L17	N03°16'06"E	40.05'
L18	N03°16'06"E	13.72'
L19	N41°43'54"W	56.95'
L20	S30°47'27"W	38.57'
L21	S54°15'02"W	9.77'

PLAT NOTES:

1. ALL STRUCTURES/OBSTRUCTIONS ARE PROHIBITED WITHIN DRAINAGE EASEMENTS. NO STRUCTURE OR LAND IN THIS PLAT SHALL HEREAFTER BE LOCATED OR ALTERED WITHOUT FIRST OBTAINING A CERTIFICATE OF COMPLIANCE OR FLOODPLAIN DEVELOPMENT PERMIT FROM THE WILLIAMSON COUNTY FLOODPLAIN ADMINISTRATOR.
2. WATER WILL BE PROVIDED BY JONAH WATER SUD.
3. WASTEWATER SERVICE WILL BE PROVIDED BY SIENA MUD #1.
4. A TEN FOOT (10') PUBLIC UTILITY EASEMENT WILL BE DEDICATED ALONG ALL PRIVATE RIGHT-OF-WAY.
5. WILLIAMSON COUNTY WILL NEVER ACCEPT OR MAINTAIN THE ROADS.
6. THE OWNER SHALL CREATE A MANDATORY PROPERTY OWNERS ASSOCIATION THAT SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE ROADS WITHIN THIS SUBDIVISION. THIS HOMEOWNERS ASSOCIATION SHALL HAVE ASSESSMENT AUTHORITY TO ENSURE THE PROPER FUNDING FOR MAINTENANCE. MEMBERSHIP IN THIS ASSOCIATION SHALL BE MANDATORY FOR ALL LOT OWNERS.
7. THE ROADS SHALL BE MAINTAINED TO SUCH A STANDARD THAT WILL ALLOW EMERGENCY VEHICLES ACCESS FOR THE ROADWAY DESIGN SPEED IN PERPETUITY BY THE HOMEOWNERS ASSOCIATION. REFER TO THE HOMEOWNERS COVENANTS AND RESTRICTIONS RECORDED IN DOCUMENT NO. 2022112861 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY FOR MAINTENANCE ASSESSMENTS.
8. EVERY DEED SHALL CONTAIN NOTICE TO THE GRANTEE THAT ALL ROADS ARE PRIVATE, THAT THE HOMEOWNERS ASSOCIATION SHALL BE PERPETUALLY LIABLE FOR MAINTENANCE, THAT THE COUNTY WILL NEVER ACCEPT THEM FOR MAINTENANCE, AND THAT THE QUALITY OF THE ROADS MUST BE MAINTAINED AS TO NOT AFFECT ACCESS BY PUBLIC SERVICE AGENCIES SUCH AS POLICE, FIRE, AND EMERGENCY MEDICAL SERVICES.
9. ALL ROADS MUST BE CONSTRUCTED TO COUNTY STANDARDS. ALL ARTERIAL ROADS ARE DEDICATED TO THE PUBLIC.
10. MAXIMUM OF 65% IMPERVIOUS COVER PER LOT, OTHERWISE STORM WATER MANAGEMENT CONTROLS SHALL BE DESIGNED, CONSTRUCTED AND MAINTAINED BY OWNER. IF IMPERVIOUS COVER IS PROPOSED TO EXCEED MAXIMUM PERCENTAGE ALLOWED, CONTACT WILLIAMSON COUNTY FLOODPLAIN ADMINISTRATION TO REVIEW THE STORM WATER MANAGEMENT CONTROLS PROPOSED ON LOT.
11. ALL SIDEWALKS ARE TO BE MAINTAINED BY EACH OF THE ADJACENT PROPERTY OWNERS.
12. FIRE LANE SIGNS SHALL BE POSTED ON ONE SIDE OF FIRE APPARATUS ROADS MORE THAN 26 FEET WIDE AND LESS THAN 32 FEET WIDE.
13. THIS REPLAT IS SUBJECT TO ALL APPLICABLE RECORDED EASEMENTS AND RESTRICTIONS AS SET FORTH IN THE ORIGINAL PLAT OF SIENA SOUTH, AS RECORDED IN DOCUMENT NO. 2020099820 IN THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.
14. THE FOLLOWING LOTS MAY NOT BE FURTHER SUBDIVIDED – BLOCK A – LOTS 2-6, 8-13, 15-17, 19-20, 22-24, 25-27, 29-31, 33-35, 37-64; BLOCK B – LOTS 2-4, 6-8, 10-12, 14-22; BLOCK C – LOTS 2-5, 7-11, 13-16, 18-21, 23-26; BLOCK D – LOTS 2-12, 14-24; BLOCK E – LOTS 2-8.
15. THE MINIMUM FFE SHALL BE AT LEAST ONE FOOT ABOVE THE ADJACENT FINISHED GRADE AND BFE. EXCEPTIONS CAN BE MADE AT 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.
16. MAINTENANCE RESPONSIBILITY FOR DRAINAGE WILL NOT BE ACCEPTED BY THE COUNTY OTHER THAN THAT ACCEPTED IN CONNECTION WITH DRAINING OR PROTECTING THE ROAD SYSTEM. MAINTENANCE RESPONSIBILITY FOR STORM WATER MANAGEMENT CONTROLS WILL REMAIN WITH THE OWNER.
17. NO LOT IN THIS SUBDIVISION IS ENCROACHED BY A SPECIAL FLOOD HAZARD AREA(S) INUNDATED BY THE 100-YEAR (1% CHANCE) FLOOD AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. [4849C0515F], EFFECTIVE DATE December 20, 2019 FOR WILLIAMSON COUNTY, TEXAS.
18. THE PURPOSE OF THIS REPLAT IS TO CREATE A PRIVATE SUBDIVISION AND TO REMOVE A.) THE 25' BUILDING SETBACK LINE ALONG SOFIA PLACE (PER DOCUMENT NO. 2020099820, OPRWC) AND B.) THE 50' DRAINAGE AND PUBLIC UTILITY EASEMENT (PER DOCUMENT NO. 2020099820, OPRWC) WITHIN THE AREA OF THIS REPLAT.
19. DRIVEWAYS FOR LOT 2, BLOCK A, OF SIENA SOUTH RECORDED IN DOCUMENT NO. 2020099820, OPRWC, WILL NOT BE PERMITTED TO CONNECT AT THE INTERSECTION OF SOFIA PLACE AND SOMMERY LANE.
20. THIS SUBDIVISION IS SUBJECT TO STORM-WATER MANAGEMENT CONTROLS AS REQUIRED BY WILLIAMSON COUNTY SUBDIVISION REGULATIONS SECTION B11.1, ON NEW DEVELOPMENT THAT WOULD EVOKE SUCH CONTROLS BEYOND EXISTING CONDITIONS. DRAINAGE PROVISIONS ARE PROVIDED IN THE ORIGINAL PLAT FOR SIENA SOUTH DATED 08/25/2020.
21. THIS SECTION IS INCLUDED IN THE 1445 DEVELOPMENT AGREEMENT.
22. NO DRIVEWAY CULVERT IS REQUIRED IN THIS SECTION PER THE 1445 DEVELOPMENT AGREEMENT.

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CH. BRNG.	CH. DIST.
C1	139.47'	75.00'	106°32'52"	N32°08'47"W	120.23'
C2	23.28'	30.00'	044°27'45"	N63°11'21"W	22.70'
C3	10.82'	590.00'	001°03'04"	N41°29'00"W	10.82'
C4	83.52'	325.00'	014°43'28"	S61°36'46"W	83.29'
C5	21.79'	15.00'	083°14'37"	N27°21'11"E	19.93'
C6	173.94'	275.00'	036°14'23"	S72°22'14"W	171.05'
C7	83.90'	325.00'	014°47'27"	S06°52'23"E	83.67'
C8	70.99'	275.00'	014°47'27"	S06°52'23"E	70.79'
C9	45.39'	325.00'	008°00'09"	S86°29'20"W	45.36'
C10	21.79'	15.00'	083°14'37"	S55°53'26"E	19.93'
C11	23.55'	15.00'	089°58'05"	S45°30'23"W	21.21'
C12	23.57'	15.00'	090°01'55"	S44°29'37"E	21.22'
C13	23.55'	15.00'	089°58'05"	S45°30'23"W	21.21'
C14	23.57'	15.00'	090°01'55"	S44°29'37"E	21.22'
C15	23.55'	15.00'	089°58'05"	S45°30'23"W	21.21'
C16	19.03'	25.00'	043°36'21"	N68°41'15"E	18.57'
C17	157.00'	50.00'	179°54'42"	N43°09'35"W	100.00'
C18	20.20'	25.00'	046°18'21"	S23°38'36"W	19.66'
C19	39.27'	25.00'	090°00'00"	N44°30'35"W	35.36'
C20	47.66'	325.00'	008°24'07"	S64°46'27"W	47.62'
C21	26.75'	325.00'	004°42'59"	S58°12'54"W	26.75'
C22	17.08'	75.00'	013°02'54"	N71°00'54"W	17.04'
C23	39.27'	25.00'	090°00'00"	N44°30'35"W	35.36'
C24	23.56'	15.00'	090°00'00"	N45°29'25"E	21.21'
C25	23.56'	15.00'	090°00'00"	N44°30'35"W	21.21'
C26	19.72'	327.50'	003°27'02"	S01°14'06"E	19.72'
C27	16.71'	277.50'	003°27'02"	S01°14'06"E	16.71'
C28	23.57'	15.00'	090°01'55"	N44°29'37"W	21.22'
C29	30.38'	325.00'	005°21'20"	S11°35'27"E	30.37'
C30	30.22'	325.00'	005°19'39"	S06°14'57"E	30.21'
C31	23.30'	325.00'	004°06'28"	S01°31'54"E	23.30'
C32	8.25'	275.00'	001°43'11"	S00°20'15"E	8.25'
C33	62.74'	275.00'	013°04'16"	S07°43'59"E	62.60'
C34	8.43'	325.00'	001°29'11"	S89°44'49"W	8.43'
C35	30.09'	325.00'	005°18'16"	S86°21'05"W	30.08'
C36	6.87'	325.00'	001°12'42"	S83°05'36"W	6.87'
C37	26.26'	275.00'	005°28'18"	S56°59'11"W	26.25'
C38	30.09'	275.00'	006°16'12"	S62°51'26"W	30.08'
C39	30.52'	275.00'	006°21'33"	S69°10'18"W	30.51'
C40	87.06'	275.00'	018°08'20"	S81°25'15"W	86.70'
C41	47.30'	50.00'	054°12'07"	N19°41'43"E	45.56'
C42	32.36'	50.00'	037°05'03"	N25°56'52"W	31.80'
C43	32.00'	50.00'	036°40'11"	N62°49'29"W	31.46'
C44	45.34'	50.00'	051°57'21"	S72°51'45"W	43.80'
C45	15.88'	75.00'	012°07'52"	N15°03'43"E	15.85'
C46	71.28'	75.00'	054°27'15"	N27°59'37"W	68.63'
C47	39.53'	75.00'	030°11'59"	N70°19'14"W	39.08'
C48	23.45'	15.00'	089°35'03"	S45°18'52"W	21.14'
C49	0.10'	15.00'	000°23'02"	N89°42'06"W	0.10'
C50	21.69'	15.00'	082°51'47"	N27°32'37"E	19.85'
C51	0.10'	15.00'	000°22'51"	N14°04'42"W	0.10'
C52	23.55'	15.00'	089°56'48"	S44°27'04"E	21.20'
C53	0.02'	15.00'	000°05'07"	S89°28'01"E	0.02'
C54	108.23'	325.00'	019°04'52"	S80°56'59"W	107.73'
C55	9.12'	325.00'	001°36'27"	S55°25'40"W	9.12'
C56	21.79'	15.00'	083°14'37"	N83°45'15"W	19.93'
C57	10.29'	25.00'	023°34'41"	N77°43'14"W	10.22'
C58	10.32'	75.00'	007°52'52"	N81°28'47"W	10.31'
C59	39.27'	25.00'	090°00'00"	N45°29'25"E	35.36'
C60	20.20'	25.00'	046°18'21"	S22°39'45"E	19.66'
C61	157.00'	50.00'	179°54'42"	N44°08'25"E	100.00'
C62	9.44'	50.00'	010°48'56"	S51°18'42"E	9.42'
C63	16.19'	50.00'	018°33'13"	S65°59'47"E	16.12'
C64	19.03'	25.00'	043°36'21"	N67°42'24"W	18.57'
C65	19.03'	25.00'	043°36'21"	N68°41'15"E	18.57'
C66	3.21'	25.00'	007°20'45"	N86°49'03"E	3.20'
C67	15.82'	25.00'	036°15'36"	N65°00'52"E	15.56'
C68	157.00'	50.00'	179°54'42"	N43°09'35"W	100.00'
C69	19.07'	50.00'	021°51'09"	S57°48'39"W	18.95'
C70	30.56'	50.00'	035°00'52"	S86°14'39"W	30.08'
C71	30.47'	50.00'	034°54'55"	N58°47'27"W	30.00'
C72	32.18'	50.00'	036°52'12"	N22°53'54"W	31.62'
C73	30.47'	50.00'	034°54'55"	N12°59'39"E	30.00'
C74	14.26'	50.00'	016°20'40"	N38°37'26"E	14.21'
C75	20.20'	25.00'	046°18'21"	S23°38'36"W	19.66'
C76	18.74'	25.00'	042°57'06"	S25°19'13"W	18.31'
C77	1.46'	25.00'	003°21'15"	S02°10'03"W	1.46'
C78	28.98'	25.00'	066°25'19"	N32°43'14"W	27.39'
C79	28.66'	75.00'	021°53'38"	N10°10'50"E	28.48'
C80	2.87'	7.00'	023°27'35"	S42°31'15"W	2.85'
C81	10.24'	25.00'	023°27'35"	N42°31'15"E	10.16'

SURVEY: ROBERT MCNUTT SURVEY, ABSTRACT NO. 422
DATE: OCTOBER 17, 2022

RANDALL JONES & ASSOCIATES ENGINEERING, LLC
2900 JAZZ STREET, ROUND ROCK, TEXAS, 78664
(512) 836-4793 FAX: (512) 836-4817 F-9784

RJ SURVEYING & ASSOCIATES, LLC
2900 JAZZ STREET, ROUND ROCK, TEXAS, 78664
(512) 836-4793 FAX: (512) 836-4817 F-10015400

S:\CIVIL 3D 2901-2950\2911 Siena South Lots 3\Drawings\2911-PLAT-SEC-1.dwg

FINAL PLAT OF

REPLAT OF LOTS 3 & 4 BLOCK A SIENA SOUTH SECTION 1 A PRIVATE SUBDIVISION

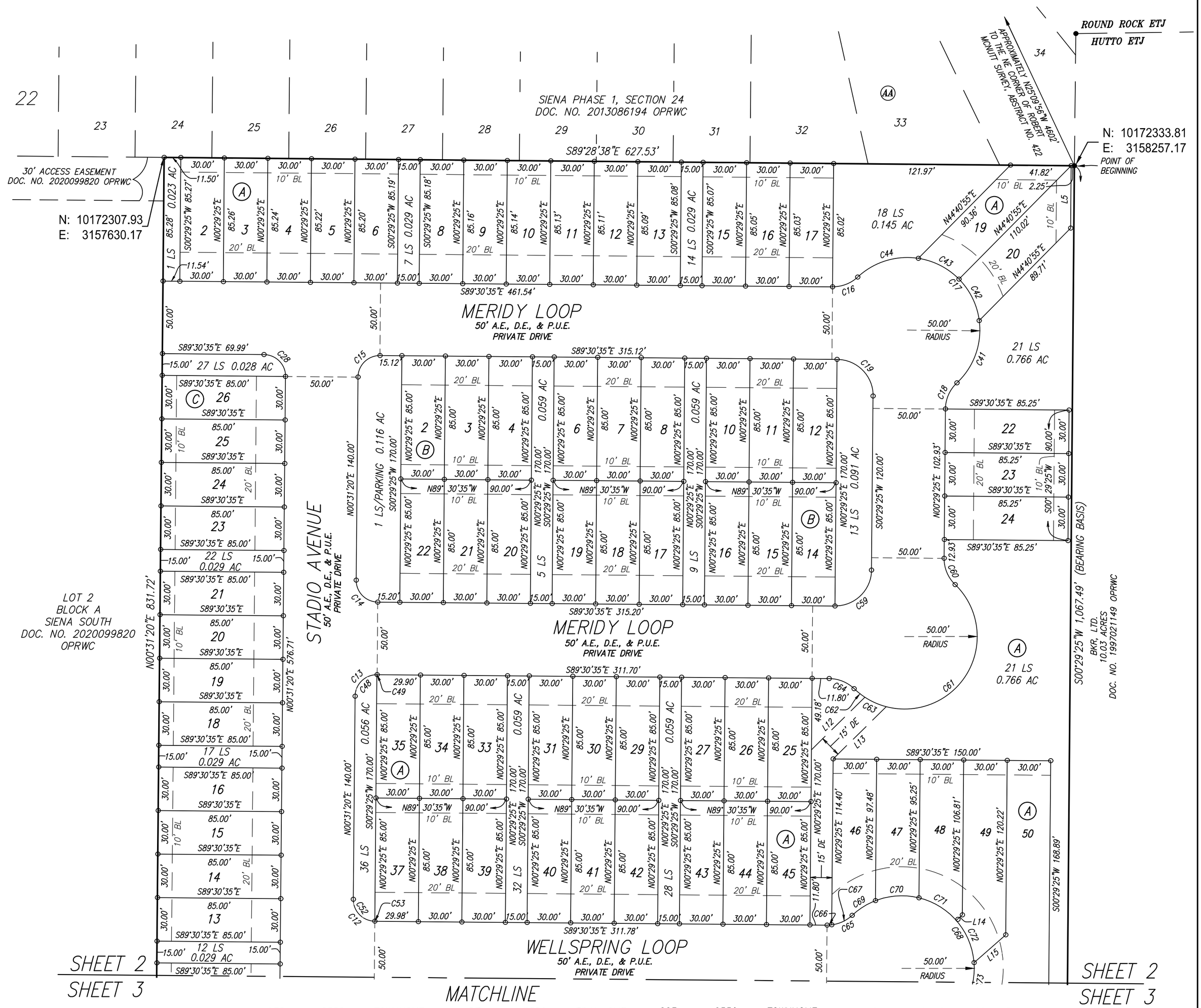
WILLIAMSON COUNTY, TEXAS

LEGEND:

- ◆ = BENCHMARK
- ○ = SET 1/2" IRON ROD WITH "RJ SURVEYING" CAP
- ● = FOUND 1/2" IRON ROD (AS NOTED)
- (A) = BLOCK
- ROW = RIGHT-OF-WAY
- BL = BUILDING SETBACK LINE
- AE = ACCESS EASEMENT
- DE = DRAINAGE EASEMENT
- LS = LANDSCAPE
- OS = OPEN SPACE
- WLE = WATER LINE EASEMENT
- PUE = PUBLIC UTILITY EASEMENT
- OPRWC= OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
- ORWC = OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
- POB = POINT OF BEGINNING

SCALE: 1"=50'

0 50' 100' 150' 200'



SINGLE FAMILY LOT AREA TABLE (SQUARE FEET):

BLOCK/LOT	AREA	TYPE
A2	2558	TOWNHOME
A3	2557	TOWNHOME
A4	2557	TOWNHOME
A5	2556	TOWNHOME
A6	2556	TOWNHOME
A8	2555	TOWNHOME
A9	2555	TOWNHOME
A10	2554	TOWNHOME
A11	2554	TOWNHOME
A12	2553	TOWNHOME
A13	2553	TOWNHOME
A15	2552	TOWNHOME
A16	2551	TOWNHOME
A17	2551	TOWNHOME
A19	2952	TOWNHOME
A20	2941	TOWNHOME
A22	2557	TOWNHOME
A23	2557	TOWNHOME
A24	2557	TOWNHOME
A25	2550	TOWNHOME
A26	2550	TOWNHOME
A27	2550	TOWNHOME
A29	2550	TOWNHOME
A30	2550	TOWNHOME
A31	2550	TOWNHOME
A33	2550	TOWNHOME
A34	2550	TOWNHOME
A35	2550	TOWNHOME
A37	2550	TOWNHOME
A38	2550	TOWNHOME
A39	2550	TOWNHOME
A40	2550	TOWNHOME
A41	2550	TOWNHOME
A42	2550	TOWNHOME
A43	2550	TOWNHOME
A44	2550	TOWNHOME
A45	2550	TOWNHOME
A46	3198	TOWNHOME
A47	2844	TOWNHOME
A48	3065	TOWNHOME
A49	3872	TOWNHOME
A50	5960	TOWNHOME
A51	2557	TOWNHOME
A52	2557	TOWNHOME
A53	2558	TOWNHOME
A54	2557	TOWNHOME
A55	2557	TOWNHOME
A56	2557	TOWNHOME
A57	2558	TOWNHOME
A58	2557	TOWNHOME
A59	2557	TOWNHOME
A60	2558	TOWNHOME
A61	2558	TOWNHOME
A62	2558	TOWNHOME
A63	2557	TOWNHOME
A64	2543	TOWNHOME
B2	2550	TOWNHOME
B3	2550	TOWNHOME
B4	2550	TOWNHOME
B6	2550	TOWNHOME
B7	2550	TOWNHOME
B8	2550	TOWNHOME
B10	2550	TOWNHOME
B11	2550	TOWNHOME
B12	2550	TOWNHOME
B14	2550	TOWNHOME
B15	2550	TOWNHOME
B16	2550	TOWNHOME
B17	2550	TOWNHOME
B18	2550	TOWNHOME
B19	2550	TOWNHOME
B20	2550	TOWNHOME
B21	2550	TOWNHOME
B22	2550	TOWNHOME
C2	3041	TOWNHOME
C3	2771	TOWNHOME
C4	2621	TOWNHOME
C5	2556	TOWNHOME
C7	2550	TOWNHOME
C8	2550	TOWNHOME
C9	2550	TOWNHOME
C10	2550	TOWNHOME
C11	2550	TOWNHOME
C13	2550	TOWNHOME
C14	2550	TOWNHOME
C15	2550	TOWNHOME
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D11	2550	TOWNHOME
D12	2550	TOWNHOME
D14	2550	TOWNHOME
D15	2550	TOWNHOME
D16	2550	TOWNHOME
D17	2550	TOWNHOME
D18	2550	TOWNHOME
D19	2550	TOWNHOME
D20	2550	TOWNHOME
D21	2550	TOWNHOME
D22	2579	TOWNHOME
D23	2553	TOWNHOME
D24	2553	TOWNHOME
E2	2674	TOWNHOME
E3	2658	TOWNHOME
E4	2642	TOWNHOME
E5	2550	TOWNHOME
E6	2550	TOWNHOME
E7	2550	TOWNHOME
E8	2550	TOWNHOME

SURVEY: ROBERT MCNUTT SURVEY, ABSTRACT NO. 422

DATE: OCTOBER 17, 2022 SCALE: 1" = 50'

RANDALL JONES & ASSOCIATES ENGINEERING, LLC
2900 JAZZ STREET, ROUND ROCK, TEXAS, 78664
(512) 836-4793 FAX: (512) 836-4817 F-9784

RJ SURVEYING & ASSOCIATES, LLC
2900 JAZZ STREET, ROUND ROCK, TEXAS, 78664
(512) 836-4793 FAX: (512) 836-4817 F-10015400

S:\CIVIL 3D 2901-2950\2911 Siena South Lots 3\Drawings\2911-PLAT-SEC-1.dwg

FINAL PLAT OF

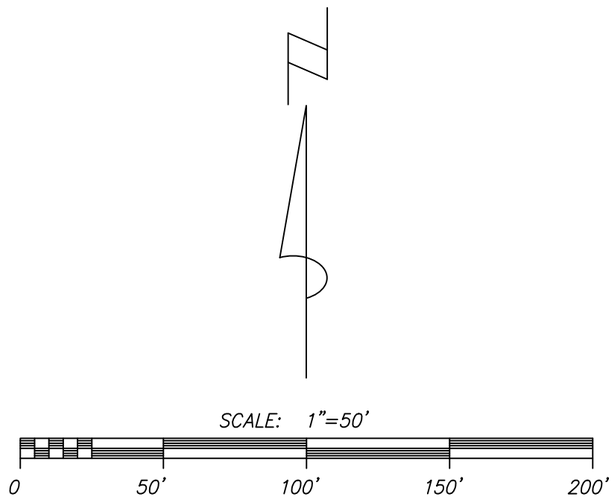
REPLAT OF LOTS 3 & 4 BLOCK A SIENA SOUTH SECTION 1 A PRIVATE SUBDIVISION

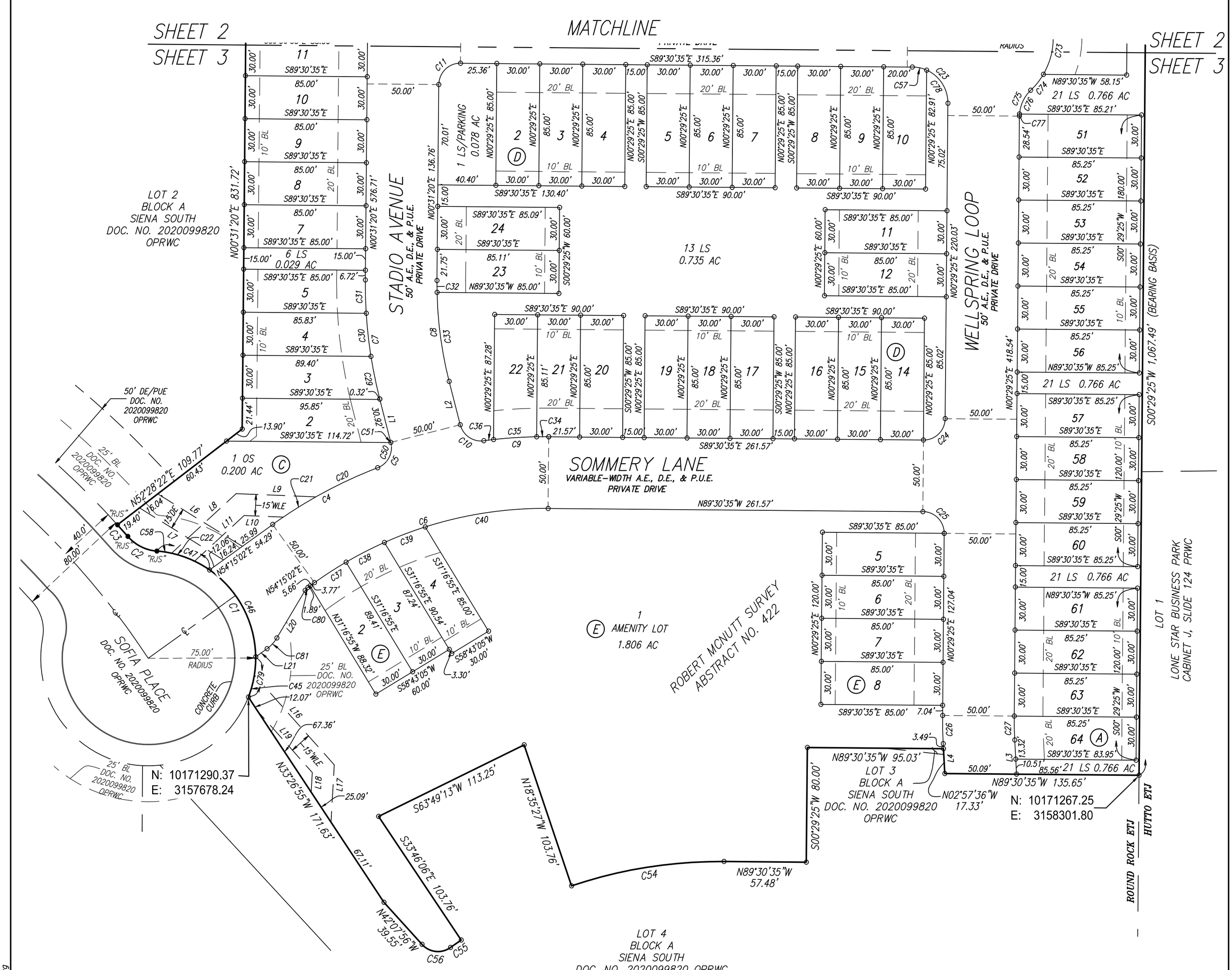
WILLIAMSON COUNTY, TEXAS

LEGEND:

- ◆ = BENCHMARK
- ○ = SET 1/2" IRON ROD WITH "RJ SURVEYING" CAP
- ● = FOUND 1/2" IRON ROD (AS NOTED)
- (A) = BLOCK
- ROW = RIGHT-OF-WAY
- BL = BUILDING SETBACK LINE
- AE = ACCESS EASEMENT
- DE = DRAINAGE EASEMENT
- LS = LANDSCAPE
- OS = OPEN SPACE
- WLE = WATER LINE EASEMENT
- PUE = PUBLIC UTILITY EASEMENT
- OPRWC= OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
- ORWC = OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
- POB = POINT OF BEGINNING

PRIVATE STREETS TABLE					
STREET NAME	CLASSIFICATION	ROW WIDTH	DESIGN SPEED	CL LENGTH	AREA ACRES
MERIDY LOOP	LOCAL	50'	25 MPH	1,140'	1.403
SOMMERY LANE	LOCAL	VARIABLE	25 MPH	541'	0.606
STADIO AVENUE	LOCAL	50'	25 MPH	763'	0.826
WELLSPRING LOOP	LOCAL	50'	25 MPH	923'	1.093
TOTALS				3367'	3.928





EASEMENT/ENCUMBRANCE NOTES:

1. 30' ACCESS EASEMENT – DOCUMENT NO. 2020099820 OPRWC – ADJOINS THE SUBJECT PLAT. SHOWN ON PLAT.
2. 25' BUILDING SETBACK LINE – DOCUMENT NO. 2020099820 OPRWC – THAT PORTION OF THE BUILDING SETBACK LINE WITHIN THE REPLAT AREA IS HEREBY REMOVED. NOT SHOWN ON PLAT. REMAINDER PORTION ADJOINS THE SUBJECT PLAT. SHOWN ON PLAT.
3. 50' DRAINAGE EASEMENT AND PUBLIC UTILITY EASEMENT – DOCUMENT NO. 2020099820 OPRWC – THAT PORTION OF THE DRAINAGE EASEMENT AND PUBLIC UTILITY EASEMENT WITHIN THE REPLAT AREA IS HEREBY REMOVED. NOT SHOWN ON PLAT. REMAINDER PORTION ADJOINS THE SUBJECT PLAT. SHOWN ON PLAT.
4. OWNER'S EASEMENT OF ENJOYMENT – DOCUMENT NO. 2022112861 OPRWC – BLANKET TYPE.
5. OWNER'S MAINTENANCE EASEMENT – DOCUMENT NO. 2022112861 OPRWC – BLANKET TYPE.
6. OWNER'S INGRESS/EGRESS EASEMENT – DOCUMENT NO. 2022112861 OPRWC – BLANKET TYPE.
7. OWNER'S ENCROACHMENT EASEMENT – DOCUMENT NO. 2022112861 OPRWC – BLANKET TYPE.

EASEMENT/ENCUMBRANCE NOTES:

8. EASEMENT OF COOPERATIVE SUPPORT – DOCUMENT NO. 2022112861 OPRWC – BLANKET TYPE.
9. ASSOCIATION'S ACCESS, MAINTENANCE AND LANDSCAPE EASEMENT – DOCUMENT NO. 2022112861 OPRWC – BLANKET TYPE.
10. PERMITTED RESIDENTIAL ENCROACHMENT EASEMENT – DOCUMENT NO. 2022112861 OPRWC – BLANKET TYPE.
11. PRIVATE UTILITY LINE EASEMENT – DOCUMENT NO. 2022112861 OPRWC – BLANKET TYPE.
12. COMMUNITY SYSTEMS EASEMENT – DOCUMENT NO. 2022112861 OPRWC – BLANKET TYPE.
13. RESERVED EASEMENTS – DOCUMENT NO. 2022112861 OPRWC – BLANKET TYPE.
14. IMPROVEMENTS, ROADWAY AND UTILITY EASEMENTS – DOCUMENT NO. 2022112861 OPRWC – BLANKET TYPE.
15. SUBDIVISION ENTRY AND FENCING EASEMENT – DOCUMENT NO. 2022112861 OPRWC – BLANKET TYPE.
16. LANDSCAPE AND MONUMENT SIGN EASEMENT – DOCUMENT NO. 2022112861 OPRWC – BLANKET TYPE.
17. UTILITY EASEMENT – DOCUMENT NO. 2022112861 OPRWC – BLANKET TYPE.
18. EASEMENT TO INSPECT AND RIGHT TO CORRECT – DOCUMENT NO. 2022112861 OPRWC – BLANKET TYPE.

SURVEY: ROBERT MCNUTT SURVEY, ABSTRACT NO. 422

DATE: OCTOBER 17, 2022 SCALE: 1" = 50'

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S:\CIVIL 3D 2901-2950\2911 Siena South Lots 3\Drawings\2911-PLAT-SEC-1.dwg

FINAL PLAT OF

REPLAT OF LOTS 3 & 4 BLOCK A SIENA SOUTH SECTION 1 A PRIVATE SUBDIVISION

WILLIAMSON COUNTY, TEXAS

FIELD NOTES DESCRIPTION:

A DESCRIPTION OF 15.830 ACRES OF LAND IN THE ROBERT MCNUTT SURVEY, ABSTRACT NO. 422, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 3 AND LOT 4, BLOCK A OF SIENA SOUTH ACCORDING TO THE PLAT THEREOF RECORDED IN DOCUMENT NO. 2020099820 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (OPRWC) AS CONVEYED TO SOMMERY LOT 3 LP BY DEED RECORDED IN DOCUMENT NO. 2022006175, OPRWC, AND AS CONVEYED TO SOMMERY LOT 4 LP BY DEED RECORDED IN DOCUMENT NO. 2021193929, OPRWC; MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD FOUND MONUMENTING THE NORTHEAST CORNER OF SAID LOT 3, SAME BEING AN OUTSIDE CORNER OF SIENA PHASE 1, SECTION 24, ACCORDING TO THE PLAT THEREOF RECORDED IN DOCUMENT NO. 2013086194, OPRWC, SAME BEING ON THE WEST LINE OF THAT 10.03 ACRE TRACT CONVEYED TO BKR, LTD. BY DEED RECORDED IN DOCUMENT NO. 1997021149, OPRWC, FROM WHICH THE NORTHEAST CORNER OF THE ROBERT MCNUTT SURVEY, ABSTRACT NO. 422 BEARS APPROXIMATELY N25°09'56"W A DISTANCE OF 4602 FEET;

THENCE WITH THE EAST LINE OF SAID LOT 3, SAME BEING THE WEST LINE OF SAID 10.03 ACRE TRACT AND THE WEST LINE OF LOT 1 OF LONE STAR BUSINESS PARK ACCORDING TO THE PLAT THEREOF RECORDED IN CABINET J, SLIDE 124 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS (PRWC), S00°29'25"W (BEARING BASIS) A DISTANCE OF 1,067.49 FEET TO A 1/2" IRON ROD SET FOR THE COMMON EAST CORNER OF SAID LOT 3 AND LOT 4;

THENCE ACROSS SAID LOT 3 AND LOT 4 THE FOLLOWING THIRTEEN (13) COURSES:

1. N89°30'35"W A DISTANCE OF 135.65 FEET TO A 1/2" IRON ROD SET;
2. N02°57'36"W A DISTANCE OF 17.33 FEET TO A 1/2" IRON ROD SET;
3. N89°30'35"W A DISTANCE OF 95.03 FEET TO A 1/2" IRON ROD SET;
4. S00°29'25"W A DISTANCE OF 80.00 FEET TO A 1/2" IRON ROD SET;
5. N89°30'35"W A DISTANCE OF 57.48 FEET TO A 1/2" IRON ROD SET FOR A POINT OF CURVATURE OF A TANGENT CURVE TO THE LEFT;
6. WESTERLY ALONG SAID CURVE, AN ARC LENGTH OF 108.23 FEET, HAVING A RADIUS OF 325.00 FEET, A CENTRAL ANGLE OF 19°04'52", AND A CHORD BEARING S80°56'59"W, 107.73 FEET TO A 1/2" IRON ROD SET;
7. N18°35'27"W A DISTANCE OF 103.76 FEET TO A 1/2" IRON ROD SET;
8. S63°49'13"W A DISTANCE OF 113.25 FEET TO A 1/2" IRON ROD SET;
9. S33°46'06"E A DISTANCE OF 103.76 FEET TO A 1/2" IRON ROD SET FOR A POINT OF CURVATURE OF A NON-TANGENT CURVE TO THE LEFT;
10. SOUTHWESTERLY ALONG SAID CURVE, AN ARC LENGTH OF 9.12 FEET, HAVING A RADIUS OF 325.00 FEET, A CENTRAL ANGLE OF 01°36'27", AND A CHORD BEARING S55°25'40"W, 9.12 FEET TO A 1/2" IRON ROD SET FOR A POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT;
11. NORTHWESTERLY ALONG SAID CURVE, AN ARC LENGTH OF 21.79 FEET, HAVING A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 83°14'37", AND A CHORD BEARING N83°45'15"W, 19.93 FEET TO A 1/2" IRON ROD SET;
12. N42°07'56"W A DISTANCE OF 39.55 FEET TO A 1/2" IRON ROD SET;
13. N33°26'55"W A DISTANCE OF 171.63 FEET TO A 1/2" IRON ROD SET AT A POINT OF CURVATURE OF A NON-TANGENT CURVE TO THE LEFT ON THE WEST LINE OF SAID LOT 4, SAME BEING THE CURVING RIGHT-OF-WAY OF SOFIA PLACE (75-FOOT RADIUS);

THENCE WITH THE WEST LINE OF SAID LOT 3 AND LOT 4, SAME BEING THE CURVING RIGHT-OF-WAY OF SOFIA PLACE THE FOLLOWING THREE (3) COURSES:

1. NORTHERLY ALONG SAID CURVE, AN ARC LENGTH OF 139.47 FEET, HAVING A RADIUS OF 75.00 FEET, A CENTRAL ANGLE OF 106°32'52", AND A CHORD BEARING N32°08'47"W, 120.23 FEET TO A 1/2" IRON ROD WITH "RJ SURVEYING" CAP FOUND AT A POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT;
2. NORTHWESTERLY ALONG SAID CURVE, AN ARC LENGTH OF 23.28 FEET, HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 44°27'45", AND A CHORD BEARING N63°11'21"W, 22.70 FEET TO A 1/2" IRON ROD WITH "RJ SURVEYING" CAP FOUND AT A POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT;
3. NORTHWESTERLY ALONG SAID CURVE, AN ARC LENGTH OF 10.82 FEET, HAVING A RADIUS OF 590.00 FEET, A CENTRAL ANGLE OF 01°03'04", AND A CHORD BEARING N41°29'00"W, 10.82 FEET TO A 1/2" IRON ROD WITH "RJ SURVEYING" CAP FOUND FOR THE COMMON SOUTH CORNER OF SAID LOT 3 AND LOT 2, BLOCK A OF SAID SIENA SOUTH;

THENCE WITH THE COMMON LINE OF SAID LOT 3 AND LOT 2 THE FOLLOWING TWO (2) COURSES:

1. N52°28'22"E A DISTANCE OF 109.77 FEET TO A 1/2" IRON ROD SET;
2. N00°31'20"E A DISTANCE OF 831.72 FEET TO A 1/2" IRON ROD SET FOR THE COMMON NORTH CORNER OF SAID LOT 3 AND LOT 2 ON THE SOUTH LINE OF SAID SIENA PHASE 1, SECTION 24;

THENCE WITH THE SOUTH LINE OF SIENA PHASE 1, SECTION 24, SAME BEING THE NORTH LINE OF SAID LOT 3, S89°28'38"E A DISTANCE OF 627.53 FEET TO THE SAID POINT OF BEGINNING.

CONTAINING 15.830 ACRES, MORE OR LESS.
ALL IRON RODS SET HAVE "RJ SURVEYING" CAPS.
BEARINGS ARE BASED ON THE EAST LINE OF LOT 3 AND LOT 4, BLOCK A, CALLED AS S00°29'25"W ON THE PLAT OF SIENA SOUTH RECORDED IN DOCUMENT NO. 2020099820, OPRWC. ALL DISTANCES SHOWN HEREON ARE GRID DISTANCES.
WILLIAMSON CENTRAL APPRAISAL DISTRICT REFERENCE NUMBERS R600977 AND R600978.

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF WILLIAMSON

THAT SOMMERY LOT 3 LP, SOLE OWNER OF THE CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED AS LOT 3, BLOCK A OF SIENNA SOUTH IN A DEED RECORDED IN DOCUMENT NO. 2022006175 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DO HEREBY RESUBDIVIDE SAID TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE HOMEOWNERS ASSOCIATION THE ROADS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PRIVATE PLACES SHOWN HEREON FOR SUCH PRIVATE PURPOSES AS THE HOMEOWNERS ASSOCIATION MAY DEEM APPROPRIATE, AND DO HEREBY STATE THAT ALL PRIVATE ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS. THIS SUBDIVISION IS TO BE KNOWN AS "REPLAT OF LOTS 3 & 4 BLOCK A SIENA SOUTH SECTION 1 A PRIVATE SUBDIVISION".

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 10 DAY OF January 20 23.

SOMMERY LOT 3 LP, A TEXAS LIMITED PARTNERSHIP

BY: SOMMERY TOWNHOMES GP LLC, A TEXAS LIMITED LIABILITY COMPANY, ITS GENERAL PARTNER

BY: _____
TAYLOR WILSON, MANAGER
SOMMERY LOT 3 LP
6034 WEST COURTYARD DRIVE, SUITE 288
AUSTIN, TEXAS 78730

STATE OF TEXAS

COUNTY OF Travis

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 10 DAY OF January, 20 23 A.D.

BY: _____
NOTARY PUBLIC, STATE OF TEXAS

PRINTED NAME: SAE CHO

MY COMMISSION EXPIRES: 1/15/2026

SAE CHIN CHO
Notary ID #128150132
My Commission Expires
January 15, 2026

STATE OF TEXAS

COUNTY OF WILLIAMSON

THAT HAPPY STATE BANK, LIEN HOLDER OF THE CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED AS LOT 3, BLOCK A OF SIENNA SOUTH IN A DEED OF TRUST RECORDED IN DOCUMENT NO. 2021193930 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES HEREBY CONSENT TO THE SUBDIVISION OF SAID TRACT AS SHOWN HEREON, DOES FURTHER HEREBY JOIN, APPROVE AND CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DOES HEREBY DEDICATE TO THE HOMEOWNERS ASSOCIATION THE STREETS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND ALL OTHER LANDS INTENDED FOR PRIVATE DEDICATION AS SHOWN HEREON.

HAPPY STATE BANK

BY: _____

PRINTED NAME: Leslie Acuna

TITLE: AVP-Commercial Lender
559 S IH-35, SUITE 100
ROUND ROCK, TEXAS 78664

STATE OF TEXAS

COUNTY OF Williamson

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 9 DAY OF January, 20 23 A.D.

BY: _____
NOTARY PUBLIC, STATE OF TEXAS

PRINTED NAME: SAE CHO

MY COMMISSION EXPIRES: 1/15/2023

SAE CHIN CHO
Notary ID #128150132
My Commission Expires
January 15, 2026

STATE OF TEXAS

COUNTY OF WILLIAMSON

THAT WILSON CAPITAL GP I, LLC, LIEN HOLDER OF THE CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED AS LOT 3, BLOCK A OF SIENNA SOUTH IN A DEED OF TRUST RECORDED IN DOCUMENT NO. 2022090468 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES HEREBY CONSENT TO THE SUBDIVISION OF SAID TRACT AS SHOWN HEREON, DOES FURTHER HEREBY JOIN, APPROVE AND CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DOES HEREBY DEDICATE TO THE HOMEOWNERS ASSOCIATION THE STREETS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND ALL OTHER LANDS INTENDED FOR PRIVATE DEDICATION AS SHOWN HEREON.

WILSON CAPITAL GP I, LLC

BY: _____

PRINTED NAME: Taylor Wilson

TITLE: Manager
6034 W COURTYARD DRIVE, SUITE 288
AUSTIN, TEXAS 78730

STATE OF TEXAS

COUNTY OF Travis

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 10 DAY OF January, 20 23 A.D.

BY: _____
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Notary ID #128150132
My Commission Expires
January 15, 2026

STATE OF TEXAS

COUNTY OF WILLIAMSON

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INDEPENDENT BANK

BY: _____

PRINTED NAME: Scott Daniels

TITLE: SVP
1011 W 40TH STREET, SUITE 300
AUSTIN, TEXAS 78756

STATE OF TEXAS

COUNTY OF Travis

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

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NOTARY PUBLIC, STATE OF TEXAS

PRINTED NAME: SAE CHO

MY COMMISSION EXPIRES: 1/15/2026

SAE CHIN CHO
Notary ID #128150132
My Commission Expires
January 15, 2026

DATE: OCTOBER 17, 2022

RANDALL JONES & ASSOCIATES ENGINEERING, LLC
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S:\CIVIL 3D 2901-2950\2911 Siena South Lots 3\Drawings\2911-PLAT-SEC-1.dwg

FINAL PLAT OF

REPLAT OF LOTS 3 & 4 BLOCK A SIENA SOUTH SECTION 1 A PRIVATE SUBDIVISION

WILLIAMSON COUNTY, TEXAS

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF WILLIAMSON

THAT SOMMERY LOT 4 LP, SOLE OWNER OF THE CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED AS LOT 4, BLOCK A OF SIENNA SOUTH IN A DEED RECORDED IN DOCUMENT NO. 2021193929 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DO HEREBY RESUBDIVIDE SAID TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE HOMEOWNERS ASSOCIATION THE ROADS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PRIVATE PLACES SHOWN HEREON FOR SUCH PRIVATE PURPOSES AS THE HOMEOWNERS ASSOCIATION MAY DEEM APPROPRIATE, AND DO HEREBY STATE THAT ALL PRIVATE ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS. THIS SUBDIVISION IS TO BE KNOWN AS "REPLAT OF LOTS 3 & 4 BLOCK A SIENA SOUTH SECTION 1 A PRIVATE SUBDIVISION".

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 10 DAY OF January 2023.

SOMMERY LOT 4 LP, A TEXAS LIMITED PARTNERSHIP

BY: SOMMERY TOWNHOMES GP LLC, A TEXAS LIMITED LIABILITY COMPANY, ITS GENERAL PARTNER

BY: _____
TAYLOR WILSON, MANAGER
SOMMERY LOT 4 LP
6034 WEST COURTYARD DRIVE, SUITE 288
AUSTIN, TEXAS 78730

STATE OF TEXAS

COUNTY OF Travis

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HAPPY STATE BANK

BY: _____

PRINTED NAME: Leslie Acuna

TITLE: EVP-Commercial Lender
559 S IH-35, SUITE 100
ROUND ROCK, TEXAS 78664

STATE OF TEXAS

COUNTY OF Williamson

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NOTARY PUBLIC, STATE OF TEXAS

PRINTED NAME: SAE CHO

MY COMMISSION EXPIRES: 1/15/2026

SAE CHIN CHO
Notary ID #128150132
My Commission Expires
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STATE OF TEXAS

COUNTY OF WILLIAMSON

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WILSON CAPITAL GP I, LLC

BY: _____

PRINTED NAME: Taylor Wilson

TITLE: Manager
6034 W COURTYARD DRIVE, SUITE 288
AUSTIN, TEXAS 78730

STATE OF TEXAS

COUNTY OF Travis

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BY: _____
NOTARY PUBLIC, STATE OF TEXAS

PRINTED NAME: SAE CHO

MY COMMISSION EXPIRES: 1/15/2026

SAE CHIN CHO
Notary ID #128150132
My Commission Expires
January 15, 2026

STATE OF TEXAS

COUNTY OF WILLIAMSON

THAT INDEPENDENT BANK, LIEN HOLDER OF THE CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED AS LOT 4, BLOCK A OF SIENNA SOUTH IN A DEED OF TRUST RECORDED IN DOCUMENT NO. 2022004858 AND 2022131181 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES HEREBY CONSENT TO THE SUBDIVISION OF SAID TRACT AS SHOWN HEREON, DOES FURTHER HEREBY JOIN, APPROVE AND CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DOES HEREBY DEDICATE TO THE HOMEOWNERS ASSOCIATION THE STREETS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND ALL OTHER LANDS INTENDED FOR PRIVATE DEDICATION AS SHOWN HEREON.

INDEPENDENT BANK

BY: _____

PRINTED NAME: Scott Daniels

TITLE: SVP
1011 W 40TH STREET, SUITE 300
AUSTIN, TEXAS 78756

STATE OF TEXAS

COUNTY OF Travis

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

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BY: _____
NOTARY PUBLIC, STATE OF TEXAS

PRINTED NAME: SAE CHO

MY COMMISSION EXPIRES: 1/15/2023

SAE CHIN CHO
Notary ID #128150132
My Commission Expires
January 15, 2026

SURVEYOR'S CERTIFICATION:

STATE OF TEXAS

COUNTY OF WILLIAMSON

I, KARL E. ATKINS, DO HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL AND ON-THE-GROUND SURVEY OF THE LAND SHOWN HEREON AND THAT THE CORNER MONUMENTS SHOWN HEREON WERE PROPERLY PLACED UNDER MY SUPERVISION. THIS PLAT COMPLIES WITH THE REQUIREMENTS OF WILLIAMSON COUNTY. ALL EASEMENTS OF RECORD OF WHICH I HAVE KNOWLEDGE ARE SHOWN OR NOTED ON THE PLAT. THE FIELD NOTES HEREON MATHEMATICALLY CLOSE.

_____ 1/9/23
KARL E. ATKINS DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4618
STATE OF TEXAS

STATE OF TEXAS REGISTERED KARL E. ATKINS 4618 PROFESSIONAL LAND SURVEYOR

ENGINEER'S CERTIFICATION:

STATE OF TEXAS

COUNTY OF WILLIAMSON

NO PORTION OF THIS TRACT IS ENCROACHED BY SPECIAL FLOOD HAZARD AREAS INUNDATED BY THE 1% ANNUAL CHANCE FLOODPLAIN AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY BOUNDARY MAP (FLOOD INSURANCE RATE MAP), COMMUNITY PANEL No. 48491C0515F, EFFECTIVE DATE DECEMBER 20, 2019 FOR WILLIAMSON COUNTY, TEXAS.

I, SINYALE WOODS, DO HEREBY CERTIFY THAT THE INFORMATION CONTAINED ON THIS PLAT COMPLIES WITH THE SUBDIVISION ORDINANCES AND THE STORMWATER DRAINAGE POLICY ADOPTED BY WILLIAMSON COUNTY, TEXAS. THIS TRACT IS NOT LOCATED IN THE EDWARDS AQUIFER RECHARGE ZONE.

_____ 1-9-23
SINYALE WOODS DATE
LICENSED PROFESSIONAL ENGINEER NO. 146219
STATE OF TEXAS

STATE OF TEXAS SINYALE WOODS 146219 LICENSED PROFESSIONAL ENGINEER

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF WILLIAMSON

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

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

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF WILLIAMSON

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

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

NANCY RISTER, CLERK COUNTY COURT
OF WILLIAMSON COUNTY, TEXAS

BY: _____
DEPUTY

DATE: OCTOBER 17, 2022

RANDALL JONES & ASSOCIATES ENGINEERING, LLC
2900 JAZZ STREET, ROUND ROCK, TEXAS, 78664
(512) 836-4793 FAX: (512) 836-4817 F-9784

RJ SURVEYING & ASSOCIATES, LLC
2900 JAZZ STREET, ROUND ROCK, TEXAS, 78664
(512) 836-4793 FAX: (512) 836-4817
F-10015400

S:\CIVIL 3D 2901-2950\2911 Siena South Lots 3\Drawings\2911-PLAT-SEC-1 - 01-05-23-sw-2.dwg

Commissioners Court - Regular Session **34.**

Meeting Date: 01/17/2023

Davidson Recognition

Submitted By: Ronald Morgan, All District Courts

Department: All District Courts

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a resolution recognizing Wanda Davidson, Court Administrator of the 277th District Court, for 40 years of service to Williamson County.

Background

Wanda Davidson, who currently serves as the Court Administrator to Judge Stacey Mathews of the 277th District Court, began service in Williamson County on January 17, 1983. In that time, she has worked in the District Attorney's Office under three elected DAs and in the 277th, under 2 District Judges.

Wanda's contributions to the justice system, to her community, and to her courthouse family have been many. In recognition of her long and dedicated service to the people of Williamson County, we ask the Court to adopt this resolution.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

WD Proclamation

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	12/21/2022 10:42 AM
Form Started By: Ronald Morgan		Started On: 12/20/2022 09:27 AM
Final Approval Date: 12/21/2022		

PROCLAMATION

Whereas, Wanda Davidson first began employment in Williamson County on this day exactly 40 years ago – January 17, 1983;

Whereas, Wanda's tenure in Williamson County includes service in the DA's Office under three different District Attorneys;

Whereas, Wanda currently serves as the Court Administrator for the 277th District Court, a position from which she is court-ordered not to retire until her Judge does;

Whereas, Wanda is the source of institutional knowledge in the Justice Center and not only is able to tell you how it was done, but why it isn't done that way anymore;

Whereas, Wanda consistently goes the extra mile to support stakeholders in the Justice Center, from law enforcement to prosecutors, from Juvenile Services staff to CSCD and Pretrial Services personnel, from defense attorneys to Clerk's Office staff;

Whereas, Wanda's relationship with her colleagues in the Justice Center more resembles that of family members than co-workers most of the time;

Whereas, it seems to everyone that there isn't a person in the building, or in the County for that matter, who Wanda doesn't know;

Whereas, Wanda can always be counted on to coordinate a celebration for the milestones of others, and so it is fitting that we celebrate her today;

NOW, THEREFORE, BE IT PROCLAIMED that the Williamson County Commissioners Court recognizes

WANDA DAVIDSON

and with respect and love express our gratitude for her forty years of service to the people of Williamson County.

Signed this 17th day of January, 2023.

_____

Bill Gravell, Jr.
Williamson County Judge

Commissioners Court - Regular Session **35.**

Meeting Date: 01/17/2023

CTRMA Reappointment

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

Department: Commissioner Pct. #2

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on reappointment of Heather Gaddes to the Central Texas Regional Mobility Authority (CTRMA) Board of Directors, for a two-year term beginning February 1, 2023, and ending on January 31, 2025

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	01/12/2023 09:19 AM
Form Started By: Kathy Pierce		Started On: 01/12/2023 09:01 AM
Final Approval Date: 01/12/2023		

Commissioners Court - Regular Session **36.**

Meeting Date: 01/17/2023

CTRMA Reappointment

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

Department: Commissioner Pct. #2

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on reappointment of Michael Doss to the Central Texas Regional Mobility Authority (CTRMA) Board of Directors, for a two-year term beginning February 1, 2023, and ending on January 31, 2025.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	01/12/2023 09:19 AM
Form Started By: Kathy Pierce		Started On: 01/12/2023 09:06 AM
Final Approval Date: 01/12/2023		

Commissioners Court - Regular Session **37.**

Meeting Date: 01/17/2023

CDBG Assistant Program Manager

Submitted By: Sally Bardwell, HUD Grants

Department: HUD Grants

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action on the Community Development Block Grant (CDBG) Assistant Program Manager position.

Background

Request for the approval of a CDBG Assistant Program Manager position. This position will be funded through the Williamson County CDBG program. Job description, title, and grade have been reviewed and approved by HR.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

CDBG Assistant Program Manager

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	12/29/2022 11:54 AM
Form Started By: Sally Bardwell		Started On: 12/28/2022 11:28 AM
Final Approval Date: 12/29/2022		

Williamson County Job Description

Department/Office: County Judge

Job Title: CDBG Asst Program Manager FLSA: E Pay Grade: B.28 Effective Date:

JOB SUMMARY

Reporting directly to the CDBG Program Manager, responsible for assisting in the administration of the Community Development office including management of the federally funded Community Development Block Grant (CDBG) and CDBG-CV programs for Williamson County.

EXAMPLES OF WORK PERFORMED

- Assists with the implementation of CDBG programs for outside agencies and organizations
- Assists in the development and management of the Williamson County Five Year Consolidated Plan, Annual Action Plan, Consolidated Annual Performance, and Evaluation Report
- Participates in maintaining project schedules, milestones, and budget plans
- Assists in gathering information for environmental reviews
- Attends Homeless Coalition Meetings as needed
- Participates in monitoring project quality control efforts and deliverables to ensure project is completed efficiently and effectively
- Works with communities to identify possible needs
- Conducts research and reports Fair Housing, Section 3 (Performance Evaluation & Registry System) and Equal Opportunity information
- Develops, maintains, and communicates project documentation, including project definition, schedules, milestones, and budget plans
- Oversees and manages a variety of project budgets, schedules, work plans and resource requirements for various development projects
- Tracks and logs various financial reports related to project budget, spending, estimates and cost impact throughout entire project
- Performs contract compliance by ensuring terms and conditions are met
- Completes and reports various environmental reviews to ensure projects are managed based on federal, state, and local laws
- Serves as liaison for HUD, subrecipients and other internal and external entities regarding programs
- Analyzes and responds to inquiries, comments, and complaints regarding community projects
- Attends all meetings and trainings, as required
- Performs special duties as assigned

ORGANIZATION RELATIONSHIPS

- Reports directly to – CDBG Program Manager
- Direct Reports – No

PHYSICAL DEMANDS

- Position involves prolonged sitting at a workstation, visual examination of documents, reaching, walking, twisting, bending, standing and occasional lifting/carrying

ENVIRONMENTAL FACTORS

- Work is primarily indoors in an air-conditioned environment

Job Title: CDBG Asst Program Manager FLSA: E Pay Grade: B.28 Effective Date:

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

MINIMUM QUALIFICATIONS

- Bachelor's degree in Business, Public Administration, Urban Planning, or related field and five (2) years of program implementation, community development, and/or project management experience; OR an equivalent combination of education and experience
- Knowledge of federal, state, and local social programs
- Working knowledge of Microsoft Office Suite

LICENSES AND CERTIFICATIONS

Required within thirty (30) days of employment

- Valid Texas driver's license

Required within six (6) months of employment

- Community Development Block Grant training
- HUD Environmental training

PREFERRED QUALIFICATIONS

- Federal grant and budget development experience
- Knowledge of federal housing authority and HUD (Housing & Urban Development) practices
- Experience in a government or public sector capacity
- Experience to include infrastructure, public facilities, social services, housing rehabilitation -
    - Flood plain management
    - Knowledge of 24 Code of Federal Regulations Part 570
    - Knowledge in lead base paint regulations
    - Experience in interpretation, review and implementation of federal environmental laws
    - Experience in Fair Housing
    - Experience with Davis Bacon Wage Determination
    - Experience working with Continuum of Care/Texas Homeless Network
    - Implementation of Citizen Participation Plan

EMPLOYMENT TESTING

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

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

IRREGULAR HOURS

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

TOBACCO FREE WORKPLACE POLICY

Williamson County is a tobacco free workplace. The use of tobacco and non-tobacco products such as vapor, e-cigarettes and the use of chewing tobacco or like products is prohibited on all Williamson County premises. Employees who violate this policy are subject to appropriate disciplinary action up to and including termination of employment.

SUPPLEMENTAL INFORMATION

Williamson County is an Equal Opportunity Employer and complies with the Americans with Disabilities Act. If you require an accommodation in order to apply for a position, please request assistance from the Human Resources Department.

Williamson County Job Description

Department/Office: County Judge

Job Title: CDBG Asst Program Manager FLSA: E Pay Grade: B.28 Effective Date:

Revision number	Description	Entered by	Effective Date
0000			

Commissioners Court - Regular Session **38.**

Meeting Date: 01/17/2023

Competency Restoration

Submitted For: Valerie Covey **Submitted By:** Rachel Rull, Commissioner Pct. #3

Department: Commissioner Pct. #3

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on Jail-based Competency Restoration.

Background

This item has been placed on the agenda to allow the Court and public to hear about this initiative and how it may work in Williamson County.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	01/12/2023 11:18 AM
Form Started By: Rachel Rull		Started On: 01/09/2023 04:39 PM
Final Approval Date: 01/12/2023		

Commissioners Court - Regular Session **39.**

Meeting Date: 01/17/2023

Emergency Communications Budget Amendment for 2023 Budget

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 to approve a budget amendment to acknowledge additional expenditures for Emergency Communications.

Background

The budget amendment recognizes insurance proceeds received to repair an Emergency Communications vehicle. The proceeds are being used to offset the expenditures on damaged vehicle.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0581.004541	Vehicle Maintenance	$17,687.20

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	01/10/2023 12:54 PM
Form Started By: Pam Navarrette		Started On: 01/10/2023 08:24 AM
Final Approval Date: 01/10/2023		

Commissioners Court - Regular Session **40.**

Meeting Date: 01/17/2023

Emergency Communications Budget Amendment for 2023 Budget

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 to approve a budget amendment to acknowledge additional revenues for the General Fund.

Background

The budget amendment recognizes insurance proceeds received for repairs on an Emergency Communications vehicle. The proceeds are being used to offset the repairs on the damaged vehicle.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.364100	Insurance Proceeds	$17,687.20

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	01/10/2023 12:54 PM
Form Started By: Pam Navarrette		Started On: 01/10/2023 08:30 AM
Final Approval Date: 01/10/2023		

Commissioners Court - Regular Session **41.**

Meeting Date: 01/17/2023

VA Donation BA Rev 1.17.23

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

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

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

Background

Donation of $200 was given by a Veteran who would like to remain anonymous, in support of other Veterans during the holidays.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.367400	Donations	$200.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	01/10/2023 12:49 PM
Form Started By: Melanie Denny		Started On: 01/05/2023 02:51 PM
Final Approval Date: 01/10/2023		

Commissioners Court - Regular Session **42.**

Meeting Date: 01/17/2023

VA Donation BA Exp 1.17.23

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

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

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

Background

Donation of $200 was given by a Veteran who would like to remain anonymous, in support of other Veterans during the holidays.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0405.003670	Use of Donations	$200.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	01/10/2023 12:49 PM
Form Started By: Melanie Denny		Started On: 01/05/2023 02:52 PM
Final Approval Date: 01/10/2023		

Commissioners Court - Regular Session **43.**

Meeting Date: 01/17/2023

Animal Shelter Donations BA Rev 01.17.23

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

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

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

Background

This is for donation collections for October 2022 through December 2022.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0546.0000.367404	Animal Shelter Donations	$171,102.29
	0546.0000.367440	Jane's Fund Donations	$19,553.07
	0546.0000.367442	Play Yard Donations	$1,239.56
	0546.0000.367443	Heart Worm Donations	$362.00
	0546.0000.367445	SIT Team Donations	$506.40
	0546.0000.367447	Animal Transport Donations	$3,269.50
	0546.0000.367448	Kitten Care Donations	$2,391.00
	0546.0000.370150	Sales of Pet Care Products	$1,812.12

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	01/11/2023 09:04 AM
Form Started By: Melanie Denny		Started On: 01/10/2023 09:51 AM
Final Approval Date: 01/11/2023		

Commissioners Court - Regular Session **44.**

Meeting Date: 01/17/2023

Animal Shelter Donations BA Exp 01.17.23

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

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

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

Background

This is for donation collections for October 2022 through December 2022.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0546.0546.003510	Purchases for Resale	$1,812.12
	0546.0546.003670	Use of Donations	$171,102.29
	0546.0546.004100	Professional Services	$19,553.07
	0546.0546.004105	Foster Home Care	$2,391.00
	0546.0546.004231	Travel	$3,269.50
	0546.0546.004232	Training	$506.40
	0546.0546.004509	Facility Enhancements	$1,239.56
	0546.0546.004975	Animal Medical Care	$362.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	01/11/2023 09:05 AM
Form Started By: Melanie Denny		Started On: 01/10/2023 09:53 AM
Final Approval Date: 01/11/2023		

Commissioners Court - Regular Session **45.**

Meeting Date: 01/17/2023

Park Donations BA Rev 01.17.23

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

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

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

Background

This is for donation collections for October 2022 through December 2022. Donations include $2,616.00 for a memorial bench. The memorial bench is for Brushy Creek Trail, in loving memory of Theodore T. Ovalle from his loving wife Beverly Ovalle. $642.68 in general donations.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.367403	Park Donations	$3,258.68

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	01/11/2023 09:11 AM
Form Started By: Melanie Denny		Started On: 01/10/2023 10:10 AM
Final Approval Date: 01/11/2023		

Commissioners Court - Regular Session **46.**

Meeting Date: 01/17/2023

Park Donations BA Exp 01.17.23

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

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

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

Background

This is for donation collections for October 2022 through December 2022. Donations include $2,616.00 for a memorial bench. The memorial bench is for Brushy Creek Trail, in loving memory of Theodore T. Ovalle from his loving wife Beverly Ovalle. $642.68 in general donations.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0510.003670	Use of Donations	$3,258.68

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	01/11/2023 09:12 AM
Form Started By: Melanie Denny		Started On: 01/10/2023 10:11 AM
Final Approval Date: 01/11/2023		

Commissioners Court - Regular Session **47.**

Meeting Date: 01/17/2023

Approval of Second Bulk Order of Computers from Dell Technologies for Countywide Departments

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the second bulk purchase for budgeted computers and equipment from Dell Technologies, for a total not-to-exceed amount of $117,211.03, pursuant to the DIR contract #DIR-TSO-3763.

Background

This purchase of computers and equipment will benefit Williamson County with bulk order discounts. Items specified are for both new and replacement computers and equipment. The attached quote contains the order information. The cost of $117,211.03 is a not-to-exceed purchase amount. IT and Budget have approved this purchase. Legal and contract audit have reviewed the quote. There are multiple line item expenditures used for this purchase from various departments as approved in the FY23 budget. The department point of contact is Richard Semple.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Redacted Dell Quote for 2nd Bulk Order

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	01/12/2023 07:07 AM
County Judge Exec Asst.	Becky Pruitt	01/12/2023 08:17 AM
Form Started By: Mary Watson		Started On: 01/05/2023 04:09 PM
Final Approval Date: 01/12/2023		

DELL Technologies

A quote for your consideration

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your **Premier page**, or, if you do not have Premier, use this **Quote to Order**.

Quote No. [redacted]
Total
Customer #
Quoted On Jan. 04, 2023
Expires by Feb. 03, 2023

Contract Name [redacted]

Contract Code
Customer Agreement #
Deal ID

Sales Rep [redacted]
Phone
Email
Billing To

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you are ready to place an order. Thank you for shopping with Dell!

Regards,
Katherine Casey

Shipping Group

Shipping To
[redacted]

Shipping Method
Standard Delivery

Product	Unit Price	Quantity	Subtotal
OptiPlex 7400 AIO	$1,159.88	3	$3,479.64
OptiPlex 7000 Small Form Factor	$990.00	10	$9,900.00
Dell Latitude 5330	$1,299.68	4	$5,198.72
Precision 3660 Tower	$1,969.92	9	$17,729.28

Dell 27 Monitor - P2722H, 68.6cm (27")	$237.99	4	$951.96
Dell Dock- WD19S 130w Power Delivery 180w Power Supply	$183.05	45	$8,237.25
Dell Latitude 5531	$1,159.88	43	$49,874.84
Dell Essential 15 Inch Laptop Briefcase - ES1520C	$17.00	46	$782.00
Dell Wired Keyboard and Mouse - KM300C	$25.57	7	$178.99
Logitech MK270 Wireless Keyboard and Mouse Combo	$26.39	48	$1,266.72
Dell Monitor Slim Soundbar - SB521A	$31.34	22	$689.48
Dell 34 Curved USB-C Monitor - P3421WM, 86.5cm (34")	$418.64	12	$5,023.68
Dell 24 Monitor - P2422H, 60.5cm (23.8")	$190.39	73	$13,898.47

Subtotal:	$117,211.03
Shipping:	$0.00
Environmental Fee:	$0.00
Non-Taxable Amount:	$117,211.03
Taxable Amount:	$0.00
Estimated Tax:	$0.00
Total:	$117,211.03

Shipping Group Details

Shipping To

[redacted]

Shipping Method

Standard Delivery

		Quantity	Subtotal
OptiPlex 7400 AIO Est mated de very f purchased today: Jan. 31, 2023 Contract [redacted] Customer Agreement [redacted]	$1,159.88	3	$3,479.64

Description	SKU	Unit Price	Quantity	Subtotal
Opt P ex 7400 A - n-One	210-BCPU	-	3	-
12th Generat on Inte Core 5-12500 (6 Cores/18MB/12T/3.0GHz to 4.6GHz/65W)	338-CCWC	-	3	-
W ndows 11 Pro, Eng sh, French, Span sh	619-AQLP	-	3	-
NO RAID	817-BBBN	-	3	-
No M crosoft Off ce L cense Inc uded	658-BCSB	-	3	-
16GB (1x16GB) DDR4 Non-ECC Memory	370-AFWB	-	3	-
M.2 2230 512GB PCIe NVMe C ass 35 So d State Dr ve	400-BEUX	-	3	-
Therma Pad	412-AALV	-	3	-
Screw for M.2 SATA SSD	773-BBBJ	-	3	-
Inte Integrated Graph cs	490-BBFG	-	3	-
Opt P ex 7400 AIO, 23.8" FHD Non Touch, 65W CPU, FHD Camera, UMA, 160W Bronze PSU	329-BGOT	-	3	-
System Power Cord (Ph p ne/TH/US)	450-AAOJ	-	3	-
Screw for M.2 SATA SSD	555-BGOI	-	3	-
Inte W -F 6E (6GHz) AX211 2x2 B uetooth 5.2 W re ess Card	555-BHHN	-	3	-
W re ess Dr ver, Inte W F 6E AX211 2x2 (G g+) + B uetooth 5	555-BHDI	-	3	-
SupportAss st	525-BBCL	-	3	-
De (TM) D g ta De very C rrus C ent	640-BBLW	-	3	-
De C ent System Update (Updates atest De Recommended BIOS, Dr vers, F rmware and Apps)	658-BBMR	-	3	-
Waves Maxx Aud o	658-BBRB	-	3	-
De SupportAss st OS Recovery Too	658-BEOK	-	3	-
De Opt m zer	658-BEQP	-	3	-
W ndows PKID Labe	658-BFDQ	-	3	-
Inte Rap d Storage Techno ogy software and dr ver for W ndows	658-BFKW	-	3	-
ENERGY STAR Qua f ed	387-BBLW	-	3	-
De Watchdog T mer	379-BESN	-	3	-
Qu ck Start Gu de	340-CYGV	-	3	-
Trusted P atform Modu e (D screte TPM Enab ed)	329-BBJL	-	3	-

Sh pp ng Mater a for F xed Stand / He ght Adjustab e Stand Opt P ex AIO	340-CRJB	-	3	-
Sh pp ng Labe	389-BBUU	-	3	-
FCC statement abe AIO	389-DVDQ	-	3	-
Regu atory Labe	389-EDEO	-	3	-
Inte Core 5 non-vPro Processor Labe	340-CUEW	-	3	-
Desktop BTO Standard sh pment	800-BBIO	-	3	-
De Pro W re ess Keyboard and Mouse - KM5221W - Eng sh - B ack	580-AJJG	-	3	-
No Externa ODD	429-ABGY	-	3	-
Non-Touch LCD, De Opt P ex AIO	391-BBDM	-	3	-
Mouse nc uded w th Keyboard	570-AADI	-	3	-
No Cover Se ected	325-BCZQ	-	3	-
Opt P ex A - n-One He ght Adjustab e Stand, A - n-One	575-BBRF	-	3	-
Custom Conf gurat on	817-BBBB	-	3	-
EPEAT 2018 Reg stered (Go d)	379-BDZB	-	3	-
In-Band Systems Management	631-ADFR	-	3	-
Thank you choos ng De ProSupport. For tech support, v s t //support.de .com/ProSupport	989-3449	-	3	-
De L m ted Hardware Warranty P us Serv ce	997-8533	-	3	-
ProSupport: Next Bus ness Day Ons te 3 Years	997-8558	-	3	-
ProSupport: 7x24 Techn ca Support, 3 Years	997-8578	-	3	-
VMWCB Endpo nt Stnd NGAV B-EDR w/ProSupport 1yr	528-CHEC	-	3	-
			Quantity	**Subtotal**
OptiPlex 7000 Small Form Factor Est mated de very f purchased today: Jan. 17, 2023 Contract [redacted] Customer Agreement [redacted]		**$990.00**	**10**	**$9,900.00**

Description	**SKU**	**Unit Price**	**Quantity**	**Subtotal**
Opt P ex 7000 Sma Form Factor	210-BCTG	-	10	-
12th Generat on Inte Core 5-12500 (6 Cores/18MB/12T/3.0GHz to 4.6GHz/65W)	338-CCWC	-	10	-
W ndows 11 Pro, Eng sh, French, Span sh	619-AQLP	-	10	-
No M crosoft Off ce L cense Inc uded	658-BCSB	-	10	-
16GB (2x8GB) DDR4 Non-ECC Memory	370-AGFS	-	10	-
M.2 2230 512GB PCIe NVMe C ass 35 So d State Dr ve	400-BEUX	-	10	-
M.2 22x30 Therma Pad	412-AAQT	-	10	-
M2X3.5 Screw for SSD/DDPE	773-BBBC	-	10	-
NO RAID	817-BBBN	-	10	-
AMD Radeon 550 2GB LP (DP/DP)	490-BHRP	-	10	-
240 W nterna power supp y un t (PSU), 85% Eff c ent, 80 P us Bronze	329-BGND	-	10	-
System Power Cord (Ph p ne/TH/US)	450-AAOJ	-	10	-
DVD+/-RW Beze	325-BDSH	-	10	-
8x DVD+/-RW 9.5mm S m ne Opt ca D sk Dr ve	429-ABFH	-	10	-

CMS Essent a s DVD no Med a	658-BBTV	-	10	-
No Med a Card Reader	385-BBCR	-	10	-
No Add t ona Add In Cards	382-BBHX	-	10	-
No Add t ona V deo Ports	492-BCKH	-	10	-
No Keyboard Se ected	580-AABG	-	10	-
No Mouse Se ected	570-AAAF	-	10	-
No Cover Se ected	325-BCZQ	-	10	-
SupportAss st	525-BBCL	-	10	-
De (TM) D g ta De very C rrus C ent	640-BBLW	-	10	-
De C ent System Update (Updates atest De Recommended BIOS, Dr vers, F rmware and Apps)	658-BBMR	-	10	-
Waves Maxx Aud o	658-BBRB	-	10	-
De SupportAss st OS Recovery Too	658-BEOK	-	10	-
De Opt m zer	658-BEQP	-	10	-
IRST Dr ver	658-BFKI	-	10	-
ENERGY STAR Qua f ed	387-BBLW	-	10	-
De Watchdog T mer	379-BESJ	-	10	-
Qu ck Start Gu de	340-CYKU	-	10	-
Trusted P atform Modu e (D screte TPM Enab ed)	329-BBJL	-	10	-
Sh pp ng Mater a	340-CQYR	-	10	-
Sh pp ng Labe	389-BBUU	-	10	-
Regu atory Labe for Opt P ex 7000 SFF 240W	389-ECRC	-	10	-
No Hard Dr ve Bracket, De Opt P ex	575-BBKX	-	10	-
Inte Core 5 non-vPro Processor Labe	340-CUEW	-	10	-
Desktop BTO Standard sh pment	800-BBIO	-	10	-
Custom Conf gurat on	817-BBBB	-	10	-
Interna Speaker	520-AARD	-	10	-
No Add t ona Network Card Se ected (Integrated NIC nc uded)	555-BBJO	-	10	-
EPEAT 2018 Reg stered (Go d)	379-BDZB	-	10	-
In-Band Systems Management	631-ADGG	-	10	-
De L m ted Hardware Warranty P us Serv ce	812-3886	-	10	-
ProSupport 4-Hour: 7x24Ons te/In-Home Serv ce After Remote D agnos s, 3 Years	812-3893	-	10	-
ProSupport: 7x24 Techn ca Support, 3 Years	812-3894	-	10	-
Thank you choos ng De ProSupport. For tech support, v s t //support.de .com/ProSupport	989-3449	-	10	-

		Quantity	Subtotal
Dell Latitude 5330	**$1,299.68**	**4**	**$5,198.72**

Est mated de very f purchased today:
Jan. 18, 2023
Contract [redacted]
Customer Agreement [redacted]

Description	SKU	Unit Price	Quantity	Subtotal
De Lat tude 5330 XCTO Base	210-BDGW	-	4	-

12th Generat on Inte vPro Enterpr se w th Inte Core 5-1245U (10 Core, 12 MB Cache, 12 Threads, up to 4.40 GHz)	379-BETW	-	4	-
W ndows 11 Pro, Eng sh, French, Span sh	619-AQLP	-	4	-
No M crosoft Off ce L cense Inc uded	658-BCSB	-	4	-
Lat tude 5330 Assemb y Base	338-CDJQ	-	4	-
5-1245U vPro, Inte Ir s Xe Graph cs, Thunderbo t, 16GB	338-CDJV	-	4	-
Inte ME d sab ed	631-ADGC	-	4	-
16 GB, DDR4 SDRAM, 3200MHz (on board)	370-AFVV	-	4	-
M.2 512GB PCIe NVMe C ass 35 So d State Dr ve	400-BHRH	-	4	-
2- n-1, 13.3" FHD (1920x1080) Ant G are, Touch, WVA, 300 n ts, FHD IR Camera, WWAN, Pen support, Gor a G ass 6 DXC	391-BGNH	-	4	-
S ng e Po nt ng Back t US-Eng sh Keyboard	583-BHBS	-	4	-
W re ess Inte AX211 WLAN Dr ver	555-BHPV	-	4	-
Inte W-F 6E (6 where 6E unava ab e) AX211, 2x2, 802.11ax, B uetooth 5.3	555-BHHU	-	4	-
41WHR, 3 Ce Battery Express Charge Capab e	451-BCXC	-	4	-
65W Type-C Adapter	492-BDGC	-	4	-
MOD,PLMRST,US,NS,TBT,5330	346-BHSL	-	4	-
E4 Power Cord 1M for US	537-BBDO	-	4	-
Qu ck setup gu de 2- n-1	340-CYKN	-	4	-
ENERGY STAR Qua f ed	387-BBPC	-	4	-
Custom Conf gurat on	817-BBBB	-	4	-
De App cat ons for W ndows 11	658-BFNW	-	4	-
DAO M x Mode 65W adapter (2 n1)	340-CZQY	-	4	-
FHD/IR Camera, Tempora No se Reduct on, Camera Shutter, M c	319-BBIE	-	4	-
Lat tude 5330 2- n-1 Bottom Door	321-BHMO	-	4	-
EPEAT 2018 Reg stered (Go d)	379-BDZB	-	4	-
De L m ted Hardware Warranty Extended Year(s)	975-3461	-	4	-
De L m ted Hardware Warranty	997-8317	-	4	-
ProSupport P us: Next Bus ness Day Ons te, 1 Year	997-8366	-	4	-
Thank you for choos ng De ProSupport P us. For tech support, v s t www.de .com/contactde or ca 1-866-516-3115	997-8367	-	4	-
ProSupport P us: 7x24 Techn ca Support, 3 Years	997-8380	-	4	-
ProSupport P us: Next Bus ness Day Ons te, 2 Year Extended	997-8381	-	4	-
ProSupport P us: Keep Your Hard Dr ve, 3 Years	997-8382	-	4	-
ProSupport P us: Acc denta Damage Serv ce, 3 Years	997-8383	-	4	-
			Quantity	**Subtotal**
Precision 3660 Tower Est mated de very f purchased today: Jan. 17, 2023 Contract [redacted] Customer Agreement [redacted]		**$1,969.92**	**9**	**$17,729.28**

Description	**SKU**	**Unit Price**	**Quantity**	**Subtotal**
Inte Core 7-12700K processor (25MB Cache, 12 Core (8P+4E), 3.6GHz to 5.0GHz (125W)) TDP	338-CDGH	-	9	-

VR Heats nk	412-ABBQ	-	9	-
W ndows 11 Pro, Eng sh, French, Span sh	619-AQLP	-	9	-
No M crosoft Off ce L cense Inc uded	658-BCSB	-	9	-
500W P at num PSU, DAO	321-BHGG	-	9	-
32GB, 2x16GB, DDR5 up to 4400MHz UDIMM non-ECC memory	370-AGYF	-	9	-
AMD Radeon Pro W6600, 8GB, 4DP (Prec s on 3660)	490-BHYB	-	9	-
C1 M.2 SSD Boot + SSD	449-BBXF	-	9	-
No SATA RAID	780-BBCJ	-	9	-
512GB PCIe NVMe C ass 40 M.2 SSD	400-BNGP	-	9	-
Therma Pad 3660	412-AAZW	-	9	-
No Hard Dr ve	400-AKZR	-	9	-
No Hard Dr ve	400-AKZR	-	9	-
No Hard Dr ve	400-AKZR	-	9	-
No Hard Dr ve	400-AKZR	-	9	-
No Hard Dr ve	400-AKZR	-	9	-
No Hard Dr ve	400-AKZR	-	9	-
No Add t ona Network Card Se ected (Integrated NIC nc uded)	555-BBJO	-	9	-
8x DVD+/-RW 9.5mm Opt ca D sk Dr ve	429-ABDW	-	9	-
Beze ODD	429-ABMR	-	9	-
CMS Essent a s DVD no Med a	658-BBTV	-	9	-
Inte ME D sab ed	631-ADHX	-	9	-
De KB216 W red Keyboard Eng sh	580-ADJC	-	9	-
De Opt ca Mouse - MS116 (B ack)	570-ABIE	-	9	-
ENERGY STAR Qua f ed	387-BBLW	-	9	-
EPEAT 2018 Reg stered (Go d)	379-BDZB	-	9	-
De Prec s on TPM	340-ACBY	-	9	-
Advanced CPU A r Coo er	412-ABBS	-	9	-
US Power Cord	450-AHDU	-	9	-
Qu ck Setup Gu de, Prec s on 3660	340-CYVU	-	9	-
SHIP,PWS,LNK,NO,NO,AMF	340-CBUU	-	9	-
Sh p mater a - EPEAT Cert f cat on	340-CZQO	-	9	-
500W P at num PSU Labe	389-EDFT	-	9	-
Inte Core 7 non-vPro Processor Labe	340-CUEQ	-	9	-
Interna Speaker for Prec s on 3660	520-AAVW	-	9	-
No Externa ODD	429-ABGY	-	9	-
SupportAss st	525-BBCL	-	9	-
De (TM) D g ta De very C rrus C ent	640-BBLW	-	9	-
De Opt m zer for Prec s on	640-BBSC	-	9	-
De Prem er Co or 6.1	640-BBSN	-	9	-
De C ent System Update (Updates atest De Recommended BIOS, Dr vers, F rmware and Apps)	658-BBMR	-	9	-
Waves Maxx Aud o	658-BBRB	-	9	-
De SupportAss st OS Recovery Too	658-BEOK	-	9	-

Inte Rap d Storage Techno ogy Dr ver, Prec s on 3660T	409-BCWP	-	9	-
Custom Conf gurat on	817-BBBB	-	9	-
Prec s on 3660 Tower CTO BASE	210-BCUR	-	9	-
Thank you choos ng De ProSupport. For tech support, v s t //support.de .com/ProSupport	989-3449	-	9	-
De L m ted Hardware Warranty P us Serv ce	997-2808	-	9	-
ProSupport: 7x24 Techn ca Support, 3 Years	997-2836	-	9	-
ProSupport: Next Bus ness Day Ons te, 3 Years	997-6782	-	9	-
			Quantity	**Subtotal**
Dell 27 Monitor - P2722H, 68.6cm (27")		**$237.99**	**4**	**$951.96**

Est mated de very f purchased today:
Jan. 09, 2023
Contract [redacted]
Customer Agreement [redacted]

Description	**SKU**	**Unit Price**	**Quantity**	**Subtotal**
De 27 Mon tor - P2722H, 68.6cm (27")	210-BBCK	-	4	-
De L m ted Hardware Warranty	814-5380	-	4	-
Advanced Exchange Serv ce, 3 Years	814-5381	-	4	-
			Quantity	**Subtotal**
Dell Dock- WD19S 130w Power Delivery 180w Power Supply		**$183.05**	**45**	**$8,237.25**

Est mated de very f purchased today:
Jan. 11, 2023
Contract [redacted]
Customer Agreement [redacted]

Description	**SKU**	**Unit Price**	**Quantity**	**Subtotal**
De Dock – WD19S 130w Power De very – 180w AC	210-AZBM	-	45	-
Advanced Exchange Serv ce, 3 Years	824-3984	-	45	-
De L m ted Hardware Warranty	824-3993	-	45	-
			Quantity	**Subtotal**
Dell Latitude 5531		**$1,159.88**	**43**	**$49,874.84**

Est mated de very f purchased today:
Jan. 19, 2023
Contract [redacted]
Customer Agreement [redacted]

Description	**SKU**	**Unit Price**	**Quantity**	**Subtotal**
De Lat tude 5531 XCTO BASE	210-BDNQ	-	43	-
12th Gen Inte (R) Core(TM) 5-12500H (12 Core, 18 MB Cache, 16 Threads, up to 4.50 GHz)	379-BESU	-	43	-
W ndows 11 Pro, Eng sh, French, Span sh	619-AQLP	-	43	-
No M crosoft Off ce L cense Inc uded	658-BCSB	-	43	-
Inte 12th Gen Core 5-12500H,Inte Ir s Xe Integrated Graph cs w/Thunderbo t	338-CDLS	-	43	-
Inte Non-vPro Techno ogy Enab ed	631-ADFB	-	43	-
16GB DDR5 Memory,1x16GB, 4800MHz, Non-ECC, SoDIMM (s ng e channe)	370-AGZB	-	43	-
M.2 2230 512GB PCIe NVME C ass 35 SSD	400-BNMO	-	43	-
15.6" FHD (1920x1080) Non-Touch, Ant -G are, IPS, RGB Camera+IR Cam+Inte gent Pr vacy, 250n ts, WLAN	391-BGKN	-	43	-
Eng sh US back t keyboard w th numer c keypad, 99-key	583-BHBG	-	43	-

W re ess Inte AX211 WLAN Dr ver	555-BHJC	-	43	-
Inte W -F 6E (6 where 6E unava ab e) AX211, 2x2, 802.11ax, B uetooth 5.3	555-BHHU	-	43	-
4 Ce , 64 Whr, ExpressCharge (TM) Capab e	451-BCWT	-	43	-
90W Type C Power Adapter	492-BDGG	-	43	-
S ng e Po nt ng, No Secur ty Pa mrest	329-BGRH	-	43	-
Power Cord 1M US	470-AFGV	-	43	-
Lat tude 5531 Qu ck Start Gu de	340-CYGG	-	43	-
ENERGY STAR Qua f ed	387-BBLW	-	43	-
Custom Conf gurat on	817-BBBB	-	43	-
De App cat ons for W ndows 11	658-BFNW	-	43	-
Pkg M x Mode EH UMA 90W Adapter	340-DCBR	-	43	-
Lat tude 5531 Bottom B g Door	321-BHJX	-	43	-
EPEAT 2018 Reg stered (Go d)	379-BDZB	-	43	-
FHD/IR Camera w th ExpressS gn-In + Inte gent Pr vacy, Tempora No se Reduct on, Camera Shutter, M c	319-BBIC	-	43	-
HDD Dummy F er	750-ADFE	-	43	-
De L m ted Hardware Warranty Extended Year(s)	975-3461	-	43	-
Thank you choos ng De ProSupport. For tech support, v s t //support.de .com/ProSupport	989-3449	-	43	-
De L m ted Hardware Warranty	997-8317	-	43	-
ProSupport: 7x24 Techn ca Support, 3 Years	997-8344	-	43	-
ProSupport: Next Bus ness Day Ons te, 1 Year	997-8349	-	43	-
ProSupport: Next Bus ness Day Ons te, 2 Year Extended	997-8354	-	43	-
VMWCB Endpo nt Stnd NGAV B-EDR w/ProSupport 1yr	528-CHEC	-	43	-

	Quantity	**Subtotal**
Dell Essential 15 Inch Laptop Briefcase - ES1520C	**$17.00**	**46**	**$782.00**

Est mated de very f purchased today:
Jan. 10, 2023
Contract [redacted]
Customer Agreement [redacted]

Description	**SKU**	**Unit Price**	**Quantity**	**Subtotal**
De Essent a 15 Inch Laptop Br efcase - ES1520C	460-BCTK	-	46	-

	Quantity	**Subtotal**
Dell Wired Keyboard and Mouse - KM300C	**$25.57**	**7**	**$178.99**

Est mated de very f purchased today:
Jan. 10, 2023
Contract [redacted]
Customer Agreement [redacted]

Description	**SKU**	**Unit Price**	**Quantity**	**Subtotal**
De W red Keyboard and Mouse - KM300C	580-AKKV	-	7	-

	Quantity	**Subtotal**
Logitech MK270 Wireless Keyboard and Mouse Combo	**$26.39**	**48**	**$1,266.72**

Est mated de very f purchased today:
Jan. 15, 2023
Contract [redacted]
Customer Agreement [redacted]

Description	**SKU**	**Unit Price**	**Quantity**	**Subtotal**
Log tech MK270 W re ess Keyboard and Mouse Combo	A6949681	-	48	-

			Quantity	Subtotal
Dell Monitor Slim Soundbar - SB521A Est mated de very f purchased today: Jan. 10, 2023 Contract [redacted] Customer Agreement [redacted]		$31.34	22	$689.48

Description	SKU	Unit Price	Quantity	Subtotal
De Mon tor S m Soundbar - SB521A	520-AARU	-	22	-

			Quantity	Subtotal
Dell 34 Curved USB-C Monitor - P3421WM, 86.5cm (34") Est mated de very f purchased today: Jan. 09, 2023 Contract [redacted] Customer Agreement [redacted]		$418.64	12	$5,023.68

Description	SKU	Unit Price	Quantity	Subtotal
De 34 Curved USB-C Mon tor - P3421WM, 86.5cm (34")	210-BCEG	-	12	-
Advanced Exchange Serv ce 3 Years	844-1960	-	12	-
De L m ted Hardware Warranty	844-1966	-	12	-

			Quantity	Subtotal
Dell 24 Monitor - P2422H, 60.5cm (23.8") Est mated de very f purchased today: Jan. 10, 2023 Contract [redacted] Customer Agreement [redacted]		$190.39	73	$13,898.47

Description	SKU	Unit Price	Quantity	Subtotal
De 24 Mon tor - P2422H, 60.5cm (23.8")	210-BBCC	-	73	-
De L m ted Hardware Warranty	814-5380	-	73	-
Advanced Exchange Serv ce, 3 Years	814-5381	-	73	-

Subtotal:	**$117,211.03**
Shipping:	**$0.00**
Environmental Fee:	**$0.00**
Estimated Tax:	**$0.00**
Total:	**$117,211.03**

Important Notes

Terms of Sale

Th s Quote w , f Customer ssues a purchase order for the quoted tems that s accepted by Supp er, const tute a contract between the ent ty ssu ng th s Quote ("Supp er") and the ent ty to whom th s Quote was ssued ("Customer"). Un ess otherw se stated here n, pr c ng s va d for th rty days from the date of th s Quote. A product, pr c ng and other nformat on s based on the atest nformat on ava ab e and s subject to change. Supp er reserves the r ght to cance th s Quote and Customer purchase orders ar s ng from pr c ng errors. Taxes and/or fre ght charges sted on th s Quote are on y est mates. The f na amounts sha be stated on the re evant nvo ce. Add t ona fre ght charges w be app ed f Customer requests exped ted sh pp ng. P ease nd cate any tax exempt on status on your purchase order and send your tax exempt on cert f cate to Tax_Department@de .com or ARSa esTax@emc.com, as app cab e.

Governing Terms: Th s Quote s subject to: (a) a separate wr tten agreement between Customer or Customer s aff ate and Supp er or a Supp er´s aff ate to the extent that t express y app es to the products and/or serv ces n th s Quote or, to the extent there s no such agreement, to the app cab e set of De s Terms of Sa e (ava ab e at www.de .com/terms or www.de .com/oemterms), or for c oud/as-a-Serv ce offer ngs, the app cab e c oud terms of serv ce (dent f ed on the Offer Spec f c Terms referenced be ow); and (b) the terms referenced here n (co ect ve y, the "Govern ng Terms"). D fferent Govern ng Terms may app y to d fferent products and serv ces on th s Quote. The Govern ng Terms app y to the exc us on of a terms and cond t ons ncorporated n or referred to n any documentat on subm tted by Customer to Supp er.

Supplier Software Licenses and Services Descriptions: Customer s use of any Supp er software s subject to the cense terms accompany ng the software, or n the absence of accompany ng terms, the app cab e terms posted on www.De .com/eu a. Descr pt ons and terms for Supp er-branded standard serv ces are stated at www.de .com/serv cecontracts/g oba or for certa n nfrastructure products at www.de emc.com/en-us/customer-serv ces/product-warranty-and-serv ce-descr pt ons.htm.

Offer-Specific, Third Party and Program Specific Terms: Customer s use of th rd-party software s subject to the cense terms that accompany the software. Certa n Supp er-branded and th rd-party products and serv ces sted on th s Quote are subject to add t ona , spec f c terms stated on www.de .com/offer ngspec f cterms ("Offer Spec f c Terms").

In case of Resale only: Shou d Customer procure any products or serv ces for resa e, whether on standa one bas s or as part of a so ut on, Customer sha nc ude the app cab e software cense terms, serv ces terms, and/or offer-spec f c terms n a wr tten agreement w th the end-user and prov de wr tten ev dence of do ng so upon rece pt of request from Supp er.

In case of Financing only: If Customer ntends to enter nto a f nanc ng arrangement ("F nanc ng Agreement") for the products and/or serv ces on th s Quote w th De F nanc a Serv ces LLC or other fund ng source pre-approved by Supp er ("FS"), Customer may ssue ts purchase order to Supp er or to FS. If ssued to FS, Supp er w fu f and nvo ce FS upon conf rmat on that: (a) FS ntends to enter nto a F nanc ng Agreement w th Customer for th s order; and (b) FS agrees to procure these tems from Supp er. Notw thstand ng the F nanc ng Agreement, Customer s use (and Customer s resa e of and the end-user s use) of these tems n the order s subject to the app cab e govern ng agreement between Customer and Supp er, except that t t e sha transfer from Supp er to FS nstead of to Customer. If FS not f es Supp er after sh pment that Customer s no onger pursu ng a F nanc ng Agreement for these tems, or f Customer fa s to enter nto such F nanc ng Agreement w th n 120 days after sh pment by Supp er, Customer sha prompt y pay the Supp er nvo ce amounts d rect y to Supp er.

Customer represents that th s transact on does not nvo ve: (a) use of U.S. Government funds; (b) use by or resa e to the U.S. Government; or (c) ma ntenance and support of the product(s) sted n th s document w th n c ass f ed spaces. Customer further represents that th s transact on does not requ re Supp er s comp ance w th any statute, regu at on or nformat on techno ogy standard app cab e to a U.S. Government procurement.

For certa n products sh pped to end users n Ca forn a, a State Env ronmenta Fee w be app ed to Customer s nvo ce. Supp er encourages customers to d spose of e ectron c equ pment proper y.

E ectron ca y nked terms and descr pt ons are ava ab e n hard copy upon request.

^DELL BUSINESS CREDIT (DBC): Offered to bus ness customers by WebBank, who determ nes qua f cat ons for and terms of cred t. Taxes, sh pp ng and other charges are extra and vary. The Tota M n mum Payment Due s the greater of e ther $20 or 3% of the New Ba ance shown on the statement rounded up to the next do ar, p us a past due amounts. De and the De ogo are trademarks of De Inc.

Commissioners Court - Regular Session **48.**

Meeting Date: 01/17/2023

Bullet Resistant Shield Grant Program Acceptance for County Sheriff

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

Department: Sheriff

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action to authorize the Williamson County Sheriff's Office to accept the Criminal Justice Division Bullet-Resistant Shield Grant Program.

Background

On September 13, 2022, the Commissioners Court approved the Williamson County Sheriff's Office to apply for the Bullet-Resistant Shield Grant Program through the Office of the Governor's Criminal Justice Division (agenda item 61). The Office of the Governor has accepted our application and the Sheriff's Office is seeking approval from the Court to accept the grant. If the grant is accepted, Williamson County will be awarded approximately $79,040.00 to purchase Level III bullet-resistant shields. No match is required.

Staff recommends the following action: Approve the Sheriff's Office to accept the Criminal Justice Division Bullet-Resistant Shield Grant Program through the Office of the Governor's Criminal Justice Division and approve appropriate County department personnel to complete documentation relevant to the implementation of the grant.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Grant Award Statement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	01/11/2023 09:13 AM
Form Started By: Starla Hall		Started On: 01/10/2023 11:12 AM
Final Approval Date: 01/11/2023		

Statement of Grant Award (SOGA)

The Statement of Grant Award is the official notice of award from the Office of the Governor (OOG). This Grant Agreement and all terms, conditions, provisions and obligations set forth herein shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns and all other State of Texas agencies and any other agencies, departments, divisions, governmental entities, public corporations, and other entities which shall be successors to each of the Parties or which shall succeed to or become obligated to perform or become bound by any of the covenants, agreements or obligations hereunder of each of the Parties hereto.

The approved project narrative and budget for this award are reflected in eGrants on the 'Narrative' and 'Budget/Details' tabs. By accepting the Grant Award in eGrants, the Grantee agrees to strictly comply with the requirements and obligations of this Grant Agreement including any and all applicable federal and state statutes, regulations, policies, guidelines and requirements. In instances where conflicting requirements apply to a Grantee, the more restrictive requirement applies.

The Grant Agreement includes the Statement of Grant Award; the OOG Grantee Conditions and Responsibilities; the Grant Application in eGrants; and the other identified documents in the Grant Application and Grant Award, including but not limited to: 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Chapter 783 of the Texas Government Code, Title 34, Part 1, Chapter 20, Subchapter E, Division 4 of the Texas Administrative Code, and the Uniform Grant Management Standards (UGMS) developed by the Comptroller of Public Accounts; the state Funding Announcement or Solicitation under which the grant application was made, and for federal funding, the Funding Announcement or Solicitation under which the OOG was awarded funds; and any applicable documents referenced in the documents listed above. For grants awarded from the U.S. Department of Justice, the current applicable version of the Department of Justice Grants Financial Guide and any applicable provisions in Title 28 of the CFR apply. For grants awarded from the Federal Emergency Management Agency (FEMA), all Information Bulletins and Policies published by the FEMA Grants Program Directorate apply. The OOG reserves the right to add additional responsibilities and requirements, with or without advance notice to the Grantee.

By clicking on the 'Accept' button within the 'Accept Award' tab, the Grantee accepts the responsibility for the grant project, agrees and certifies compliance with the requirements outlined in the Grant Agreement, including all provisions incorporated herein, and agrees with the following conditions of grant funding. The grantee's funds will not be released until the grantee has satisfied the requirements of the following Condition(s) of Funding and Other Fund-Specific Requirement(s), if any, cited below:

Grant Number:	4626301	**Award Amount:**	$79,040.00
Date Awarded:	1/9/2023	**Grantee Cash Match:**	$0.00
Grant Period:	10/01/2022 - 09/30/2023	**Grantee In Kind Match:**	$0.00
Liquidation Date:	12/29/2023	**Grantee GPI:**	$0.00
Program Fund:	SH-Bullet-Resistant Shield Grant Program	**Total Project Cost:**	$79,040.00
Grantee Name:	Williamson County		
Project Title:	Bullet-Resistant Shield Grant Program		
Grant Manager:	Madeline De Amaral		
Unique Entity Identifier (UEI):	C4BDCBLYNND6		

CFDA:	N/A
Federal Awarding Agency:	NA
Federal Award Date:	N/A - State Funds
Federal/State Award ID Number:	2023-SH-ST-0000
Total Federal Award/State Funds Appropriated:	$50,000,000.00
Pass Thru Entity Name:	Texas Office of the Governor – Criminal Justice Division (CJD)
Is the Award R&D:	No
Federal/State Award Description:	This purpose of this funding is to equip peace officers with bullet-resistant shields.

Commissioners Court - Regular Session **49.**

Meeting Date: 01/17/2023

Approval of Agreement for Background Screening with Nora Maxey for the Williamson County Sheriff's Office

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving agreement #2023116 for pre-employment background screening services with Nora Maxey in the total not-to-exceed amount of $7,500.00 and exempting this agreement from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personal or professional services, as set forth under Texas Local Government Code § 262.024(a)(4), and authorizing execution of the agreements.

Background

Approval of this item will support the Sheriff's Office by providing pre-employment background screening services. Background screener will be compensated at a rate of $30 an hour with a not-to-exceed amount of $7,500.00 per fiscal year. The work being performed requires accessing the Texas Commission on Law Enforcement website. This is restricted to those individuals that have been authorized and issued a personal identification number (PID#) from the Texas Commission on Law Enforcement. This website contains confidential and restricted information. Agreement will cover an initial period through September 30th, 2023 with the option to extend for up to two (2) additional twelve (12) month periods. Legal, contract audit and budget have reviewed this purchase. This expenditure will be charged to 01.0100.0560.004100 as per FY23 budget. Department contact is Chief James Carmona.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	01/12/2023 11:54 AM
County Judge Exec Asst.	Becky Pruitt	01/12/2023 12:03 PM
Form Started By: Erica Smith		Started On: 01/11/2023 10:33 AM
Final Approval Date: 01/12/2023		

PROFESSIONAL SERVICE AGREEMENT
FOR
PRE-EMPLOYMENT SCREENING & BACKGROUND INVESTIGATIONS FOR THE WILLIAMSON COUNTY SHERIFF'S OFFICE

This Professional Services Agreement for the Williamson County Sheriff's Office ("Agreement") is entered into between Williamson County, Texas, hereinafter referred to as COUNTY, and Nora Maxey hereinafter referred to as PROVIDER, for the purpose of providing professional pre- employment screenings and background investigations related to hiring new employees for both the law enforcement and corrections divisions within the Williamson County Sheriff's Office.

I.
SCOPE OF SERVICES

PROVIDER shall provide, upon request by the Williamson County Sheriff or his designee, pre-employment services and background investigations to the WCSO administration as needed. PROVIDER will conduct interviews with professional and personal references, prior employers and examine digital footprints. All services provided by PROVIDER and professionals shall be performed according to the regularly accepted standards for such services in the State of Texas and all applicable federal and state statutes and regulations

II.
TERM

This initial term under this Agreement shall become effective as of the date of the last party's execution below and continue until September 30, 2023, unless terminated sooner as authorized

herein. The Agreement maybe extended beyond the initial term for up to two (2) additional twelve (12) month periods upon a mutual renewal approved by COUNTY'S governing body. If the COUNTY exercises any extension option, all terms, conditions, and provisions of the Agreement shall remain in effect for that extension period, subject only to any economic price adjustment if necessary.

III.
COST AND PAYMENT

PROVIDER will be compensated based on rate of $30 per hour. The fees under this Agreement shall be subject to the budgeted and available funding allotted and available for this category of services with the WCSO. The not-to-exceed cap for FY23 is $7,500.00.

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

IV.
AGENCY-INDEPEDENT CONTRACTOR

Neither the COUNTY nor any employee thereof is an agent of PROVIDER and neither PROVIDER nor any employee thereof is an agent of the COUNTY. This agreement does not and shall not be construed to entitle either party or any of their respective employees, if applicable, to any benefit, privilege, or other amenities of employment by the other party. The parties agree and acknowledge that PROVIDER is acting as an independent contractor under this Agreement.

V.
ASSIGNMENT; SUCCESSORS AND ASSIGNS

Neither party may assign, in whole or in part, any interest it may have in this Agreement without the prior written consent of the other party. This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns.

VI.
THIRD **PARTY** BENEFICIARY EXCLUDED

No person not a party to this Agreement may bring a cause of action pursuant to this Agreement as a third-party beneficiary. This Agreement may not be interpreted to waive the sovereign immunity of any party to this Agreement to the extent such party may have immunity under Texas law.

VII.
FORCE MAJEURE

If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance of this Agreement. In the event of further lockdowns or shelter-in-place orders related to COVID19 or any other communicable diseases or pandemic, if PROVIDER is able to provide services under this agreement by way of telephone, teleconference, or remote electronic means, this paragraph will not apply to relieve PROVIDER of the obligation to provide services or to relieve COUNTY of the obligation to pay for services provided as set forth in this agreement. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.

VIII.
TERMINATION

This Agreement may be terminated, with or without cause, by either party by providing written notice to the other party at least thirty (30) days prior to the intended date of termination. In the event of termination, COUNTY will only be liable for payment for services rendered by PROVIDER and goods actually received as of 5:00 pm on the termination date.

IX.
NOTICE

Any notice or other writing required by this Agreement shall be deemed given when personally delivered or mailed by certified or registered United States mail, postage prepaid, addressed as follows:

COUNTY: Williamson County Judge
Bill Gravell (or successor)
710 Main Street, Ste. 101
Georgetown, Texas 78626

with copy to: Williamson County Sheriff
Mike Gleason
508 Rock Street
Georgetown, Texas 78626

PROVIDER: Nora Maxey
515 CR 126
Georgetown, TX 78626

X.
SEVERABILITY

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

XI.
VENUE AND GOVERNING LAW

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

XII.
NO WAIVER OF IMMUNITIES

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

XIII.
COUNTY'S RIGHT TO AUDIT

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

XIV.
APPROPRIATION OF FUNDS

COUNTY believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement. PROVIDER understands and agrees that the COUNTY's payment of amounts under this Agreement is contingent on the COUNTY receiving appropriations or other expenditure authority sufficient to allow the COUNTY, in the exercise of reasonable administrative discretion, to continue to make payments under this Agreement.

XV.
ENTIRE AGREEMENT

This Agreement represents the entire understanding of and between the parties and supersedes all prior representations and prior agreements between the parties. This Agreement may not be varied orally but must be amended by written document of subsequent date duly executed by these parties.

Executed by the parties on the date referenced below to be effective as of the date of the last party's execution.

WILLIAMSON COUNTY, TEXAS

_____

Bill Gravell

Williamson County Judge

Date:

PROVIDER:

Nora Maxey

Date: 01/04/2023

Commissioners Court - Regular Session **50.**

Meeting Date: 01/17/2023

Approval of Agreement for Facility Renovation and Quick Turn 360 Target System at the Sheriff's Office

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the purchase and service contract #2023114 between G2 Construction Services, Inc. and Williamson County for shooting range renovations and installation of the 360 Target System at the Sheriff's Office Training Center Shooting Range in the amount of $250,000.00, pursuant to TIPS contract #211001 and execution of the agreement. Funding Source is P574.

Background

This project is for a bullet trap and target training system at the Sheriff's Office Training Center Shooting Range located at 8160 Chandler Road, Hutto, TX 78634. The project will install a new backstop at the end of the range with cement block 55' X 15' X 15' open at one end, a new cement pad inside the new backstop and 55' X 15' X 4" 20,000 lb rubber media. The Quick Turn 360 Target System with computer and pad control enhances the live-fire training experience. The proposal is in the amount of $250,000.00. Funding Source is P574, approved for FY2023 and the department point of contact is Dwayne Gossett.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Service Contract

Proposal

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	01/12/2023 11:51 AM
County Judge Exec Asst.	Becky Pruitt	01/12/2023 11:54 AM
Form Started By: Johnny Grimaldo		Started On: 01/04/2023 09:40 AM
Final Approval Date: 01/12/2023		

CONTRACT FOR GENERAL CONSTRUCTION

PROJECT: **Sheriff's Office Training Center Bullet Trap** ("Project")

GENERAL CONTRACTOR: **G2 Construction Services, Inc.** ("GC")
Jimmy S. Gibson, Vice President
3300 Shell Road, Suite 4
Georgetown, TX 78628
TIPS 211001

ARCHITECT & ENGINEER: **Trenton Jacobs** ("A/E")
Williamson County Architect
3101 SE Inner Loop
Georgetown, TX 78626

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

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

R E C I T A L S

WHEREAS, County desires to retain a GC for the to **build new bullet trap at existing gun range** (hereinafter called the "Project");

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

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

ARTICLE 1
SCOPE OF WORK

GC has overall responsibility for and shall provide complete construction services and furnish all materials, equipment, tools and labor as necessary or reasonably inferable to complete the Work, or any phase of the Work, in accordance with the 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

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

2.1.3

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

2.2 Relationship of the Parties.

GC accepts the relationship of trust and confidence established by this Contract and shall cooperate with A/E and County and exercise GC's skill and judgment in furthering the interests of County; to furnish efficient construction administration, management services and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with County's interests.

2.3 General Conditions.

2.3.1
The term "Contractor" as used herein or in the UGCs shall mean GC.

2.3.2
The term "Owner" as used herein or in the UGCs shall mean County.

2.3.3
The term "Architect" as used herein or in the UGCs shall mean A/E.

ARTICLE 3
CONTRACT TIME

3.1
County shall provide a Notice to Proceed in which a date for commencement of the work shall be stated. GC shall achieve Substantial Completion of the Work within **One Hundred Fifty (150) 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 Hundred Fifty Thousand Dollars ($250,000)**.

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

5.3 Allowable Overhead and Profit Markup on Changes in the Work.
In case of an increase in the Contract Sum due to a change in the Work and in accordance with **UGC 7**, the amounts GC may add to the pricing of a change for overhead and profit are as follows:

5.3.1
For Work performed directly by GC with its Own Employees: GC may add up to **fifteen percent (15%)** for Work performed directly by GC for any specific change.

5.3.2
For Managing Subcontracted Work: GC may add up to **ten percent (10%)** for managing subcontracted Work for any specific change.

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

ARTICLE 6
PROJECT TEAM

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

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

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

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

G2 Construction Services, Inc.
Jimmy S. Gibson, Vice President
3300 Shell Road, Suite 4
Georgetown, TX 78628

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: G2 Construction Services, Inc.
3300 Shell Road, Suite 4
Georgetown, TX 78628

Attention: Jimmy S. Gibson
Vice President

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

ARTICLE 8
DISPUTE RESOLUTION

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

ARTICLE 9
MISCELLANEOUS PROVISIONS

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

9.2 No Waiver of Immunity.
Nothing herein shall be construed as a waiver of sovereign immunity by Williamson County.

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

9.4 Assignment.
County and GC, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Contract. GC shall not assign this Contract without the written consent of County. If GC attempts to make an assignment without County's consent, GC shall nevertheless remain legally responsible for all obligations under this Contract.

9.5 Other Provisions.

9.5.1
GC represents and warrants the following to County (in addition to any other representations and warranties contained in the Contract Documents), as an inducement to County to execute this Contract, which representations and warranties shall survive the execution and delivery of this Contract, any termination of this Contract, and the final completion of the Work:

.1 that it and its Subcontractors are financially solvent, able to pay all debts as they mature, and possessed of sufficient working capital to complete the Work and perform all obligations hereunder;

.2 that it is able to furnish the tools, materials, supplies, equipment, and labor required to complete the Work and perform its obligations hereunder;

.3 that it is authorized to do business in the State of Texas and properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over it and over the Work and the project;

.4 that its execution of this Contract and its performance thereof is within its duly authorized powers;

.5 that its duly authorized representative has visited the site of the Project, familiarized himself with the local and special conditions under which the Work is to be performed, and correlated its observations with the requirements of the Contract Documents; and

.6 that it possesses a high level of experience and expertise in the business administration, construction, construction management, and superintendence of projects of the size, complexity, and nature of this particular Project, and it will perform the Work with the care, skill, and diligence of such a contractor.

ARTICLE 10
SCOPE OF CONTRACT AND CONTRACT DOCUMENTS

10.1
This Contract represents the entire and integrated agreement between County and GC and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may be amended only by written instrument signed by both County and GC.

10.2
The following documents comprise the Contract Documents:

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

10.3

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

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

ARTICLE 11
SIGNATORY WARRANTY

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

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

GC:
G2 Construction Services, Inc.

By: _____
Signature

Jimmy S Gibson
Printed Name

Vice President
Title

Date Signed: 1/10/23

COUNTY:
Williamson County, Texas

By: _____
Signature

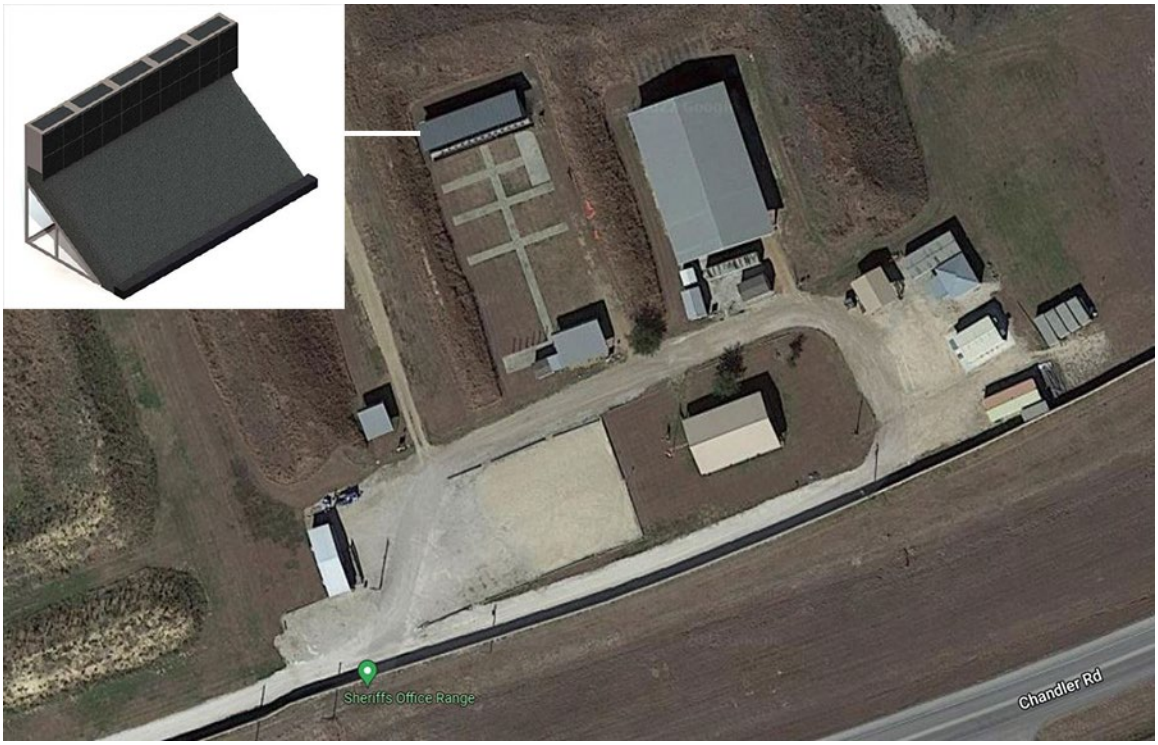
_____
Printed Name

_____
Title

Date Signed: _____

EXHIBIT A

CONSTRUCTION DOCUMENTS



Scope of Work:
Build new backstop with cement block 55’ X 15’ X 15 open at one end. New cement pad inside of new backstop reinforced 4” thick with wire mesh 55’ X 15’ X 4”. 20,000 lb 5/8” to 7/8” rubber media. Quick turn 360 target system with computer and pad control. All shipping and equipment are included.

To include all material and labor necessary to complete the scope as per these details above.

EXHIBIT B

MINIMUM INSURANCE COVERAGES AND MINIMUM COVERAGE AMOUNTS

1. All policies of insurance provided by Contractor must comply with the requirements of this Exhibit, the Contract Documents, and the laws of the State of Texas.

2. Contractor shall provide and maintain, until the Work covered in the Contract is completed and accepted by County, the minimum insurance coverages in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A. M. Best Company, or otherwise acceptable to County.

TYPE OF COVERAGE	LIMITS OF LIABILITY
Worker's Compensation	Statutory
Employer's Liability	
Bodily Injury by Accident	**$ 1,000,000** per Accident
Bodily Injury by Disease	**$ 1,000,000** per Employee
	$ 1,000,000 aggregate Policy Limit

Comprehensive General Liability
(including completed operations and contractual liability insurance for bodily injury, death, or property damages)

Comprehensive General Liability	**$ 1,000,000** per Occurrence
	$ 2,000,000 aggregate Policy Limit

Comprehensive Automobile and Auto Liability Insurance
(covering owned, hired, leased, and non-owned vehicles)

Bodily injury (including death)	**$ 1,000,000** per Person **$ 1,000,000** per Occurrence
Property Damage	**$ 1,000,000** per Person **$ 1,000,000** per Occurrence
	No aggregate Policy Limit

Builder's Risk Insurance (all risks)
An all risk policy, in the amount equal at all times to **100% of the Contract Sum**. The policy shall include coverage for loss or damage caused by certified acts of terrorism as defined in the Terrorism Risk Insurance Act. The policy shall be issued in the name of Contractor and shall name its Subcontractors as additional insureds. County shall be named as a loss payee on the policy. The builders risk policy shall have endorsements as follow:

A. This insurance shall be specific as to coverage and not considered as contributing insurance with any permanent insurance maintained on the present premises. If off-site storage is permitted, coverage shall include transit and storage in an amount sufficient to protect property being transported or stored.

Flood insurance
(when specified in Supplementary General Conditions or Special Conditions.

Umbrella Coverage **$ 1,000,000**

Workers' Compensation Insurance

A. Definitions:

Certificate of coverage ("Certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the Project.

Duration of the Project - includes the time from the beginning of the work on the Project until the Contractor's/person's work on the Project has been completed and accepted by County.

Coverage - Workers' compensation insurance meeting the statutory requirements of the Texas Labor Code, §401.011(44).

Persons providing services on the Project ("Subcontractor") - includes all persons or entities performing all or part of the services Contractor has undertaken to perform on the Project, regardless of whether that person contracted directly with Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the Project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the Project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

B. Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, §401.011(44) for all employees of Contractor providing services on the Project, for the duration of the Project.

C. Contractor must provide a certificate of coverage prior to execution of the Contract, and in no event later than **ten (10) calendar days** from Notice of Award. Failure to provide the insurance in a timely fashion may result in loss of Contractor's bid bond.

D. If the coverage period shown on Contractor's current certificate of coverage ends during the duration of the Project, Contractor must, prior to the end of the coverage period, file a new certificate of coverage with County showing that coverage has been extended.

E. Contractor shall obtain from each person providing services on a project, and provide to County:

(1) a certificate of coverage, prior to that person beginning work on the Project, so County will have on file certificates of coverage showing coverage for all persons providing services on the Project; and

(2) no later than **seven (7) calendar days** after receipt by Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project.

F. Contractor shall retain all required certificates of coverage for the duration of the Project and for **one (1) year** thereafter.

G. Contractor shall notify County in writing by certified mail or personal delivery, within **ten (10) calendar days** after Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project.

H. Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the Project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

I. Contractor shall contractually require each person with who it contracts to provide services on a project, to:

(1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas labor Code, Section 401.011(44) for all of its employees providing services on the Project, for the duration of the Project;

(2) provide to Contractor, prior to that person beginning work on the Project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the Project, for the duration of the Project;

(3) provide Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;

(4) obtain from each other person with whom it contracts, and provide to Contractor:

a. a certificate of coverage, prior to the other person beginning work on the Project; and

b. a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;

(5) retain all required certificate of coverage on file for the duration of the Project and for **one (1) year** thereafter;

(6) notify County in writing by certified mail or personal delivery, within **ten (10) calendar days** after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project; and

(7) contractually require each person with whom it contracts, to perform as required by **Paragraphs (1)-(7)**, with the certificates of coverage to be provided to the person for whom they are providing services.

J. By signing the Contract or providing or causing to be provided a certificate of coverage, Contractor is representing to County that all employees of Contractor who will provide services on the Project will be covered by workers' compensation coverage for the duration of the Project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

K. Contractor's failure to comply with any of these provisions is a breach of contract by Contractor which entitles County to declare the Contract void if Contractor does not remedy the breach within **ten (10) calendar days** after receipt of notice of breach from County.

3. If insurance policies are not written for the amounts specified in this section, Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of primary coverage.

4. The furnishing of the above listed insurance coverage, as may be modified by the Contract Documents, must be tendered prior to execution of the Contract, and in no event later than **ten (10) calendar days** from Notice of Award. Failure to provide the insurance in a timely fashion may result in loss of Contractor's bid bond.

5. County shall be entitled, upon request and without expense, to receive copies of the policies and all endorsements as they apply to the limits set out in this section.

6. Contractor shall be responsible for payment of premiums for all of the insurance coverages required under this section. Contractor further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which Contractor is responsible hereunder, Contractor shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over **seventy-five thousand dollars ($ 75,000)** in Contractor's insurance must be declared and approved in writing by County in advance.

EXHIBIT C

WILLIAMSON COUNTY VENDOR REIMBURSEMENT POLICY

The purpose of this Williamson County Vendor Reimbursement Policy ("Policy") is to provide clear guidelines to vendors on Williamson County's expectations and requirements regarding allowable reimbursable expenditures and required backup. The Policy will also minimize conflicts related to invoice payments and define non-reimbursable items. This Policy is considered a guideline and is not a contract.

This Policy may be altered, deleted, or amended at any time and without prior notice to vendors, by action of the Williamson County Commissioners Court. Unenforceable provisions of this Policy, as imposed by applicable law, regulations, or judicial decisions, shall be deemed to be deleted. Any revisions to this Policy will be distributed to all current vendors doing business with County.

1. Invoices and Affidavits

1.1 Invoices must adequately describe the goods or services provided to County and include all required backup (i.e. reimbursable expenses, mileage log, timesheets, receipts detailing expenses incurred etc.) that is in a form acceptable to the Williamson County Auditor. Invoices that do not adequately describe the goods or services provided to County or contain backup that is not satisfactory to the Williamson County Auditor will be returned to vendor for revisions and the provision above relating to invoice errors resolved in favor of County shall control as to the required actions of vendor and when such invoice must be paid by County.

1.2 In the event an invoice includes charges based upon hourly billing rates for services or any other rates based upon the amount of time worked by an individual or individuals in performing services, whether the charges are being billed directly to County or whether they are the basis of invoices from subcontractors for which the vendor seeks reimbursement from County, the charges shall be accompanied by an affidavit signed by an officer or principal of the vendor certifying that the work was performed, it was authorized by County and that all information contained in the invoice that is being submitted is true and correct.

1.3 Upon County's request, vendor must submit all bills paid affidavits wherein vendor must swear and affirm that vendor has paid each of its subcontractors, laborers, suppliers and material in full for all labor and materials provided to vendor for or in connection with services and work performed for County and, further, vendor must swear and affirm that vendor is not aware of any unpaid bills, claims, demands, or causes of action by any of its subcontractors, laborers, suppliers, or material for or in connection with the furnishing of labor or materials, or both, for services and work performed for County.

2. Travel Reimbursement

2.1 County will only cover costs associated with travel on vendors outside a **fifty (50)-mile radius** from Williamson County, Texas.

2.2 County will only cover costs associated with travel as documented work for County. If a vendor is also doing business for another client, the travel costs must be split in proportion to the amount of work actually performed for County and the other client. The only allowable travel expense will be for the specific days worked for Williamson County.

2.3 No advance payments will be made to vendor for travel expenditures. The travel expenditure may only be reimbursed after the expenditure/trip has already occurred and vendor has provided the Williamson County Auditor with all necessary and required backup.

2.4 Vendors must submit all travel reimbursement requests on each employee in full. Specifically, a travel reimbursement request must include all related travel reimbursement expenses relating to a particular trip for which vendor seeks reimbursement. Partial travel reimbursement requests will not be accepted (i.e. vendor shall not submit hotel and mileage one month then the next month submit rental car and airfare). If the travel reimbursement appears incomplete, the invoice will be sent back to the vendor to be submitted when all information is ready to submit in full.

2.5 Reimbursement for transportation costs will be at the most reasonable means of transportation (i.e.: airline costs will be reimbursed for coach rate, rental car costs will only be reimbursed if rental car travel was most reasonable means of travel as compared to travel by air).

2.6 County will not be responsible for, nor will County reimburse additional charges due to personal preference or personal convenience of individual traveling.

2.7 County will not reimburse airfare costs if airfare costs were higher than costs of mileage reimbursement.

2.8 Additional expenses associated with travel that is extended to save costs (i.e. Saturday night stay) may be reimbursed if costs of airfare would be less than the cost of additional expenses (lodging, meals, car rental, mileage) if the trip had not been extended. Documentation satisfactory to the Williamson County Auditor will be required to justify expenditure.

2.9 County will only reimburse travel expense to necessary personnel of the vendor (i.e. no spouse, friends, or family members).

2.10 Except as otherwise set forth herein, a vendor must provide a paid receipt for all expenses. If a receipt cannot be obtained, a written sworn statement of the expense from the vendor may be substituted for the receipt.

2.11 Sales tax for meals and hotel stays are the only sales taxes that will be reimbursed. Sales tax on goods purchased will not be reimbursed. A sales tax exemption form is available from the Williamson County Auditor's Office upon request.

2.12 County will not pay for any late charges on reimbursable items. It is the responsibility of the vendor to pay the invoice first and seek reimbursement from County.

3. Meals

3.1 Meal reimbursements are limited to a maximum of **fifty ($50) per day** on overnight travel. On day travel (travel that does not require an overnight stay), meal reimbursements are limited to a maximum of **twenty ($20) per day**. The travel must be outside the Williamson County, Texas line by a **fifty (50)-mile radius**.

3.2 Receipts are required on meal reimbursement amounts up to the maximum per day amount stated for overnight or day travel. If receipts are not presented, the vendor can request per diem (per diem limits refer to **3.2**). However, a vendor cannot combine per diem and meal receipts. Only one method shall be allowed.

3.3 Meals are reimbursable only for vendors who do not have the necessary personnel located within a **fifty (50)-mile radius** of Williamson County, Texas that are capable of carrying the vendor's obligations to County. Meals will not be reimbursed to vendors who are located within a **fifty (50)-mile radius** of Williamson County, Texas.

3.4 County will not reimburse for alcoholic beverages.

3.5 Tips are reimbursable but must be reasonable to limitation of meal allowance

3.6 No meals purchased for entertainment purposes will be allowed.

3.7 Meal reimbursement must be substantiated with a hotel receipt.

4. Lodging

4.1 Hotel accommodations require an itemized hotel folio as a receipt. The lodging receipt shall include name of the motel/hotel, number of occupant(s), goods or services for each individual charge (room rental, food, tax, etc.) and the name of the occupant(s). Credit card receipts or any other form of receipt are not acceptable.

4.2 Vendors will be reimbursed for a single room rate charge plus any applicable tax. If a single room is not available, the vendor must provide documentation to prove that a single room was not available in order to justify the expense over and above the single room rate. A vendor may also be required to provide additional documentation if a particular room rate appears to be excessive.

4.3 Personal telephone charges, whether local or long distance, will not be reimbursed.

5. Airfare

5.1 County will only reimburse up to a coach price fare for air travel.

5.2 County will exclude any additional charges due to personal preference or personal convenience of the individual traveling (i.e. early bird check in, seat preference charges, airline upgrades, etc. will not be an allowable reimbursement)

5.3 Air travel expenses must be supported with receipt copy of an airline ticket or an itinerary with actual ticket price paid. If tickets are purchased through a website, vendor must submit a copy of the webpage showing the ticket price if no paper ticket was issued.

5.4 Cancellation and/or change flight fees may be reimbursed by County but vendor must provide the Williamson County Auditor with documentation in writing from a County department head providing authorization for the change.

5.5 County will not reimburse vendor for tickets purchased with frequent flyer miles.

6. Car Rental

6.1 Vendors that must travel may rent a car at their destination when it is less expensive than other transportation such as taxis, airport shuttles or public transportation such as buses or subways.

6.2 Cars rented must be economy or mid-size. Luxury vehicle rentals will not be reimbursed. Any rental costs over and above the cost of a mid-size rental will be adjusted.

6.3 Vendors will be reimbursed for rental cars if the rental car cost would have been less than the mileage reimbursement cost (based on the distance from vendor's point of origin to Williamson County, Texas) had the vendor driven vendor's car.

6.4 Vendors must return a car rental with appropriate fuel levels as required by rental agreement to avoid the car rental company from adding fuel charges.

6.5 Rental agreement and credit card receipt must be provided to County as back up for the request for reimbursement.

6.6 Insurance purchased when renting vehicle may also be reimbursed.

6.7 Car Rental optional extras such as GPS, roadside assistance, and administrative fees on Tolls will not be reimbursed.

7. Personal Car Usage

7.1 Personal vehicle usage will be reimbursed in an amount equal to the standard mileage rate allowed by the IRS.

7.2 Per code of Federal Regulations, Title 26, Subtitle A, Chapter 1, Subchapter B, Part IX, Section 274(d), all expense reimbursement requests must include the following:

7.2.1 Date

7.2.2 Destination

7.2.3 Purpose

7.2.4 Name of traveler(s)

7.2.5 Correspondence that verifies business purpose of the expense

7.3 The mileage for a personal vehicle must document the date, location of travel to/from, number of miles traveled and purpose of trip.

7.4 Mileage will be reimbursed on the basis of the most commonly used route.

7.5 Reimbursement for mileage shall not exceed the cost of a round trip coach airfare.

7.6 Reimbursement for mileage shall be prohibited between place of residence and usual place of work.

7.7 Mileage shall be calculated from employee's regular place of work or their residence, whichever is the shorter distance when traveling to a meeting or traveling to Williamson County, Texas for vendors who are located outside of Williamson County, Texas by at least a **fifty (50)-mile radius**.

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

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

7.10 Parking fees, if reasonable are reimbursable for meetings and hotel stays. For vendors who contract with a third party for visitor parking at vendor's place of business, Williamson County will not reimburse a vendor based on a percentage of its contracted visitor parking fees. Rather, Williamson County will reimburse Vendor for visitor parking on an individual basis for each time a visitor uses Vendor's visitor parking. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement.

7.11 Operating and maintenance expenses as well as other personal expenses, such as parking tickets, traffic violations, and car repairs and collision damage are not reimbursable.

8. Other Expenses

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

9. Repayment of Non-reimbursable Expenses

Vendors must, upon demand, immediately repay County for all inappropriately reimbursed expenses whenever an audit or subsequent review of any expense reimbursement documentation finds that such expense was reimbursed contrary to these guidelines and this Policy. Williamson County reserves the right to retain any amounts that are due or that become due to a vendor in order to collect any inappropriately reimbursed expenses that a vendor was paid.

10. Non-Reimbursable Expenses

In addition to the non-reimbursable items set forth above in this Policy, the following is a non-exhaustive list of expenses that will not be reimbursed by Williamson County:

10.1 Alcoholic beverages/tobacco products

10.2 Personal phone calls

10.3 Laundry service

10.4 Valet service (excludes hotel valet)

10.5 Movie rentals

10.6 Damage to personal items

10.7 Flowers/plants

10.8 Greeting cards

10.9 Fines and/or penalties

10.10 Entertainment, personal clothing, personal sundries, and service

10.11 Transportation/mileage to places of entertainment or similar personal activities

10.12 Upgrades to airfare, hotel and/or car rental

10.13 Airport parking above the most affordable rate available

10.14 Excessive weight baggage fees or cost associated with more than two airline bags

10.15 Auto repairs

10.16 Babysitter fees, kennel costs, pet, or house-sitting fees

10.17 Saunas, massages, or exercise facilities

10.18 Credit card delinquency fees or service fees

10.19 Doctor bills, prescription and other medical services

10.20 Hand tools

10.21 Safety Equipment (hard hats, safety vests, etc.)

10.22 Office Supplies

10.23 Lifetime memberships to any association

10.24 Donations to other entities

10.25 Any items that could be construed as campaigning

10.26 Community outreach items exceeding $2 per item

10.27 Technology Fees

10.28 Sales tax on goods purchased

Any other expenses which Williamson County deems, in its sole discretion, to be inappropriate or unnecessary expenditures.

EXHIBIT D

UNIFORM GENERAL CONDITIONS

TABLE OF ARTICLES

1 GENERAL PROVISIONS
2 OWNER
3 CONTRACTOR
4 ARCHITECT
5 SUBCONTRACTORS
6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
7 CHANGES IN THE WORK
8 TIME
9 PAYMENTS AND COMPLETION
10 PROTECTION OF PERSONS AND PROPERTY
11 INSURANCE AND BONDS
12 UNCOVERING AND CORRECTION OF WORK
13 MISCELLANEOUS PROVISIONS
14 TERMINATION OR SUSPENSION OF THE CONTRACT
15 CLAIMS AND DISPUTES

ARTICLE 1
GENERAL PROVISIONS

1.1 BASIC DEFINITIONS

1.1.1 CONTRACT DOCUMENTS

Contract Documents are enumerated in the Contract between the Owner and Contractor (hereinafter the Contract) and consist of the Contract, Conditions of the Contract as revised, Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Contract and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Owner or the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding requirements.

1.1.2 CONTRACT

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants or (4) between any persons or entities other than the Owner and the Contractor.

1.1.3 WORK

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

1.1.4 THE PROJECT

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by separate contractors.

1.1.5 THE DRAWINGS

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

1.1.6 THE SPECIFICATIONS

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

1.1.7 INSTRUMENTS OF SERVICE

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

1.1.8 KNOWLEDGE

The terms "knowledge," "recognize," and "discover," their respective derivatives, and similar terms in the Contract Documents, as used in reference to the Contractor, shall be interpreted to mean that which the Contractor knows (or should know), recognizes (or should recognize), and discovers (or should discover) in exercising the care, skill, and diligence required by the Contract Documents. Analogously, the expression "reasonably inferable" and similar terms in the Contract Documents shall be interpreted to mean reasonably inferable by a contractor familiar with the Project and exercising the care, skill, and diligence required of the Contractor by the Contract Documents.

1.1.9 PRODUCT

Materials, systems, and equipment incorporated or to be incorporated in the Work.

1.1.10 PROVIDE

Furnish and install and shall include, without limitation, labor, materials, equipment, transportation, services, and other items required to complete the referenced tasks.

1.1.11 FURNISH

Pay for, deliver (or receive), unload, inspect, and store products, materials, equipment, and accessories as specified while retaining care, custody and control until received for installation based on a signed receipt.

1.1.12 INSTALL

Receive, unload, inspect, and store as specified while retaining care, custody and control; set or place in position, make required connections; and adjust and test as specified in the Contract Documents for satisfactory performance and operation.

1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

1.2.1

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary,

and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the intended results. In the event of inconsistencies within or between parts of the Contract Documents, or between the Contract Documents and applicable standards, codes, and ordinances, the Contractor shall (i) provide the better quality or greater quantity of Work or (ii) comply with the more stringent requirement; either or both in accordance with the Owner or the Architect's interpretation. The terms and conditions of this **Paragraph 1.2.1**, however, shall not relieve the Contractor of any of the obligations set forth in the Contract Documents.

1.2.2

Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

1.2.3

Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

.1 Whenever a product is specified in accordance with a Federal Specification, an ASTM Standard, an American National Standards Institute Specification, or other Association Standard, the Contractor, if required by the Specifications or if requested by the Owner, shall present evidence from the manufacture, certifying the product complies with the particular Standard or Specification. When required by the Contract Documents, supporting data shall be submitted to substantiate compliance.

.2 Whenever a product is specified or shown by describing proprietary items, model numbers, catalog numbers, manufacturer, trade names, or similar reference, no substitutions may be made unless accepted in strict accordance with the Substitution requirements stated in the Specifications or, if no Substitution requirements are stated in the Specifications, in accordance with the requirements stated elsewhere in the Contract Documents. Where two or more products are shown or specified, the Contractor has the option to use either of those shown or specified.

1.3 CAPITALIZATION

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Architects.

1.4 INTERPRETATION

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article

is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

1.5 USE OF DRAWINGS AND OTHER INSTRUMENTS OF SERVICE

1.5.1

The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights, including copyrights, except as provided in the Owner-Architect Agreement. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

1.5.2

The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.

1.6 TRANSMISSION OF DATA IN DIGITAL FORM

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall establish the necessary protocols governing such transmissions in writing, unless otherwise already provided in the Agreement or the Contract Documents.

ARTICLE 2
OWNER

2.1 GENERAL

The Owner means Williamson County acting through any duly authorized representative as provided in the Contract, and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization ("Owner's Designated Representative"). The term "Owner" means the Owner or the Owner's authorized representative.

2.2 OWNER

2.2.1 Appropriation of Funds by Owner

Owner believes it has sufficient funds currently available and authorized for expenditure to finance the costs of the Agreement between Owner and Contractor. Contractor understands and agrees that the Owner's payment of amounts under the Agreement between Owner and Contractor is contingent on the Owner receiving appropriations or other expenditure authority sufficient to allow the Owner, in the exercise of reasonable administrative discretion, to continue to make payments under the Agreement.

2.2.2

Unless specifically stated otherwise in the Contract Documents, Contractor shall secure and pay for necessary permits, approvals, assessments, and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

2.2.3

The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. Except for surveys or grade information, the Contractor shall compare the information furnished by the Owner, including, but not limited to, soil tests, with visibly observable physical conditions and the Contract Documents and, on the basis of such review, promptly report to the Owner and the Architect any known conflicts, errors or omissions. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

2.2.4

The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

2.2.5

Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions.

2.3 OWNER'S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by **Section 12.2** or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a **ten (10)-calendar day** period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

2.5 EXTENT OF OWNER RIGHTS

2.5.1

The rights stated in this **Article 2** and elsewhere in the Contract Documents are cumulative and not in limitation of any rights of the Owner (1) granted in the Contract Documents, (2) at law, or (3) in equity.

2.5.2

In no event shall the Owner have control over, charge of, or any responsibility for construction means, methods, techniques, sequences, or procedures or for safety precautions and programs in connection with the Work, notwithstanding any of the rights and authority granted the Owner in the Contract Documents.

2.6 OWNER'S RIGHT TO RECORDS

2.6.1

The Contractor's records, which shall include but not be limited to accounting records, written policies and procedures, subcontractor files (including proposals of successful bidders), original estimates, estimating work sheets, correspondence, schedules, change order files (including documentation covering negotiated settlements), and any other supporting evidence necessary to substantiate charges related to this contract (all foregoing hereinafter referred to as "records") and shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by Owner's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the Contractor or any of his payees. Such records subject to examination shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Contract.

2.6.2
For the purpose of such audits, inspections, examinations and evaluations, the Owner's agent, or authorized representatives shall have access to said records from the effective date of this Contract for the duration of Work and until **three (3) years** (or longer if required by law) after the date of final payment by Owner to Contractor.

2.6.3
Owner's agent or its authorized representative shall have access during normal business hours to the Contractor's facilities, shall have access to all necessary records and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this **Section 2.6**. Owner's agent or authorized representative shall give auditees reasonable advance notice of intended audits.

2.6.4
Contractor shall require all subcontractors, insurance agents, and material suppliers (payees) with cost plus contracts, if permitted, and not fixed price contracts to comply with the provisions of this **Article 2** by insertion of the requirements hereof in a written contract agreement between Contractor and payee. Failure to obtain such written contracts which include such provisions shall be reason to exclude some or all of the related payee's costs from amounts payable to the Contractor pursuant to this contract.

ARTICLE 3
CONTRACTOR

3.1 GENERAL

3.1.1
The Contractor is the person or entity identified as such in the Contract and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under the Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative, and if these General Conditions are used in conjunction with the Contract between Owner and Construction Manager-At-Risk, the term "Contractor" shall mean the Construction Manager.

3.1.2
The Contractor shall perform the Work in strict accordance with the Contract Documents.

3.1.3
The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's

administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

3.2.1

Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents. Prior to execution of the Contract, the Contractor and each Subcontractor shall have evaluated and satisfied themselves as to the observable conditions and limitations under which the Work is to be performed, including, without limitation, (i) the location, condition, layout, and nature of the Project site and surrounding areas, (ii) generally prevailing climatic conditions, (iii) anticipated labor supply and costs, (iv) availability and cost of materials, tools, and equipment, and (v) other similar issues. The Owner assumes no responsibility or liability for the physical condition or safety of the Project site or any improvements located on the Project site. Except as set forth in **Section 10.3**, the Contractor and its Subcontractors shall be responsible for providing a safe place for the performance of the Work. The Owner shall not be required to make any adjustment in either the Contract Sum or the Contract Time in connection with any failure by the Contractor or any Subcontractor to have complied with the requirements of **this Section 3.2**.

3.2.2

Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to **Paragraph 2.2.3**, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Owner and Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that reasonably may be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to Owner. The Contractor shall verify the accuracy of elevations, dimensions, locations, and field measurements. In all cases of the interconnection of its Work with existing or other Work, the Contractor shall verify at the site all dimensions relating to such existing or other Work.

.1 All of Contractor's and Subcontractors' work shall conform to the Contract Documents. Contractor shall be responsible for the details of the Work necessary to carry out the intent of the drawings and specifications, or which are customarily performed. When more detailed information is required for performance of the Work or when an interpretation of the Contract Documents is requested, the Contractor shall submit a written request for information to the Architect or Owner (as required), and the Owner or Architect shall furnish such information or interpretation. Where only part of the Work is indicated, similar parts shall be considered repetitive. Where any detail is shown and components thereof are fully described, similar details not fully described shall be considered to incorporate the fully described details and components.

.2 The Contractor has had an opportunity to examine, and has carefully examined, all of the Contract Documents and Project site, and has fully acquainted itself with the scope of work, design, availability of materials, existing facilities, access, general topography, soil structure, subsurface conditions, obstructions, and all other conditions pertaining to the Work, the site of the Work, and its surrounding; that it has made necessary investigations to a full understanding of the difficulties which may be encountered in performing the Work; and that anything in any Contract Documents, or in any representations, statements, or information made or furnished by Owner or its representatives notwithstanding, Contractor will complete the Work for the compensation stated in the Contract. In addition thereto, Contractor represents that it is fully qualified to do the Work in accordance with the terms of the Contract in the time specified.

3.2.3

The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Owner and the Architect any nonconformity discovered by or made known to the Contractor as a request for information.

3.2.4

If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to **Paragraphs 3.2.2 or 3.2.3** above, the Contractor shall make Claims as provided in **Article 15**.

3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

3.3.1

The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. Subcontractors are responsible for directing their forces on their portions of the Work. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor and Subcontractors shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any loss or damage arising solely from those Owner-required means, methods, techniques, sequences or procedures.

3.3.2

The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

3.3.3

The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

3.3.4

Inspection of the progress, quantity, or quality of the Work done by the Owner, any Owner's representative, any governmental agency, or the Architect, or any inspector, shall not relieve the Contractor of any responsibility for the compliance of the Work with the Contract Documents. The Owner or its approved representative (heretofore referred to as Owner's representative) shall have access to the worksite and all Work. No supervision or inspection by the Owner's representative, nor the authority to act nor any other actions taken by the Owner's representative shall relieve the Contractor of any of its obligations under the Contract Documents nor give rise to any duty on the part of the Owner.

3.4 LABOR AND MATERIALS

3.4.1

Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

.1 Duty to Pay Prevailing Wage Rates. The Contractor shall pay not less than the wage scale of the various classes of labor as shown on the "Prevailing Wage Schedule" provided by the Owner. The specified wage rates are minimum rates only, and are not representations that qualified labor adequate to perform the Work is available locally at the prevailing wage rates. The Owner is not bound to pay—and will not consider—any claims for additional compensation made by any Contractor because the Contractor pays wages in excess of the applicable minimum rate contained in the Contract Documents. The "Prevailing Wage Schedule" is not a representation that quantities of qualified labor adequate to perform the Work may be found locally at the specified wage rates.

a) For classifications not shown, workers shall not be paid less than the wage indicated for Laborers. The Contractor shall notify each worker commencing work on the Project the worker's job classification and the established minimum wage rate required to be paid, as well as the actual amount being paid. The notice must be delivered to and signed in acknowledgement of receipt by the employee and must list both the monetary wages and fringe benefits to be paid or furnished for each classification in which the worker is assigned duties. When requested by Owner, competent evidence of compliance with the Texas Prevailing Wage Law shall be furnished by Contractor.

b) A copy of each worker wage rate notification shall be submitted to the Owner with the Application for Payment for the period during which the worker began on-site activities.

.2 Prevailing Wage Schedule. The "Prevailing Wage Schedule" shall be determined by the Owner in compliance with **Texas Government Code, Chapter 2258**. Should the Contractor at any time become aware that a particular skill or trade not reflected on the Owner's Prevailing Wage Schedule will be or is being employed in the Work, whether by the Contractor or by a subcontractor, the Contractor shall promptly inform the Owner and shall specify a wage rate for that skill or trade, which shall bind the Contractor.

.3 Penalty for Violation. The Contractor and any Subcontractor shall pay to the Owner a penalty of **sixty dollars ($60.00)** for each worker employed for each calendar day, or portion thereof, that the worker is paid less than the wage rates stipulated in the Prevailing Wage Schedule or any supplement thereto pursuant to **Paragraph 3.4.1.2** above. The Contractor and each Subcontractor shall keep, or cause to be kept, an accurate record showing the names and occupations of all workers employed in connection with the Work, and showing the actual per diem wages paid to each worker, which records shall be open at all reasonable hours for the inspection by the Owner.

.4 Complaints of Violations of Prevailing Wage Rates. Within **thirty-one (31) days** of receipt of information concerning a violation of **Texas Government Code, Chapter 2258**, the Owner shall make an initial determination as to whether good cause exists to believe a violation occurred. The Owner's decision on the initial determination shall be reduced to writing and sent to the Contractor or Subcontractor against whom the violation was alleged, and to the affected worker. When a good cause finding is made, the Owner shall retain the full amounts claimed by the claimant or claimants as the difference between wages paid and wages due under the Prevailing Wage Schedule and any supplements thereto, together with the applicable penalties, such amounts being subtracted from successive progress payments pending a final decision on the violation.

.5 Arbitration Required if Violation not Resolved. After the Owner makes its initial determination, the affected Contractor or Subcontractor and worker have **fourteen (14) days** in which to resolve the issue of whether a violation occurred, including the amount that should be retained by Owner or paid to the affected worker. If the Contractor or Subcontractor and affected worker reach an agreement concerning the worker's claim, the Contractor shall promptly notify the Owner in a written document signed by the worker. It the Contractor or Subcontractor and affected worker do not agree before the **fifteenth (15th) day** after the Owner's determination, the Contractor or Subcontractor and affected worker must participate in binding arbitration in accordance with the **Texas General Arbitration Act, Chapter 171, Tex. Civ. Prac. & Rem. Code**. The parties to the arbitration have **ten (10) days** after the expiration of the **fifteen (15) days** referred to above, to agree on an arbitrator; if by the **eleventh (11th) day** there is no agreement to an arbitrator, a district court shall appoint an arbitrator on the petition of any of the parties to the arbitration.

.6 Arbitration Award. If an arbitrator determines that a violation has occurred, the arbitrator shall assess and award against the Contractor or Subcontractor the amount of penalty as provided in this **Section 3.4** and the amount owed the worker. The Owner may use any amounts retained hereunder to pay the worker the amount as designated in the arbitration award. If the Owner has not retained enough from the Contractor or Subcontractor to pay the worker in accordance with the arbitration

award, the worker has a right of action against the Contractor and Subcontractor as appropriate, and the surety of either to receive the amount owed, attorneys' fees and court costs. The Contractor shall promptly furnish a copy of the arbitration award to the Owner.

.7 Prevailing Wage Retainage. Money retained pursuant to this **Section 3.4** shall be used to pay the claimant or claimants the difference between the amount the worker received in wages for labor on the Project at the rate paid by the Contractor or Subcontractor and the amount the worker would have received at the general prevailing wage rate as provided by the agreement of the claimant and the Contractor or Subcontractor affected, or in the arbitrator's award. The full statutory penalty of **sixty dollars ($60.00) per day** of violation per worker shall be retained by the Owner to offset its administrative costs, pursuant to **Texas Government Code, §2258.023**. Any retained funds in excess of these amounts shall be paid to the Contractor on the earlier of the next progress payment or final payment. Provided, however, that the Owner shall have no duty to release any funds to either the claimant or the Contractor until it has received the notices of agreement or the arbitration award as provided under **Paragraphs 3.4.2 and 3.4.3**.

.8 No Extension of Time. If the Owner determines that good cause exists to believe a violation has occurred, the Contractor shall not be entitled to an extension of time for any delay arising directly or indirectly from of the procedures set forth in this **Section 3.4**.

3.4.2

Except in the case of minor changes in the Work authorized by the Owner or Architect in accordance with **Paragraphs 3.12.8 or Section 7.4**, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive. If the Contractor desires to submit an alternate product or method in lieu of what has been specified or shown in the Contract Documents, the Contractor shall comply with the Substitution requirements listed in the Specifications, or if there are no Substitution requirements listed in the Specifications, then the following provisions apply:

.1 The Contractor must submit to the Architect and the Owner (1) a full explanation of the proposed substitution and submittal of all supporting data, including technical information, catalog cuts, warranties, test results, installation instructions, operating procedures, and other like information necessary for a complete evaluation of the substitution; (2) the adjustment, if any, in the Contract Sum, in the event the substitution is acceptable; (3) the adjustment, if any, in the time of completion of the Contract and the construction schedule in the event the substitution is acceptable; and (4) a statement indicating Contractor accepts the warranty and correction obligations in connection with the proposed substitution as if originally specified by the Architect.

Proposals for substitutions shall be to the Architect in sufficient time to allow the Architect no less than **ten (10) working days** for review. No substitutions will be considered or allowed without the Contractor's submittal of complete substantiating data and information as stated hereinbefore.

3.4.3
The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

3.4.4
The Contractor shall only employ or use labor in connection with the Work capable of working harmoniously with all trades, crafts, and any other individuals associated with the Project.

3.4.5.
In case the progress of the Work is affected by any undue delay in furnishing or installing any items or materials or equipment required under the Contract Documents because of such conflict involving any such labor agreement or regulation, the Owner may require that other material or equipment of equal kind and quality be provided pursuant to a Change Order or Construction Change Directive.

3.5 WARRANTY

3.5.1
The Contractor warrants to the Owner: (1) that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise; (2) that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit; (3) that the Work will be done strictly in accordance with the Contract Documents; (4) that all products are installed per the manufacturer's instructions, and in such a way that the manufacturer's warranties are preserved, including the use of a manufacturer-certified installer, if required by the manufacturer; (5) and that the Work, when finally completed, will provide a complete Project that meets the intent of the Contract Documents.

The Contractor represents and warrants to the Owner that its materials and workmanship, including without limitation, construction means, methods, procedures and techniques necessary to perform the Work, use of materials, selection of equipment and requirements of product manufacturers are and shall be consistent with: (1) good and sound practices within the construction industry; (2) generally prevailing and accepted industry standards applicable to the Work; (3) requirements of any warranties applicable to the Work subject to **Paragraph 3.2.3**. Work, materials, or equipment not conforming to these requirements shall

be considered defective, and promptly after written notification of non-conformance shall be repaired or replaced by Contractor with Work conforming to this warranty. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Owner or Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

.1 Contractor further warrants that all materials or equipment of a category or classification will be a product of the same manufacturer and such materials or equipment shall be of the same lot, batch or type and that such materials and equipment will be as specified.

3.5.2

The Contractor agrees to assign to the Owner at the time of final completion of the Work any and all manufacturer's warranties relating to materials and labor used in the Work and further agrees to perform the Work in such manner so as to preserve any and all such manufacturer's warranties.

3.6 TAXES

State Sales and Use Taxes. Sales, use or similar taxes imposed by a governmental authority that are related to the Work and for which the Contractor is liable; provided, however, Owner is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code Ann. 151.309, as amended, and the services and materials subject of the Contract are being secured for use by Owner. Exemption certificates will be provided to Contractor upon request. As a precondition to the Owner reimbursing Contractor for allowable sales and use taxes, Contractor must, on its own, first attempt to use such tax exemption certificates in order to assert the exemption. In the event Contractor's efforts to use the tax exemption certificate is unsuccessful and provided that under the laws of the State of Texas an exemption from sales and use taxes is allowed. Owner will reimburse Contractor for such sales and use taxes upon Contractor providing sufficient and satisfactory documentation to the Williamson County Auditor.

3.7 PERMITS, FEES, NOTICES, AND COMPLIANCE WITH LAWS

3.7.1

Unless otherwise provided, the Contractor shall secure, pay for, and, as soon as practicable, furnish the Owner with copies or certificates of all permits and fees, licenses, and inspections necessary for the proper execution and completion of the Work, including, without limitation, all building permits. All connection charges, assessments, or inspection fees as may be imposed by any municipal agency or utility company are included in the Contract Sum and shall be the Contractor's responsibility.

3.7.2
The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

3.7.3
If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction and damages resulting therefrom.

3.7.4 Concealed or Unknown Conditions
If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than **twenty-one (21) calendar days** after first observance of the conditions. The Owner will promptly investigate such conditions and, if the Owner determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will authorize an equitable adjustment in the Contract Sum or Contract Time, or both. If the Owner determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Owner shall promptly notify the Contractor in writing, stating the reasons. If the Contractor disputes the Owner's determination, the Contractor party may assert a Claim as provided in **Article 15**.

3.7.5
If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in **Article 15**.

3.8 ALLOWANCES

3.8.1
The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

3.8.2
Unless otherwise provided in the Contract Documents,

.1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;

.2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and

.3 whenever costs are more than or less than allowances, the Contractor shall, prior to purchasing any such materials, notify the Owner in writing of the cost and whether such cost will exceed the amount of the allowance. If Owner authorizes Contractor to proceed, after receiving the Contractor's estimate of the total cost, then the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under **Paragraph 3.8.2.1** and (2) changes in Contractor's costs under **Paragraph 3.8.2.2**.

3.9 SUPERINTENDENT

3.9.1
The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent or Contractor's project manager shall be as binding as if given to the Contractor. Important oral communications shall be immediately confirmed in writing.

3.9.2
The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the name and qualifications of a proposed superintendent. The Owner or Architect may reply within **fourteen (14) calendar days** to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to the proposed superintendent or (2) that the Owner and Architect require additional time to review. Failure of the Owner or Architect to reply within the **fourteen (14)-calendar day** period shall constitute notice of no reasonable objection.

3.9.3
The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

3.10.1
The Contractor, as provided in the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

3.10.2
The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Architect's approval. The Architect's approval shall not unreasonably be delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

3.10.3
The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

3.10.4
The construction schedule shall be a detailed precedence-style critical path management ("CPM") schedule in a format satisfactory to the Owner that shall (1) provide a graphic representation of all activities and events that will occur during performance of the Work; (2) identify each phase of construction and occupancy; and (3) set forth dates that are critical in ensuring the timely and orderly completion of the Work in accordance with the requirements of the Contract Documents (hereinafter referred to as the "Milestone Date"). Upon review and acceptance by the Owner of the Milestone Dates, the construction schedule shall be deemed part of the Contract Documents. If not accepted, the construction schedule shall be promptly revised by the Contractor in accordance with the recommendations of the Owner and resubmitted for acceptance. The Contractor shall monitor the progress of the Work for conformance with the requirements of the construction schedule and shall promptly advise

the Owner of any delays or potential delays. The accepted construction schedule shall be updated to reflect actual conditions as set forth in **Paragraph 3.10.1** or if requested by the Owner. In the event any progress report indicates any delays, the Contractor shall propose an affirmative plan to correct the delay, including overtime and/or additional labor, if necessary. In no event shall any progress report constitute an adjustment in the Contract Time, any Milestone date, or the Contract Sum unless any such adjustment is agreed to by the Owner and authorize pursuant to a Change Order.

3.10.5

In the event the Owner determines that the performance of the Work, as of a Milestone Date, has not progressed or reach the level of completion required by the Contract Documents, the Owner shall have the right to order the Contractor to take corrective measures necessary to expedite the progress of construction, including without limitation, (1) working additional shifts or overtime, (2) supplying additional manpower, equipment, and facilities, and (3) other similar measures. Such measures so continue until the progress of the Work complies with the stage of completion required by the Contract Documents. The Owner's right to require such measures is solely for the purpose of ensuring the Contractors compliance with the construction schedule.

3.11 DOCUMENTS AT THE SITE

The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Architect and shall be delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

3.12 SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES

3.12.1

Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

3.12.2

Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

3.12.3

Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

3.12.4
Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of **Paragraph 4.2.7**. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

3.12.5
The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors.

3.12.6
By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

3.12.7
The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals until the respective submittal has been approved by the Architect.

3.12.8
The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals by the Architect's approval thereof.

3.12.9

The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such written notice, the Architect's approval of a resubmission shall not apply to such revisions.

3.12.10

The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this **Paragraph 3.12.10**, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

3.13 USE OF SITE

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

3.14 CUTTING AND PATCHING

3.14.1

The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly as required by the Contract Documents. All

areas requiring cutting, fitting, and patching shall be restored to the condition existing prior to the cutting, fitting and patching, unless otherwise required by the Contract Documents.

3.14.2

The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

3.15 CLEANING UP

3.15.1

The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

3.15.2

If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Contractor.

3.16 ACCESS TO WORK

The Owner and Architect shall, at all times, have access to the Work in preparation and progress wherever located.

3.17 ROYALTIES, PATENTS AND COPYRIGHTS

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect.

3.18 INDEMNIFICATION

3.18.1 INDEMNITY

OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS OWNER, ITS EMPLOYEES, AND ASSIGNS (THE "INDEMNIFIED PARTIES" OR "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS CONTRACT, TO THE EXTENT CAUSED BY THE NEGLIGENT OR WILLFUL ACTS OR OMISSIONS OF THE CONTRACTOR, SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE. CONTRACTOR SHALL NOT BE REQUIRED TO INDEMNIFY, HOLD HARMLESS OR DEFEND THE INDEMNIFIED PARTIES AGAINST A CLAIM CAUSED BY THE NEGLIGENCE OR FAULT, OR THE BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, OR RULE OF THE INDEMNITEE, OR OTHER PARTY OTHER THAN CONTRACTOR OR ITS AGENT, EMPLOYEE, OR SUBCONTRACTOR OF ANY TIER, EXCEPT THAT CONTRACTOR SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND THE INDEMNIFIED PARTIES AGAINST ANY CLAIMS FOR THE BODILY INJURY OR DEATH OF AN EMPLOYEE OF CONTRACTOR, ITS AGENTS, OR IT SUBCONTRACTORS OF ANY TIER.

3.18.2 INDEMNITY – EMPLOYEE PERSONAL INJURY CLAIMS

TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE INDEMNIFIED PARTIES AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF AN INDEMNIFIED PARTY'S GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, INCLUDING THE DEATH, OF ANY EMPLOYEE OF THE CONTRACTOR, SUBCONTRACTORS, OR ANY SUB-SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE PROJECT SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK OF THIS CONTRACT. CONTRACTOR HEREBY INDEMNIFIES THE INDEMNIFIED PARTIES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

3.18.3

THE CONTRACTOR'S INDEMNITY OBLIGATIONS UNDER THIS **SECTION 3.18** SHALL ALSO SPECIFICALLY INCLUDE, WITHOUT LIMITATION, ALL FINES, PENALTIES,

DAMAGES, LIABILITY, COSTS, EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES) ARISING OUT OF, OR IN CONNECTION WITH, ANY (1) VIOLATION OF OR FAILURE TO COMPLY WITH ANY LAW, STATUTE, ORDINANCE, RULE, REGULATION, CODE OR REQUIREMENT OF A PUBLIC AUTHORITY THAT BEARS UPON THE PERFORMANCE OF THE WORK BY THE CONTRACTOR, A SUBCONTRACTOR, OR ANY PERSON OR ENTITY FOR WHOM EITHER IS RESPONSIBLE, (2) MEANS, METHODS, PROCEDURES, TECHNIQUES, OR SEQUENCES OF EXECUTION OR PERFORMANCE OF THE WORK, AND (3) FAILURE TO SECURE AND PAY FOR PERMITS, FEES, APPROVALS, LICENSES, AND INSPECTIONS AS REQUIRED UNDER THE CONTRACT DOCUMENTS, OR ANY VIOLATION OF ANY PERMIT OR OTHER APPROVAL OF A PUBLIC AUTHORITY APPLICABLE TO THE WORK, BY THE CONTRACTOR, A SUBCONTRACTOR, OR ANY PERSON OR ENTITY FOR WHOM EITHER IS RESPONSIBLE.

ARTICLE 4
ARCHITECT

4.1 GENERAL

4.1.1
The Owner shall retain an architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Contract and is referred to throughout the Contract Documents as if singular in number.

4.1.2
Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.

4.1.3
In the event that Owner has not engaged an architect and an architect is not identified in the Contract, but, rather, engages an engineer for the Project, all references made in these General Conditions to the "Architect" shall mean and include the engineer identified as the "Engineer" in the Contract and all duties, responsibilities and limitations of authority of the Architect, as set forth in the Contract Documents, shall apply to the Engineer.

4.2 ADMINISTRATION OF THE CONTRACT

4.2.1
The Architect will provide administration of the Contract as described in the Owner-Architect Agreement. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

4.2.2

The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in **Paragraph 3.3.1**.

4.2.3

On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

4.2.4 COMMUNICATIONS AND CONTRACT ADMINISTRATION

Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to relate relevant communications between Owner and Architect to the Architect. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

4.2.5

If included in Architect's scope of work, the agreement between Owner and Architect, or if requested by the Owner, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts based on the Architect's evaluations of the Contractor's Applications for Payment.

4.2.6

To the extent permitted by the agreement between Owner and Architect, the Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect, in consultation with the Owner,

will have authority to require inspection or testing of the Work in accordance with **Paragraphs 13.5.2 through 13.5.3**, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect or the Owner to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

4.2.7

To the extent provided in the agreement between Owner and Architect, the Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Owner and Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under **Sections 3.3, 3.5, and 3.12**. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

4.2.8

If requested by Owner, the Architect will prepare Change Orders and Construction Change Directives with the Owner's prior written consent, but the Architect may authorize minor changes in the Work as provided in the agreement between Owner and Architect, or in **Section 7.4**. If requested by Owner, the Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in **Paragraph 3.7.4**.

4.2.9

If requested by Owner, the Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to **Section 9.8**; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to **Section 9.10**; and issue a final Certificate for Payment pursuant to **Section 9.10**.

4.2.10
If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities, and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

4.2.11
If requested by Owner, the Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

4.2.12
Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings.

4.2.13
The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents, and if approved by Owner.

4.2.14
The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5
SUBCONTRACTORS

5.1 DEFINITIONS

5.1.1
A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

5.1.2
A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is

referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

5.2 AWARD OF SUBCONTRACTS

5.2.1 FOR CONSTRUCTION MANAGER AT-RISK CONTRACTS

The Construction Manager shall publicly advertise for bids or proposals and receive bids or proposals from trade contractors or Subcontractors for the performance of all major elements of the work other than the minor work that may be included in the general conditions. The Construction Manager may seek to perform portions of the work itself if:

.1 the Construction Manager submits its bid or proposal for those portions of the Work in the same manner as all other trade contractors or Subcontractors; and

.2 the Owner determines that the Construction Manager's bid or proposal provides the best value for the Owner.

.3 Review of Bids or Proposals. Construction Manager shall review all trade contractor or Subcontractor bids or proposals in a manner that does not disclose the contents of the bid or proposal during the selection process to a person not employed by the Construction Manager, Architect, Engineer, or Owner. All bids or proposals shall be made available to the Owner on request and to the public after the later of the award of the Contract or the **seventh (7th) business day** after the date of final selection of bids or proposals. If the Construction Manager reviews, evaluates, and recommends to the Owner a bid or proposal from a trade contractor or subcontractor but the Owner requires another bid or proposal to be accepted, the Owner shall compensate the Construction Manager by a change in the Contract Sum, Contract Time, or Cost of the Work for any additional cost and risk that the Construction manager incurs because of the Owner's requirement that another bid or proposal be accepted.

5.2.2

The Contractor shall not contract with a proposed Subcontractor, person, or entity to whom the Owner has made reasonable objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made a reasonable objection.

5.2.3

If the Owner has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time may be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract

Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

5.2.4

The Contractor shall not substitute a Subcontractor, person, or entity previously selected if the Owner makes reasonable objection to such substitution.

5.3 SUBCONTRACTUAL RELATIONS

5.3.1

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

5.3.2

All subcontracts shall be in writing and, if requested, Contractor shall provide Owner with copies of executed subcontracts.

5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

5.4.1

The Contract is for Owner's benefit, its successors and assigns who, as well as Contractor, may directly enforce all rights and warranties, express or implied herein, but Subcontractors shall have recourse only against Contractor and not against Owner. Owner may rely solely upon Contractor for enforcement of all Subcontracts. To effect such purpose, Contractor assigns to Owner all right to bring any actions against subcontractors and material vendors without waiver by Owner of his right against Contractor because of defaults, delays and

effects for which a subcontractor or material vendor may also be liable, said assignment being effective only if:

.1 Contractor is in default under the Contract Documents; or

.2 Owner has terminated the Contract in accordance with the Contract Documents; and

.3 Only for those subcontract agreements which the Owner accepts by notifying the Subcontractor and Contractor in writing; and

.4 The assignment is subject to the prior rights of the surety, if any, obligated under any bond relating to the Contract.

5.4.2
Upon such assignment, if the Work has been suspended for more than **thirty (30) calendar days**, the Subcontractor's compensation may be equitably adjusted for increases in cost resulting from the suspension.

5.4.3
Upon such assignment to the Owner under this **Section 5.4**, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

5.4.4
The Architect and the Owner shall have the right to request from any Subcontractor at any time during the course of construction, a notarized affidavit stating the amount of monies which have been paid to the Subcontractor as of any certain stipulated date.

ARTICLE 6
CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

6.1.1
The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in **Article 15**.

6.1.2
When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Contract.

6.1.3
The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

6.2 MUTUAL RESPONSIBILITY

6.2.1
The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

6.2.2
If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect and the Owner apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

6.2.3
The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a separate contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a separate contractor's delays, improperly timed activities, damage to the Work or defective construction.

6.2.4
The Contractor shall promptly remedy damage the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in **Paragraph 10.2.5**.

6.2.5
The Owner and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in **Section 3.14**.

6.2.6
All separate contractors shall sign a site access agreement with Contractor setting forth duties, responsibilities, safety, and administrative requirements.

6.3 OWNER'S RIGHT TO CLEAN UP
If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and allocate the cost among those responsible.

ARTICLE 7
CHANGES IN THE WORK

7.1 GENERAL

7.1.1
Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this **Article 7** and elsewhere in the Contract Documents.

7.1.2
A Change Order shall be based upon agreement among the Owner, Contractor and Architect; a Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Owner or Architect alone.

7.1.3
Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work. Except as permitted in **Section 7.3** and **Paragraph 9.7.2**, a change in the Contract Sum or the Contract Time shall be accomplished only by Change Order. Accordingly, no course of conduct or dealings between the parties, nor express or implied acceptance of alterations or additions to the Work, and no claim that Owner has been unjustly enriched by any alteration of or addition to the Work, whether or not there is, in fact, any unjust enrichment to the Work, shall be the basis of any Claim to an increase in any amounts due under the Contract Documents or a change in any time period provided for in the Contract Documents.

7.2 CHANGE ORDERS

7.2.1
A Change Order is a written instrument signed by the Owner, Contractor and Architect stating their agreement upon all of the following:

.1 The change in the Work;

.2 The amount of the adjustment, if any, in the Contract Sum; and

.3 The extent of the adjustment, if any, in the Contract Time.

7.2.2
Contractor's Change Order shall set forth in clear and precise detail breakdowns of labor and materials for all trades involved and the estimated impact on the dates of Substantial Completion. Contractor shall furnish supporting data as reasonably requested by Owner.

7.2.3
Agreement on any Change Order shall constitute a final settlement of all matters relating to the change in the Work that is the subject of the Change Order, including, but not limited to, all direct and indirect costs associated with such change and any and all adjustments to the Contract Sum and the construction schedule.

7.3 CONSTRUCTION CHANGE DIRECTIVES

7.3.1
A Construction Change Directive is a written order signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

7.3.2
A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

7.3.3
If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

.1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;

.2 Unit prices stated in the Contract Documents or subsequently agreed upon;

.3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or

.4 As provided in **Paragraph 7.3.7**.

7.3.4
If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

7.3.5
Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

7.3.6
A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

7.3.7
If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Owner shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Contract, or if no such amount is set forth in the Contract, a reasonable amount. In such case, and also under **Paragraph 7.3.3.3**, the Contractor shall keep and present, in such form as the Owner or Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this **Paragraph 7.3.7** shall be limited to the following:

.1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;

.2 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;

.3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;

.4 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and

.5 Additional costs of supervision and field office personnel directly attributable to the change.

7.3.8

The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Owner or the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

7.3.9

Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Owner will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Owner determines to be reasonably justified. The Owner's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of Contractor to disagree and assert a Claim in accordance with **Article 15**.

7.3.10

When the Owner and Contractor agree with a determination made concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

7.4 MINOR CHANGES IN THE WORK

If permitted in the agreement between Owner and Architect, the Architect has authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents.

ARTICLE 8
TIME

8.1 CONTRACT TIME

TIME IS AN ESSENTIAL ELEMENT OF THE CONTRACT. The Contract Time is the time between the dates indicated in the Notice to Proceed for commencement of the Work and for achieving Substantial Completion. The Contract Time can be modified only by Change Order. Failure to achieve Substantial Completion within the Contract Time, as otherwise agreed to in writing, will cause damage to Owner and may subject Contractor to liquidated damages as provided in the Contract. If Contractor fails to achieve Final Completion within **thirty (30) calendar days** after Substantial Completion or a mutually agreed upon longer period of time between Contractor and Owner, Contractor shall be responsible for Owner's additional inspection, project management, and maintenance cost to the extent caused by Contractor's failure to achieve Final Completion.

8.2 NOTICE TO PROCEED

Owner will issue a Notice to Proceed which shall state the dates for beginning the Work and for achieving Substantial Completion of the Work.

8.3 WORK PROGRESS SCHEDULE

Unless indicated otherwise, Contractor shall submit to Owner and Architect the initial Work Progress Schedule for the Work in relation to the entire Project not later than **twenty-one (21) calendar days** after the effective date of the Notice to Proceed. Unless indicated otherwise, the Work Progress Schedule shall be computerized Critical Path Method (CPM) with fully editable logic. This initial schedule shall indicate the dates for starting and completing the various aspects required to complete the Work, including mobilization, procurement, installation, testing, inspection, delivery of Close-out Documents, and acceptance of all the Work of the Contract. When acceptable to Owner, the initially accepted schedule shall be the Baseline Schedule for comparison to actual conditions throughout the Contract duration.

8.3.1 SCHEDULE REQUIREMENTS

Contractor shall submit electronic and paper copy of the initial Work Progress Schedule reflecting accurate and reliable representations of the planned progress of the Work, the Work to date if any, and of Contractor's actual plans for its completion. Contractor shall organize and provide adequate detail, so the schedule is capable of measuring and forecasting the effect of delaying events on completed and uncompleted activities.

.1 Contractor shall resubmit initial schedule as required to address review comments from Architect and Owner until such schedule is accepted as the Baseline Schedule.

.2 Submittal of a schedule, schedule revision or schedule update constitutes Contractor's representation to Owner of the accurate depiction of all progress to date and that Contractor will follow the schedule as submitted in performing the Work.

8.3.2 SCHEDULE UPDATES

Contractor shall update the Work Progress Schedule and the Submittal Register monthly, as a minimum, to reflect progress to date and current plans for completing the Work, while maintaining original schedule as Baseline Schedule and submit electronic copies of the update to Owner and Architect as directed, but as a minimum with each request for payment. Owner has no duty to make progress payments unless accompanied by the updated Work Progress Schedule. Show the anticipated date of completion reflecting all extensions of time granted through Change Order as of the date of the update. Contractor may revise the Work Progress Schedule when in Contractor's judgment it becomes necessary for the management of the Work. Contractor shall identify all proposed changes to schedule logic to Owner and to Architect via an executive summary accompanying the updated schedule for review prior to final implementation of revisions into a revised Baseline Schedule. Schedule changes that materially impact Owner's operations shall be communicated promptly to Owner and Architect and shall not be incorporated into the revised Baseline Schedule without Owner's consent.

8.3.3

The Work Progress Schedule is for Contractor's use in managing the Work and submittal of the schedule, and successive updates or revisions, is for the information of Owner and to demonstrate that Contractor has complied with requirements for planning the Work. Owner's acceptance of a schedule, schedule update, or revision constitutes Owner's agreement to coordinate its own activities with Contractor's activities as shown on the schedule.

.1 Acceptance of the Work Progress Schedule, or update and/or revision thereto does not indicate any approval of Contractor's proposed sequences and duration.

.2 Acceptance of a Work Progress Schedule update or revision indicating early or late completion does not constitute Owner's consent, alter the terms of the Contract, or waive either Contractor's responsibility for timely completion or Owner's right to damages for Contractor's failure to do so.

.3 Scheduled dates for completion of any activity or the entire Work do not constitute a change in terms of the Contract. Change Orders are the only method of modifying the Substantial Completion Date(s) and Contract Time.

8.4 COMPLETION OF WORK

Contractor is accountable for completing the Work within the Contract Time stated in the Contract, or as otherwise amended by Change Order.

8.4.1

If, in the judgment of Owner, the work is behind schedule and the rate of placement of Work is inadequate to regain scheduled progress to ensure timely completion of the entire Work or

a separable portion thereof, Contractor, when so informed by Owner, shall immediately take action to increase the rate of work placement by:

.1 An increase in working forces.

.2 An increase in equipment or tools.

.3 An increase in hours of work or number of shifts.

.4 Expedite delivery of materials.

.5 Other action proposed, if acceptable to Owner.

8.4.2
Within **ten (10) calendar days** after such notice from Owner, Contractor shall notify Owner in writing of the specific measures taken or planned to increase the rate of progress. Contactor shall include an estimate as to the date of scheduled progress recovery and an updated Work Progress Schedule illustrating Contractor's plan for achieving timely completion of the Project. Should Owner deem the plan of action inadequate, Contractor shall take additional steps or make adjustments, as necessary, to its plan of action until it meets with Owner's approval.

8.5 MODIFICATION OF CONTRACT TIME

8.5.1
Delays and extension of time as hereinafter described are valid only if executed in accordance with provisions set forth in **Article 7**.

8.5.2
When a delay defined herein as excusable prevents Contractor from completing the Work within the Contract Time, Contractor is entitled to an extension of time. Owner will make an equitable adjustment and extend the number of days lost because of excusable delay or Weather Days, as measured by Contractor's progress schedule. All extensions of time will be granted in calendar days. In no event, however, will an extension of time be granted for delays that merely extend the duration of non-critical activities without delaying the project Substantial Completion date(s).

.1 A "Weather Day" is a day on which Contractor's current schedule indicates Work is to be done, and on which inclement weather or related site conditions prevent Contractor from performing **seven (7) continuous hours** of Work on the critical path between the hours of 7:00 a.m. and 6:00 p.m.

A. Weather days are excusable delays and, in the event of precipitation, Contractor may claim **one (1) Weather Day** for each day of the duration of the precipitation plus an additional day for each **tenth (1/10th) of an inch** of accumulation as determined by a third-party website agreed upon by Owner and Contractor.

B. At the end of each calendar month, Contractor shall submit to Owner and Architect a list of Weather Days occurring in that month along with documentation of the impact on critical activities. Based on confirmation by Owner, any time extension granted will be issued by Change Order. If Contractor and Owner cannot agree on the time extension, Owner may issue a Construction Change Directive (CCD) for a fair and reasonable time extension.

.2 Excusable Delay. Contractor is entitled to an equitable adjustment of the Contract Time, issued via Change Order, for delays caused by the following:

A. Errors, omissions, and imperfections in design, which Architect corrects by means of changes in the Drawings and Specifications.

B. Unanticipated physical conditions at the Site, which Architect corrects by means of changes to the Drawings and Specifications or for which Owner directs changes in the Work identified in the Contract Documents.

C. Failure of Owner to have secured property, right-of-way, or easements necessary for Work to begin or progress.

D. Changes in the Work that effect activities identified in Contractor's schedule as "critical" to completion of the entire Work, if such changes are ordered by Owner or recommended by Architect and ordered by Owner.

E. Suspension of Work for unexpected natural events, Force Majeure (sometimes called "acts of God"), civil unrest, strikes or other events which are not within the reasonable control of Contractor.

F. Suspension of Work for convenience of Owner, which prevents Contractor from completing the Work within the Contract Time.

G. Administrative delays caused by activities or approval requirements related to an Authority Having Jurisdiction.

8.5.3

Contractor's relief in the event of such delays is the time impact to the critical path as determined by analysis of Contractor's schedule. In the event that Contractor incurs additional direct costs because of the excusable delays other than described in **Subparagraph**

8.5.2.2.D and within the reasonable control of Owner, the Contract Sum and Contract Time are to be equitably adjusted by Owner pursuant to the provisions of **Article 7**.

8.6 NO DAMAGES FOR DELAY

Due to the unique requirements of working within a public facility which may be shared with other user-groups and adjacent to other public facilities, Owner may, at any time, restrict the Work to non-disruptive activities to reduce noise, vibration, air pollution, or any other nuisance, intrusion, or danger affecting adjacent public functions and duties. In each case, Owner will make a good faith effort to provide sufficient advanced notice of restriction to Contractor; and, Contractor shall make a good faith effort to reallocate activities, materials, and forces onsite to avoid delay to the project schedule. Contractor has no claim for monetary damages for delay or hindrances to the Work from any cause, including, without limitation, any act or omission of Owner.

8.7 CONCURRENT DELAY

When the completion of the Work is simultaneously delayed by an excusable delay and a delay arising from a cause not designated as excusable, Contractor may not be entitled to a time extension for the period of concurrent delay.

8.8 OTHER TIME EXTENSION REQUESTS

Time extensions requested in association with changes to the Work directed or requested by Owner shall be included with Contractor's proposed costs for such change. Time extensions requested for inclement weather are covered by **Paragraph 8.5.2.1** above. If Contractor believes that the completion of the Work is delayed by a circumstance other than for changes directed to the Work or weather, they shall give Owner written notice, stating the nature of the delay and the activities potentially affected, within **five (5) calendar days** after the onset of the event or circumstance giving rise to the excusable delay. Contractor shall provide sufficient written evidence to document the delay. In the case of a continuing cause of delay, only one claim is necessary. State claims for extensions of time in numbers of whole or half days.

8.8.1

Within **ten (10) calendar days** after the cessation of the delay, Contractor shall formalize its request for extension of time in writing to include a full analysis of the schedule impact of the delay and substantiation of the excusable nature of the delay. All changes to the Contract Time or made as a result of such claims is by Change Order, as set forth in **Article 7**.

8.8.2

No extension of time releases Contractor or the Surety furnishing a performance or payment bond from any obligations under the Contract or such a bond. Those obligations remain in full force until the discharge of the Contract.

8.8.3 CONTENTS OF TIME EXTENSION REQUESTS

Contractor shall provide with each Time Extension Request a quantitative demonstration of the impact of the delay on project completion time, based on the Work Progress Schedule. Contractor shall include with Time Extension Requests a reasonably detailed narrative setting forth:

.1 The nature of the delay and its cause; the basis of Contractor's claim of entitlement to a time extension.

.2 Documentation of the actual impacts of the claimed delay on the critical path indicated in Contractor's Work Progress Schedule, and any concurrent delays.

.3 Description and documentation of steps taken by Contractor to mitigate the effect of the claimed delay, including, when appropriate, the modification of the Work Progress Schedule.

8.8.4 OWNER'S RESPONSE

Owner will respond to the Time Extension Request by providing to Contractor written notice of the number of days granted, if any, and giving its reason if this number differs from the number of days requested by Contractor.

.1 Owner will not grant time extensions for delays that do not affect the Contract Substantial Completion date.

.2 Owner will respond to each properly submitted Time Extension Request within **fifteen (15) calendar days** following receipt. If Owner cannot reasonably make a determination about Contractor's entitlement to a time extension within that time, Owner will notify Contractor in writing. Unless otherwise agreed by Contractor, Owner has no more than **fifteen (15) additional calendar days** to prepare a final response. If Owner fails to respond within **forty-five (45) calendar days** from the date the Time Extension Request is received, Contractor is entitled to a time extension in the amount requested.

8.9 FAILURE TO COMPLETE WORK WITHIN THE CONTRACT TIME

TIME IS AN ESSENTIAL ELEMENT OF THE CONTRACT. Contractor's failure to substantially complete the Work within the Contract Time or to achieve Substantial Completion as required will cause damage to Owner. These damages shall be liquidated by agreement of Contractor and Owner, in the amount per day as set forth in the Contract.

8.10 LIQUIDATED DAMAGES

Owner may collect liquidated damages due from Contractor directly or indirectly by reducing the Contract Sum in the amount of liquidated damages stated in the Contract.

ARTICLE 9
PAYMENTS AND COMPLETION

9.1 CONTRACT SUM

The Contract Sum is stated in the Contract and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

9.2 SCHEDULE OF VALUES

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price ("GMP"), the Contractor shall submit to the Owner and Architect, before the first Application for Payment, a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule, unless objected to by the Owner, shall be used as a basis for reviewing the Contractor's Applications for Payment.

9.3 APPLICATIONS FOR PAYMENT

9.3.1

As provided in the Contract and in the Contract Documents, the Contractor shall submit to the Owner and Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under **Section 9.2**., for completed portions of the Work. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and shall reflect retainage if provided for in the Contract Documents.

.1 As provided in **Paragraph 7.3.9**, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Owner or the Architect, but not yet included in Change Orders.

.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or material supplier, unless such Work has been performed by others whom the Contractor intends to pay.

.3 If requested by Owner or required elsewhere in the Contract Documents, Each Application for Payment shall be accompanied by the following, all in a form and substance satisfactory to the Owner:

a) With each Application for Payment: a current Sworn Statement from the Contractor setting forth all Subcontractors and all material suppliers with whom the Contractor has subcontracted, the amount of each such subcontract, the amount requested for any Subcontractor or material supplier in the Application for Payment, and the amount to be paid to the Contractor from such progress payment;

b) With each Application for Payment: a duly executed Conditional Waiver and Release on Progress Payment from the Contractor and Subcontractors establishing receipt of payment or satisfaction of the payment requested by the Contractor in the current Application for Payment;

c) Commencing with the second Application for Payment submitted by the Contractor, a duly executed Unconditional Waiver and Release on Progress Payment from Contractor and all Subcontractors, material suppliers and, where appropriate, lower tier subcontractors that have billed more than **five thousand dollars ($5,000)** on a single application of payment, establishing receipt of payment or satisfaction of payment of all amounts requested on behalf of such entities and disbursed prior to submittal by the Contractor of the current Application for Payment;

d) With the Final Application for Payment: Contractor shall submit a Conditional Waiver and Release on Final Payment as required by **Texas Property Code, §53.284**. Upon receipt of final payment, Contractor shall submit an Unconditional Waiver and Release on Final Payment as required by **Texas Property Code, §53.284**; and

e) Such other information, documentation, and materials as the Owner, or the title insurer may require in order to ensure that Owner's property is free of lien claims. Such other documents may include, without limitation, original copies of lien or bond claim releases suitable for filing with the County Clerk in Williamson County, Texas.

9.3.2

Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

9.3.3

The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, bond claims, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

.1 The Contractor further expressly undertakes to defend Owner, at the Contractor's sole expense, against any actions, lawsuits, or proceedings brought against Owner as a result of liens filed against the Work, the site of any of the Work, the Project site and any improvements thereon, or any portion of the property of any of Owner (referred to collectively as "liens" in this **Paragraph 9.3.3**), provide the Owner has paid Contractor pursuant to the requirements of the Contract Documents. The Contractor hereby agrees to indemnify and hold Owner harmless against any such liens or claims of lien and agrees to pay any judgment or lien resulting from any such actions, lawsuits, or proceedings.

.2 The Owner shall release any payments withheld due to a lien or bond claims if the Contractor obtains security acceptable to the Owner, however, the Contractor shall not be relieved of any responsibilities or obligations under this **Paragraph 9.3.3**, including, without limitation, the duty to defend and indemnify Owner.

.3 Retainage. The Owner shall withhold from each progress payment, as retainage, **five percent (5%)** of the total earned amount. Retainage so withheld shall be managed in conformance with **Texas Government Code, Chapter 2252, Subchapter B**. Any request for reduction or release of retainage shall be accompanied by written consent of the Contractor's Surety. No such request shall be made until the Contractor has earned at least **sixty-five percent (65%)** of the total Contract Sum.

.4 For purposes of **Texas Government Code, §2251.021 (a)(2)**, the date the performance of service is completed is the date when the Owner's representative approves the Application for Payment.

9.4 CERTIFICATES FOR PAYMENT

9.4.1

The Architect will, within **seven (7) business days** after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the

Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in **Paragraph 9.5.1**.

9.4.2

The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data comprising the Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

9.5 DECISIONS TO WITHHOLD CERTIFICATION

9.5.1

The Owner or Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Owner or Architect's opinion the representations to the Owner required by **Paragraph 9.4.2** cannot be made. If the Owner or Architect is unable to certify payment in the amount of the Application, the Owner or Architect will notify the Contractor. If the Contractor and Architect, or Contractor and Owner, as the case may be, cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount that can be certified. The Owner or Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Owner or Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in **Paragraph 3.3.2**, because of

.1 defective Work not remedied;

.2 third party claims filed or reasonable evidence indicating probable filing of such claims;

.3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;

.4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;

.5 damage to the Owner or a separate contractor;

.6 failure to maintain the scheduled progress, or reasonable evidence that the Work will not be completed within the Contract Time;

.7 failure to comply with the requirements of **Texas Government Code, Chapter 2258** (Prevailing Wage Law);

.8 failure to include sufficient documentation to support the amount of payment requested for the Project;

.9 failure to obtain, maintain, or renew insurance coverage, payment/performance bonds or warranty bond required by the Contract Documents; or

.10 repeated failure to carry out the Work in accordance with the Contract Documents.

9.5.2
When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

9.6 PROGRESS PAYMENTS

9.6.1
The Owner shall make payment in the manner and within the time provided in the Contract Documents and in accordance with **Texas Government Code, Chapter 2251**.

9.6.2
The Contractor shall pay each Subcontractor no later than **ten (10) calendar days** after receipt of payment from the Owner the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

9.6.3
The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the

Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within **seven (7) calendar days**, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor, except as may otherwise be required by law.

9.6.4
Contractor payments to material and equipment suppliers shall be treated in a manner similar to that provided in **Paragraph 9.6.2**.

9.6.5
A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

9.7 FAILURE OF PAYMENT

9.7.1
If the Architect is required to issue Certificates for Payment and, through no fault of the Contractor, the Architect fails to timely issue Certificates for Payment in the time permitted in the Contract Documents, or if the Owner does not pay the Contractor by the date established in the Contract Documents, then the Contractor may, upon **twenty-one (21) business days** written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received.

9.7.2
If the Owner is entitled to reimbursement or payment from the Contractor under or pursuant to the Contract Documents, such payment shall be made promptly upon demand by the Owner. Notwithstanding anything contained in the Contract Documents to the contrary, if the Contractor fails to promptly make any payment due the Owner, or if the Owner incurs any costs and expenses to cure any default of the Contractor or to correct defective work, the Owner shall have an absolute right to offset such amount against the Contract Sum and may, in the Owner's sole discretion, elect either to (1) deduct an amount equal to that which the Owner is entitled from any payment then or thereafter due the Contractor from the Owner, or (2) issue a written notice to the Contractor reducing the Contract Sum by an amount equal to that which the Owner is entitled.

9.8 SUBSTANTIAL COMPLETION

9.8.1
Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use; provided, however, that as a

condition precedent to Substantial Completion, the Owner has received all certificates of occupancy and any other permits, approvals, licenses, and other documents from any governmental authority having jurisdiction thereof necessary for the beneficial occupancy of the Project.

9.8.2
When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Owner and Architect a comprehensive list of items to be completed or corrected prior to final payment (punch list). Failure to include an item on the punch list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

9.8.3
Upon receipt of the Contractor's punch list, the Owner and Architect will examine the Work to determine whether the Work or designated portion thereof is substantially complete. If the Owner and/or Architect's examination discloses any item, whether or not included on the Contractor's punch list, that is not sufficiently complete in accordance with the Contract Documents, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Owner or Architect. In such case, the Contractor shall then submit a request for another examination by the Owner or Architect to determine Substantial Completion.

9.8.4
When the Work or designated portion thereof is substantially complete, the Architect, if required by the Contract Documents, or Owner will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Unless otherwise provided, Contractor shall complete all items on the punch list within **thirty (30) calendar days** of Substantial Completion. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

9.8.5
The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage.

9.9 PARTIAL OCCUPANCY OR USE

9.9.1

The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under **Paragraph 11.3.1.5**, the surety, and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under **Paragraph 9.8.2**. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld.

9.9.2

Immediately prior to partial occupancy or use, the Owner, Contractor and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

9.9.3

Partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

9.10 FINAL COMPLETION AND FINAL PAYMENT

9.10.1

Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Owner and Architect will make such inspection and, when the Owner and Architect find the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in **Paragraph 9.10.2** as precedent to the Contractor's being entitled to final payment have been fulfilled. All warranties and guarantees required under or pursuant to the Contract Documents shall be assembled and delivered by the Contractor to the Architect as part of the final Application for Payment. The final Certificate for Payment will not be issued by the Architect until all warranties and guarantees have been received and accepted by the Owner.

9.10.2

Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Owner and Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work have been paid or otherwise satisfied, within the period of time required by **Texas Government Code, Chapter 2251**, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least **thirty (30) business days** prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety to final payment, (5) a warranty bond in a form acceptable to Owner, and (6) other data establishing payment or satisfaction of obligations, such as receipts, unconditional full and final releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner.

9.10.3

The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

.1 Claims, security interests or encumbrances arising out of the Contract and unsettled;

.2 failure of the Work to comply with the requirements of the Contract Documents; or

.3 terms of warranties required by the Contract Documents.

9.10.4

Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10
PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY PRECAUTIONS AND PROGRAMS

The Contractor and its Subcontractors shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

10.2 SAFETY OF PERSONS AND PROPERTY

10.2.1
The Contractor and its Subcontractors shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to

.1 employees on the Work and other persons who may be affected thereby;

.2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and

.3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement during construction.

10.2.2
The Contractor and its Subcontractors shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury, or loss. Notwithstanding any language to the contrary, the Owner shall not have any responsibility for job site inspections or safety recommendations. Any inspections or observations by the Owner or the Architect are solely for the benefit of the Owner and shall not create any duties or obligations to anyone else.

10.2.3
The Contractor and its Subcontractors shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

10.2.4
When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

10.2.5
The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in **Paragraphs 10.2.1.2 and 10.2.1.3** caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under **Paragraphs 10.2.1.2 and 10.2.1.3**, except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of

the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under **Section 3.18**.

10.2.6
The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

10.2.7
The Contractor and its Subcontractors shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

10.2.8 Injury or Damage to Person or Property
If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding **twenty-one (21) calendar days** after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

10.2.9
When all or a portion of the Work is suspended for any reason, the Contractor shall securely fasten down all covering and fully protect the Work, as necessary, from injury or damage by any cause.

10.2.10
The Contractor shall promptly report in writing to the Owner and Architect all accidents arising out of or in connection with the Work that cause death, personal injury, or property damage.

10.3 HAZARDOUS MATERIALS

10.3.1
The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing.

10.3.2

Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written notice from the Owner.

10.3.3

The Owner shall not be responsible under this **Section 10.3** for materials or substances the Contractor brings to the site unless such materials or substances are expressly required by the Contract Documents. The Owner shall be responsible for materials or substances expressly required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

10.3.4

The Contractor shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Contractor brings to the site or negligently handles, or (2) where the Contractor fails to perform its obligations under **Paragraph 10.3.1**, except to the extent that the cost and expense are due to the Owner's fault or negligence.

10.4 EMERGENCIES

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time, if any, claimed by the Contractor on account of an emergency shall be determined as provided in **Article 7** and **Article 15**.

ARTICLE 11
INSURANCE AND BONDS

11.1 CONTRACTOR'S LIABILITY INSURANCE

11.1.1

The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

.1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;

.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;

.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;

.4 Claims for damages insured by usual personal injury liability coverage;

.5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;

.6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;

.7 Claims for bodily injury or property damage arising out of completed operations, which coverage shall be maintained for no less than **four (4) years** following final payment; and

.8 Claims involving contractual liability insurance applicable to the Contractor's obligations under **Section 3.18**.

11.1.2

The insurance required by **Paragraph 11.1.1** shall be written for not less than limits of liability specified in the Contract or the Contract Documents. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

11.1.3

Unless otherwise provided, copies of the insurance policies, in form acceptable to the Owner, shall be provided to Owner within **thirty (30) calendar days** of Owner's request. Except as otherwise provided, all of the policies provided shall name Owner as an additional insured, and such policies shall immediately deliver to Owner copies of all such insurance policies, together with certificates by the insurer evidencing Owner's coverage there under. Each policy of insurance obtained by Contractor pursuant to the Contract Documents shall provide, by endorsement or otherwise (1) that such policy shall not be canceled, endorsed, altered or reissued to effect a change in coverage for any reason or to any extent whatsoever unless the insurer shall have first given Owner and Lender at least **thirty (30) calendar days** prior written notice thereof, and (2) that Owner may, but shall not be obligated to, make premium payments to prevent the cancellation, endorsement, alteration or reissuance of such

policy and such payments shall be accepted by the insurer to prevent the same. Such policies shall provide, by endorsement or otherwise, that Contractor shall be solely responsible for the payment of all premiums under the policies, and that Owner shall have no obligation for the payment thereof, notwithstanding that Owner is named as additional insured under the policy. Any insured loss or claim of loss shall be adjusted to the Owner, and any settlement payments shall be made payable to the Owner as a trustee for the insureds, as their interests may appear. Upon the occurrence of an insured loss or claim of loss, monies received will be held by Owner who shall make distribution in accordance with an agreement to be reached in such event between Owner and Contractor. If the parties are unable to agree between themselves on the settlement of the loss, such dispute shall be resolved in accordance with **Article 15**, below, but the Work of the Project shall nevertheless progress during any such period of dispute without prejudice to the rights of any party to the dispute. The Contractor shall be responsible for any loss within the deductible area of the policy. If Owner is damaged by the failure of Contractor to purchase or maintain such insurance, then Contractor shall bear all costs properly attributable thereto. The Contractor shall affect and maintain similar property insurance on portions of the Work stored off the site or in transit when such portions of the Work are to be included. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until Final Completion of the Project.

11.1.4

The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

11.2 OWNER'S LIABILITY INSURANCE

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

11.3 PROPERTY INSURANCE

11.3.1

Unless otherwise provided in the Contract Documents, the Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in **Section 9.10** or until no

person or entity other than the Owner has an insurable interest in the property required by this **Section 11.3** to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

.1 Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss as well as coverage for building materials while in transit or building materials suitably stored at a temporary location. Property insurance provided by the Contractor shall not cover any tools, apparatus, machinery, scaffolding, hoists, forms, staging, shoring, and other similar items commonly referred to as construction equipment that may be on the site and the capital value of which is not included in the Work. The Contractor shall make its own arrangements for any insurance it may require on such construction equipment. Any such policy obtained by the Contractor under this **Paragraph 11.3.1** shall include a waiver of subrogation in accordance with the requirements of **Paragraph 11.3.4**.

.2 If the Contractor does not intend to purchase such property insurance required by the Contract and with all of the coverages in the amount described above, the Contractor shall so inform the Owner in writing prior to commencement of the Work. If the Owner is damaged by the failure or neglect of the Contractor to purchase or maintain insurance as described above, without so notifying the Owner in writing, then the Contractor shall bear all reasonable costs properly attributable thereto.

.3 Contractor shall be responsible for any deductibles to the extent that the loss arose out of or was cause by Contractor's negligence or breach of the Contract.

.4 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

.5 Partial occupancy or use in accordance with **Section 9.9** shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

11.3.2 WAIVERS OF SUBROGATION

The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors described in **Article 6**, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent of actual recovery of any insurance proceeds under any property insurance obtained pursuant to this **Section 11.3** or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance. However, this waiver shall not apply to property insurance purchased by Owner after completion of the Work or Final Payment, whichever comes first. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in **Article 6**, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

11.3.3

A loss insured under the property insurance shall be adjusted in good faith and made payable to the Owner in good faith for the insureds, as their interests may appear. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

11.4 BONDS

11.4.1

The Contractor is required to tender to Owner, prior to commencing the Work, performance and payment bonds, as required by law. In the event Contractor fails to provide such bonds within the time provided by the Contract, Owner may immediately, upon notice of such failure, or within a reasonable time thereafter, at its sole option and discretion: (1) void this Contract in its entirety; or (2) procure such bonds on behalf of the Contractor, deducting such amounts from the Contract Sum. In the event Owner voids the Contract under this **Section 11.4**, Contractor may forfeit its bid bond.

11.4.2

A Performance Bond is required if the Contract Sum is in excess of **fifty thousand dollars ($50,000)**. The performance bond is solely for the protection of the Owner, in the full amount of the Contract Sum and conditioned on the faithful performance of the Work in accordance with the Contract Documents. The form of the bond shall be approved by the Owner.

11.4.3
A Payment Bond is required if the Contract Sum is in excess of **twenty-five thousand dollars ($25,000)**. A payment bond is payable to the Owner, in the full amount of the Contract Sum and solely for the protection and use of payment bond beneficiaries who have a direct contractual relationship with the Contractor or a supplier of required materials or labor. The form of bond shall be approved by the Owner.

11.4.4 Warranty Bond.
Prior to final final payment, Contractor shall provide Owner with a Warranty Bond in the sum of ten percent (10%) of the Contract Sum or ten percent (10%) of the GMP for Construction Manager At-Risk Contracts for twelve (12) months from Substantial Completion of the Work. The form of bond shall be approved by the Owner.

11.4.5
Corporate sureties authorized to issue bonds shall be qualified and comply with relevant provisions of the Texas Insurance Code.

11.4.6
Each bond shall be executed by a corporate surety or sureties authorized to do business in the State of Texas and acceptable to the Owner. If any bond is for more than **ten percent (10%)** of the surety's capital and surplus, the Owner may require certification that the company has reinsured the excess portion with one or more reinsurers authorized, accredited, or trusteed to do business in the State. A reinsurer may not reinsure for more than **ten percent (10%)** of its capital and surplus. If a surety upon a bond loses its authority to do business in the State, the Contractor shall within **thirty (30) calendar days** after such loss furnish a replacement bond at no added cost to the Owner.

11.4.7
Each bond shall be accompanied by a valid Power-of-Attorney (issued by the surety company and attached, signed and sealed with the corporate embosses seal, to the bond) authorizing the attorney in fact who signs the bond to commit the company to the terms of the bond, and stating any limit in the amount for which the attorney can issue a single bond.

11.4.8
The process of requiring and accepting bonds and making claims thereunder shall be conducted in compliance with **Texas Government Code, Chapter 2253**. If for any reason a statutory payment or performance bond is not honored by the surety, the Contractor shall fully indemnify and hold the Owner harmless of and from any costs, losses, obligations or liabilities it incurs as a result.

11.4.9
Owner shall furnish certified copies of a payment bond and the related Contract between Owner and Contractor to any qualified person seeking copies who complies with **Texas Government Code, §2253.026**.

11.4.10 Claims on Payment Bonds.
Claims on payment bonds must be sent directly to the Contractor and its surety in accordance with Texas Government Code, §2253.041. All Payment Bond claimants are cautioned that no lien exists on the funds unpaid to the Contractor on such contract, and that reliance on notices sent to the Owner may result in loss of their rights against the Contractor and/or its surety. The Owner is not responsible in any manner to a claimant for collection of unpaid bills, and accepts no such responsibility because of any representation by any agent or employee.

11.4.11 Payment Claims when Payment Bond not Required.
When the value of the Contract between Owner and the Contractor is less than twenty-five thousand dollars ($25,000), claimants and their rights are governed by Texas Property Code, §53.231-239. These provisions set out the requirements for filing a valid lien on funds unpaid to the Contractor as of the time of filing the claim, actions necessary to release the lien and satisfaction of such claims.

11.4.12
Sureties shall be listed on the **Department of the Treasury's Listing of Approved Sureties** stating companies holding Certificates of Authority as acceptable sureties on Federal Bonds and acceptable reinsuring companies (Department Circular 570).

11.5 GENERAL REQUIREMENTS

11.5.1
Unless otherwise provided in the Contract Documents, all insurance coverage procured by the Contractor shall be provided by insurance companies having policy holder ratings no lower than "A" and financial ratings not lower than "VIII" in the Best's Insurance Guide, the latest edition in effect as of the date of the Contract, and subsequently in effect at the time of renewal of any policies required by the Contract Documents.

11.5.2
If the Owner is damaged by failure of the Contractor to purchase or maintain insurance required under this **Article 11**, then the Contractor shall bear all reasonable costs (including attorneys' fees and court and settlement expenses) properly attributable thereto.

ARTICLE 12
UNCOVERING AND CORRECTION OF WORK

12.1 UNCOVERING OF WORK

12.1.1
If a portion of the Work is covered contrary to the Owner or Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Owner or Architect, be uncovered for examination and be replaced at the Contractor's expense without change in the Contract Time. If prior to the date of Substantial Completion the Contractor, a Subcontractor, or anyone for whom either is responsible uses or damages any portion of the Work (other than start-up), including, without limitation, mechanical, electrical, plumbing, and other building systems, machinery, equipment, or other mechanical device, the Contractor shall cause such item to be restored to "like new" condition at no expense to the Owner.

12.1.2
If a portion of the Work has been covered that the Owner or Architect has not specifically requested to examine prior to its being covered, the Owner or Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

12.2 CORRECTION OF WORK

12.2.1
The Contractor shall promptly correct Work rejected by the Owner or Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

12.2.2 AFTER SUBSTANTIAL COMPLETION

.1 In addition to the Contractor's obligations under **Section 3.5**, if, within **one (1) year** after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under **Paragraph 9.9.1**, or by terms of an applicable special warranty required by the Contract Documents, any

of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so. The Owner shall give such notice promptly after discovery of the condition. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may, without prejudice to any other remedies, correct it in accordance with **Section 2.4** or file a claim with the surety of any applicable warranty bond.

.2 The **one (1)-year** period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

12.2.3

The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

12.2.4

The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

12.2.5

Nothing contained in this **Section 12.2** shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the **one (1)-year** period for correction of Work as described in **Paragraph 12.2.2** relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

12.3 ACCEPTANCE OF NONCONFORMING WORK

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13
MISCELLANEOUS PROVISIONS

13.1 GOVERNING LAW

The Contract shall be governed by the law of Williamson County, Texas.

13.2 SUCCESSORS AND ASSIGNS

The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Except as provided in the Contract Documents or by law, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

13.3 WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

13.4 RIGHTS AND REMEDIES

13.4.1

Except as expressly provided in the Contract Documents, duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

13.4.2

No action or failure to act by the Owner, Architect or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

13.5 TESTS AND INSPECTIONS

13.5.1

Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority. The Contractor shall give the Owner and Architect timely notice of when and where tests and inspections are to be made so that the Owner and Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals where building

codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

13.5.2
If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under **Paragraph 13.5.1**, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Owner and Architect of when and where tests and inspections are to be made so that the Owner and Architect may be present for such procedures.

13.5.3
If such procedures for testing, inspection or approval under **Paragraphs 13.5.1 and 13.5.2** reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure including those of repeated procedures and compensation for the Architect's services and expenses shall be at the Contractor's expense. The Contractor also agrees the cost of testing services related to remedial operations performed to correct deficiencies in the Work, shall be borne by the Contractor.

13.5.4
Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Owner and Architect.

13.5.5
If the Architect is to observe tests, inspections or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

13.5.6
Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

13.6 INTEREST
The rate of interest that accrues on an overdue payment is the rate in effect on September 1 of the fiscal year in which the payment becomes overdue. The rate in effect on September 1 is equal to the sum of:

13.6.1
one percent (1%); and

13.6.2

the prime rate as published in the Wall Street Journal on the **first (1st) day of July** of the preceding fiscal year that does not fall on a Saturday or Sunday pursuant to **Texas Government Code, §2251.025**.

13.7 TIME LIMITS ON CLAIMS

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the time limits provided by law. Nothing herein shall be construed as shortening the period of time Owner has for commencing claims to less than what is required by law.

13.8 APPLICATION TO SUBCONTRACTS

Any specific requirement in the Contract that the responsibilities or obligations of Contractor also apply to a Subcontractor is added for emphasis and are also hereby deemed to include a Subcontractor of any tier. The omission of a reference to a Subcontractor in connection with any of Contractor's responsibilities or obligations shall not be construed to diminish, abrogate or limit any responsibilities or obligations of a Subcontractor of any tier under the Contract Documents or the applicable subcontract.

13.9 GENERAL PROVISIONS

13.9.1

All personal pronouns used in the Contract, whether used in the masculine, feminine, or neuter gender, shall include all other genders; and the singular shall included the plural and vice versa. Titles of articles, sections, and paragraphs are for convenience only and neither limit nor amplify the provisions of the Contract. The use herein of the word "including," when following any general statement, term, or matter, shall not be construed to limit such statement, term, or matter to the specific items or matters set forth immediately following such word or to similar items or matters, whether or not non-limiting language (such words as "without limitation," or "but not limited to," or words of similar import) is used with reference thereto, but rather shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such general statement, term, or matter.

13.9.2

Wherever possible, each provision of this Contract shall be interpreted in a manner as to be effective and valid under applicable law. If, however, any provision of this Contract, or portion thereof, is prohibited by law or found invalid under any law, only such provision or portion thereof shall be ineffective, without in any manner invalidating or affecting the remaining provisions of this Contract or valid portions of such provision, which are hereby deemed servable.

13.10 NO ORAL WAIVER

The Provisions of the Contract Documents shall not be changed, amended, waived, or otherwise modified in any respect except by a writing signed by Owner. No person is authorized on behalf of Owner to orally change, amend, waive, or otherwise modify the terms of the Contract Documents or any of the Contractor's duties or obligations under or arising out of the Contract Documents. Any change, waiver, approval, or consent granted to the Contractor shall be limited to the specific matters stated in the writing signed by Owner, and shall not relieve Contractor of any other of the duties and obligations under the Contract Documents. No "constructive" changes shall be allowed.

13.11 TEXAS PUBLIC INFORMATION ACT

To the extent, if any, that any provision in the Contract Documents is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that Owner, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any information or data furnished to Owner whether or not the same are available to the public. It is further understood that Owner, its officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Owner, its officers and employees shall have no liability or obligation to Contractor for the disclosure to the public, or to any person or persons, of any software or a part thereof, or other items or data furnished to Owner by Contractor in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

13.12 EQUAL OPPORTUNITY IN EMPLOYMENT

The Contractor agrees that during the performance of the Contract it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Parties will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship.

ARTICLE 14
TERMINATION OR SUSPENSION OF THE CONTRACT

14.1 TERMINATION BY THE CONTRACTOR

14.1.1

The Contractor may terminate the Contract if the Work is stopped for a period of **ninety (90) consecutive days** through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing

portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

.1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;

.2 An act of government, such as a declaration of national emergency that requires all Work to be stopped; or

.3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in **Paragraph 9.4.1**, or because the Owner has not made payment on an undisputed Certificate for Payment within the time stated in the Contract Documents.

14.1.2

The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in **Section 14.3** constitute in the aggregate more than **one hundred percent (100%)** of the total number of days scheduled for completion, or **one hundred twenty (120) days** in any **three hundred sixty-five (365)-day** period, whichever is less.

14.1.3

If one of the reasons described in **Paragraph 14.1.1 or 14.1.2** exists, the Contractor may, upon **thirty (30) business days** written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

14.2 TERMINATION BY THE OWNER FOR CAUSE

14.2.1

The Owner may terminate the Contract if the Contractor

.1 fails to commence the Work in accordance with the provisions of the Contract,

.2 fails to prosecute the Work to completion thereof in a diligent, efficient, timely, workmanlike, skillful and careful manner and in strict accordance with the provisions of the Contract,

.3 fails to use an adequate amount or quality of personnel or equipment to complete the Work without undue delay,

.4 fails to perform any of its obligations under the Contract,

.5 fails to make prompt payments when due to its Subcontractors and Suppliers, or as required by **Texas Government Code, Chapter 2251**,

.6 files any petition or other pleading seeking any relief under any provisions of the Federal Bankruptcy Act, as amended, or any other federal or state statute or law providing for reorganization of debts or other relief from creditors, permits a receiver or other person to be appointed on account of its insolvency or financial condition, or becomes insolvent,

.7 creates any situation or state of facts which would authorize or permit an involuntary petition in bankruptcy to be filed against Contractor, or

.8 has not met or in Owner's opinion will not meet the dates of Substantial Completion set forth in the Contract Documents.

14.2.2
When any of the above reasons exist, the Owner, in its sole and absolute discretion, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, **thirty (30) calendar days** written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

.1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;

.2 Accept assignment of subcontracts pursuant to **Section 5.4**; and

.3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

14.2.3
When the Owner terminates the Contract for one of the reasons stated in **Paragraph 14.2.1**, the Contractor shall not be entitled to receive further payment until the Work is finished. In the event that a final decision under **Article 15**, below, is rendered that sufficient cause did not exist for termination under this **Section 14.2**, then the termination shall be considered a termination for convenience, under **Section 14.4**, below.

14.2.4
If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages and costs incurred by the Owner in finishing the Work and not expressly waived,

such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner.

14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

14.3.1
The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

14.3.2
The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in **Paragraph 14.3.1**. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

.1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or

.2 that an equitable adjustment is made or denied under another provision of the Contract.

14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

14.4.1
The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

14.4.2
Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

.1 cease operations as directed by the Owner in the notice;

.2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and

.3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

14.4.3
Upon such termination, the Contractor shall recover the amounts provided in **Paragraph 12.1.3** of the Contract.

ARTICLE 15
CLAIMS AND DISPUTES

15.1 CLAIMS

15.1.1 DEFINITION

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

15.1.2 NOTICE OF CLAIMS

Claims for events arising during the performance of the Work by Contractor must be initiated by written notice to the other party with a copy sent to the Owner; provided, however, that the claimant shall use its best efforts to furnish the other party, as expeditiously as possible, with notice of any Claim including, without limitation, those in connection with concealed or unknown conditions, once such claim is recognized, and shall take steps to mitigate the alleged or potential damages, delay, or other adverse consequences arising out of the condition that is the cause of such a Claim. Claims by Contractor must be initiated within **ten (10) business days** after occurrence of the event giving rise to such Claim or within **ten (10) business days** after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Claims may also be reserved in writing within the time limits set forth in this **Paragraph 15.1.2**. Any notice of Claim or reservation of Claim must clearly identify the alleged cause and the nature of the Claim and include data and information available to the claimant that will facilitate prompt verification and evaluation of the Claim.

15.1.3 CONTINUING CONTRACT PERFORMANCE

Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in **Section 9.7** and **Article 14**, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. The Architect will prepare Change Orders and issue Certificates for Payment in accordance with the Contract Documents.

15.1.4 CLAIMS FOR ADDITIONAL COST

If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under **Section 10.4**.

15.1.5 CLAIMS FOR ADDITIONAL TIME

.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction.

15.2 MEDIATION

15.2.1
Claims, disputes, or other matters in controversy arising out of or related to the Contract except those waived shall be subject to mediation as a condition precedent to seeking redress in a court of competent jurisdiction.

15.2.2
The parties shall endeavor to resolve their Claims by mediation, which shall consist of a single mediator who is knowledgeable about the subject matter of the Contract. A request for mediation shall be made in writing, delivered to the other party to the Contract.

15.2.3
The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Williamson County, Texas. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

15.2.4
All disputes not resolved through mediation shall be decided in litigation in Williamson County, Texas.

15.2.5 NO WAIVER OF IMMUNITY
Nothing in the Contract Documents shall be deemed to waive, modify or amend any legal defense available at law or in equity to Owner, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Owner does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

G2 CSi
General Contractor

---- Proposal----

TIPS 211001

11/7/2022

TEL: (512)688-5725 Fax: (512)688-5724

Submitted to Dwayne Gossett (Project Manager)
Company: Williamson County
Phone:512-943-1611
Job Title: Williamson County Training Facility Renovation and installation of Quick Turn 360 Target System Proposal
Job Locations: Sheriffs Range 8160 Chandler Road Hutto, TX 78634

Scope of Work:

1. Bid to include, build new backstop with cement block 55' X 15' X 15 open at one end. New cement pad inside of new backstop reinforced 4" thick with wire mesh 55' X 15' X 4". 20,000 lb 5/8" to 7/8" rubber media. Quick turn 360 target system with computer and pad control. All shipping and equipment are included.

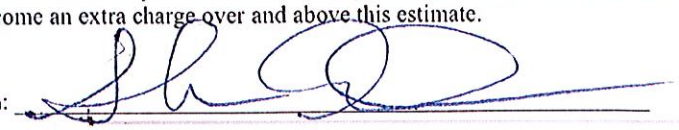
   Bid is to include all material and labor necessary to complete the scope as per these details above.

We propose hereby to furnish material and labor necessary to complete the base bid project in accordance with the above specifications, for the sum of $**250,000.00** Two hundred fifty thousand dollars and 00/100*****

*** TIPS, Facilities Connect, and Bonding is included in the total.**

- **Once given the approval G2 CSi will proceed with the final TIPS compliance procedures.**

Feel free to contact Shane Gibson with any questions, or comments regarding the scope of this proposal. All work is to be completed in a workmanlike manner according to standard practices. Any alteration, or deviation from the above specifications involving extra cost will be executed only upon written approval and will become an extra charge over and above this estimate.

Shane Gibson: 

3303 Shell Road, Suite 4 Georgetown, TX 78628
Email: sales@g2csinc.com **Fax:** 512.688.5724 **Tel:** 512.688.5725
G2 Construction Services, Inc.

Commissioners Court - Regular Session **51.**

Meeting Date: 01/17/2023

Receive the January 2023 Construction Summary Report and PowerPoint Presentation

Submitted By: Marie Walters, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Receive the January 2023 Construction Summary Report and PowerPoint Presentation

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

January 2023 Construction Summary Report

January 2023 PowerPoint Presentation

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	01/12/2023 11:53 AM
Form Started By: Marie Walters		Started On: 01/12/2023 09:59 AM
Final Approval Date: 01/12/2023		

ROAD BOND PROGRAM

Construction Summary Report

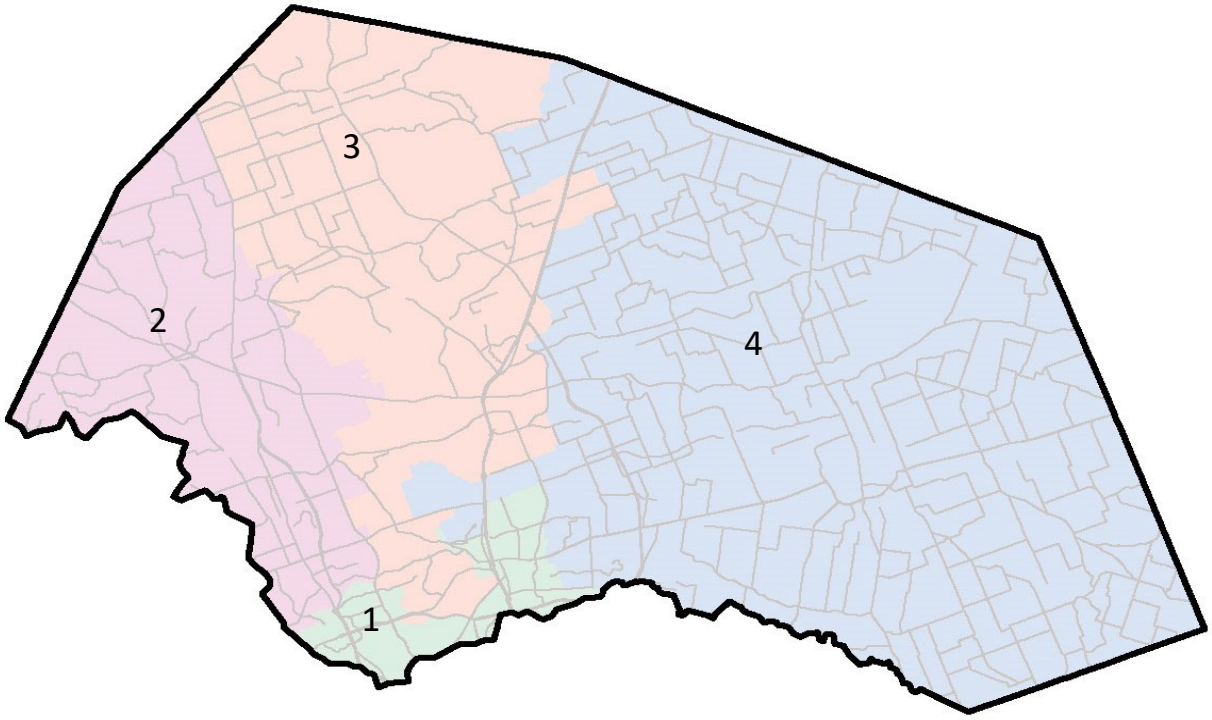
County Judge
Bill Gravell, Jr.

Commissioners
Terry Cook
Cynthia Long
Valerie Covey
Russ Boles

January 2023

WWW.ROADBOND.ORG

Volume XXII - Issue No.1



Presented By: HNTB

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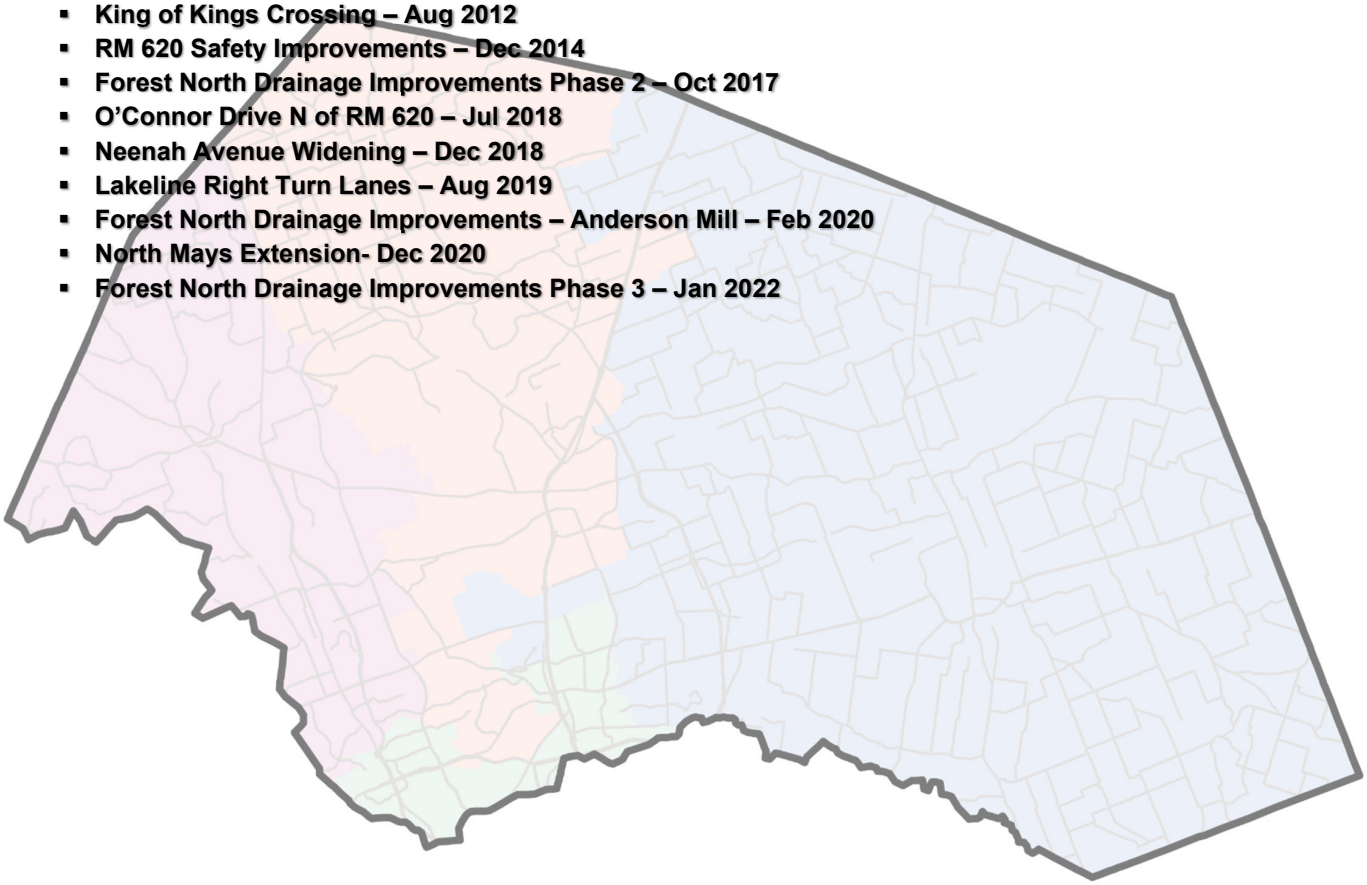
WILLIAMSON COUNTY
ROAD BOND PROGRAM

COMPLETED PROJECTS

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

Precinct 1

- **Pond Springs Road (signal) – Apr 2002**
- **McNeil Road, Phase 1 – Jan 2005**
- **McNeil Road, Phase 2 – Feb 2007**
- **RM 620, Phase 1 – Jan 2009**
- **Pond Springs Road – Sep 2010**
- **County Road 174 at Brushy Creek – Jun 2011**
- **O'Connor Drive Extension – Apr 2012**
- **King of Kings Crossing – Aug 2012**
- **RM 620 Safety Improvements – Dec 2014**
- **Forest North Drainage Improvements Phase 2 – Oct 2017**
- **O'Connor Drive N of RM 620 – Jul 2018**
- **Neenah Avenue Widening – Dec 2018**
- **Lakeline Right Turn Lanes – Aug 2019**
- **Forest North Drainage Improvements – Anderson Mill – Feb 2020**
- **North Mays Extension- Dec 2020**
- **Forest North Drainage Improvements Phase 3 – Jan 2022**



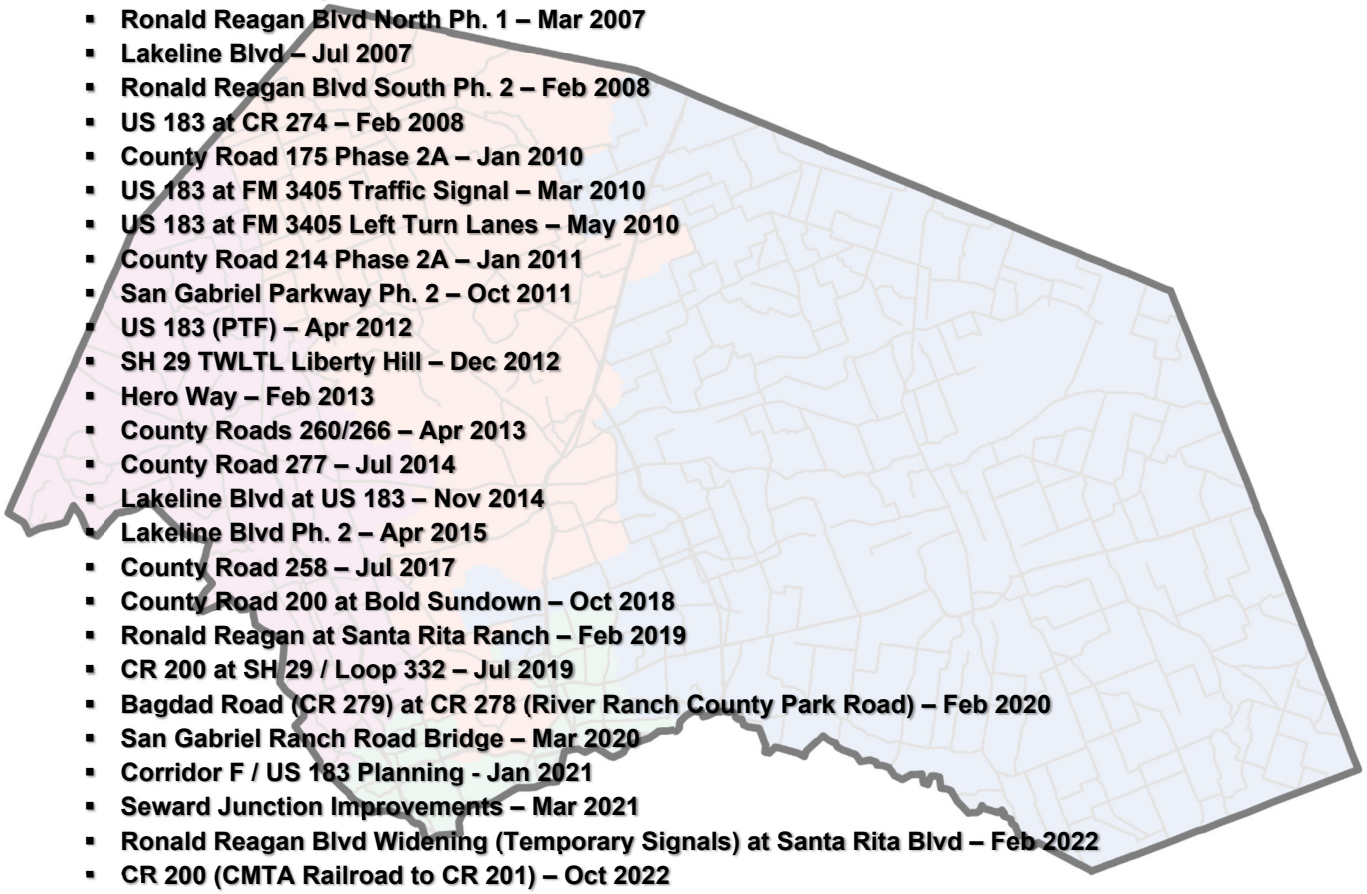
WILLIAMSON COUNTY
ROAD BOND PROGRAM

COMPLETED PROJECTS

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

Precinct 2

- **RM 1869 at SH 29 (signal) – Aug 2002**
- **River Bend Oaks – Feb 2003**
- **County Road 175 – Jun 2003**
- **County Road 200 – Sep 2003**
- **Ronald Reagan Blvd, South Ph. 1 – Dec 2004**
- **County Road 214 – Feb 2005**
- **County Road 258 – Sep 2006**
- **San Gabriel Pkwy, Ph. 1 – Feb 2007**
- **Ronald Reagan Blvd North Ph. 1 – Mar 2007**
- **Lakeline Blvd – Jul 2007**
- **Ronald Reagan Blvd South Ph. 2 – Feb 2008**
- **US 183 at CR 274 – Feb 2008**
- **County Road 175 Phase 2A – Jan 2010**
- **US 183 at FM 3405 Traffic Signal – Mar 2010**
- **US 183 at FM 3405 Left Turn Lanes – May 2010**
- **County Road 214 Phase 2A – Jan 2011**
- **San Gabriel Parkway Ph. 2 – Oct 2011**
- **US 183 (PTF) – Apr 2012**
- **SH 29 TWLTL Liberty Hill – Dec 2012**
- **Hero Way – Feb 2013**
- **County Roads 260/266 – Apr 2013**
- **County Road 277 – Jul 2014**
- **Lakeline Blvd at US 183 – Nov 2014**
- **Lakeline Blvd Ph. 2 – Apr 2015**
- **County Road 258 – Jul 2017**
- **County Road 200 at Bold Sundown – Oct 2018**
- **Ronald Reagan at Santa Rita Ranch – Feb 2019**
- **CR 200 at SH 29 / Loop 332 – Jul 2019**
- **Bagdad Road (CR 279) at CR 278 (River Ranch County Park Road) – Feb 2020**
- **San Gabriel Ranch Road Bridge – Mar 2020**
- **Corridor F / US 183 Planning - Jan 2021**
- **Seward Junction Improvements – Mar 2021**
- **Ronald Reagan Blvd Widening (Temporary Signals) at Santa Rita Blvd – Feb 2022**
- **CR 200 (CMTA Railroad to CR 201) – Oct 2022**



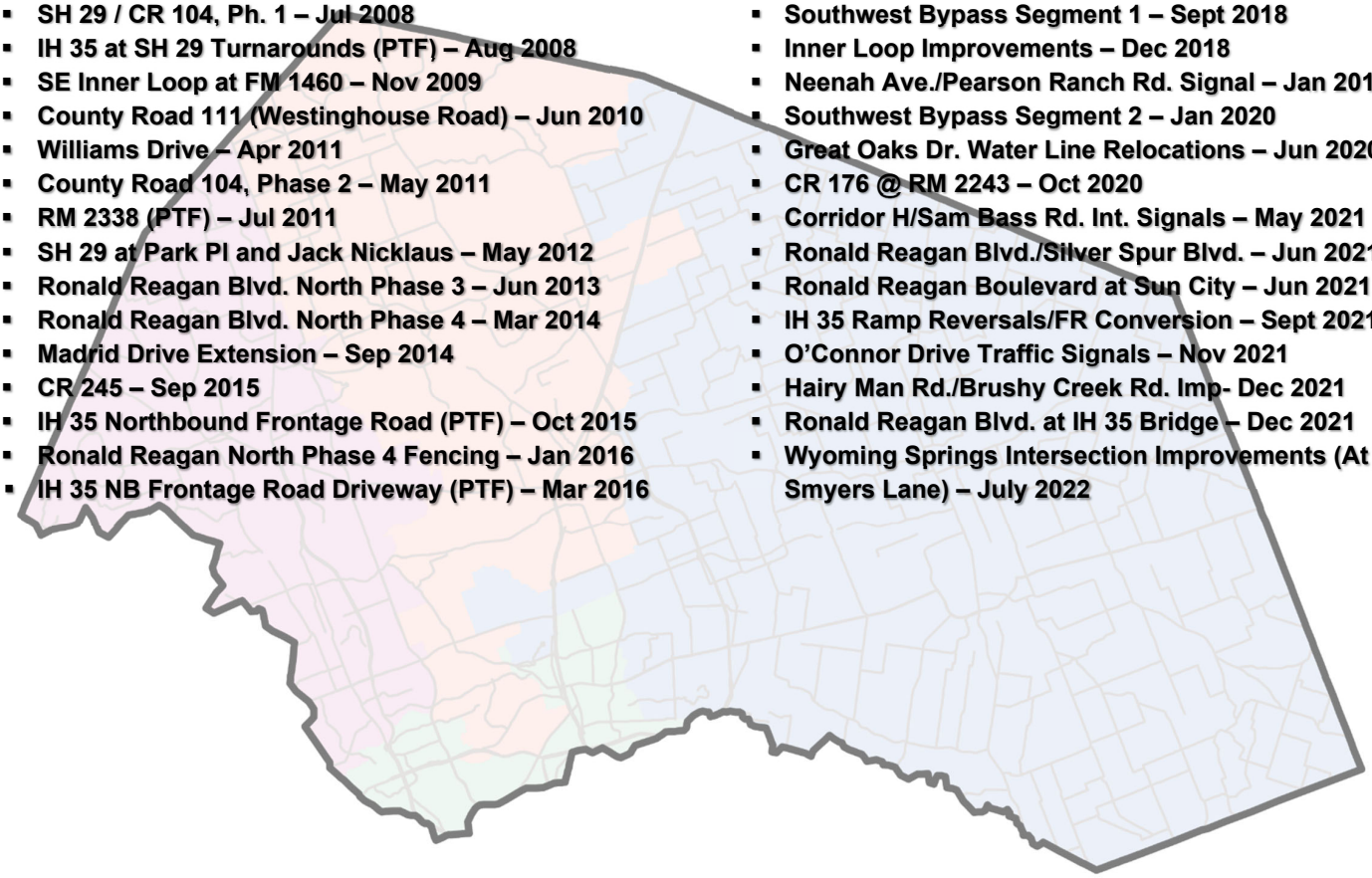
WILLIAMSON COUNTY
ROAD BOND PROGRAM

COMPLETED PROJECTS

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

Precinct 3

- Cedar Hollow at SH 29 (signal) – Aug 2002
- Georgetown Inner Loop Project 2 – Aug 2003
- Georgetown Inner Loop Project 1 – Jun 2004
- Georgetown Inner Loop East Extension – Sep 2004
- County Road 152 Bridge Replacement – Sep 2004
- Inner Loop East (CR 151 to Bus 35) – Oct 2005
- Ronald Reagan Blvd North, Ph. 2 – May 2008
- 12" Water Main Relo. for SH 29 Widening – Jun 2008
- SH 29 / CR 104, Ph. 1 – Jul 2008
- IH 35 at SH 29 Turnarounds (PTF) – Aug 2008
- SE Inner Loop at FM 1460 – Nov 2009
- County Road 111 (Westinghouse Road) – Jun 2010
- Williams Drive – Apr 2011
- County Road 104, Phase 2 – May 2011
- RM 2338 (PTF) – Jul 2011
- SH 29 at Park Pl and Jack Nicklaus – May 2012
- Ronald Reagan Blvd. North Phase 3 – Jun 2013
- Ronald Reagan Blvd. North Phase 4 – Mar 2014
- Madrid Drive Extension – Sep 2014
- CR 245 – Sep 2015
- IH 35 Northbound Frontage Road (PTF) – Oct 2015
- Ronald Reagan North Phase 4 Fencing – Jan 2016
- IH 35 NB Frontage Road Driveway (PTF) – Mar 2016
- Southwest Bypass Driveways – Aug 2016
- RM 2243 at Escalera Right Intersection – Aug 2016
- SH 29 at Cedar Hollow Right Int. Imp. – Aug 2016
- Southwest Bypass Access Route – Jul 2017
- Pearson Ranch Road – Oct 2017
- Arterial H Extension Phase I– Feb 2018
- Relo. of Williamson County Regional WL – Apr 2018
- RM 620 Phase 2 – Jul 2018
- Southwest Bypass Segment 1 – Sept 2018
- Inner Loop Improvements – Dec 2018
- Neenah Ave./Pearson Ranch Rd. Signal – Jan 2019
- Southwest Bypass Segment 2 – Jan 2020
- Great Oaks Dr. Water Line Relocations – Jun 2020
- CR 176 @ RM 2243 – Oct 2020
- Corridor H/Sam Bass Rd. Int. Signals – May 2021
- Ronald Reagan Blvd./Silver Spur Blvd. – Jun 2021
- Ronald Reagan Boulevard at Sun City – Jun 2021
- IH 35 Ramp Reversals/FR Conversion – Sept 2021
- O'Connor Drive Traffic Signals – Nov 2021
- Hairy Man Rd./Brushy Creek Rd. Imp- Dec 2021
- Ronald Reagan Blvd. at IH 35 Bridge – Dec 2021
- Wyoming Springs Intersection Improvements (At Smyers Lane) – July 2022



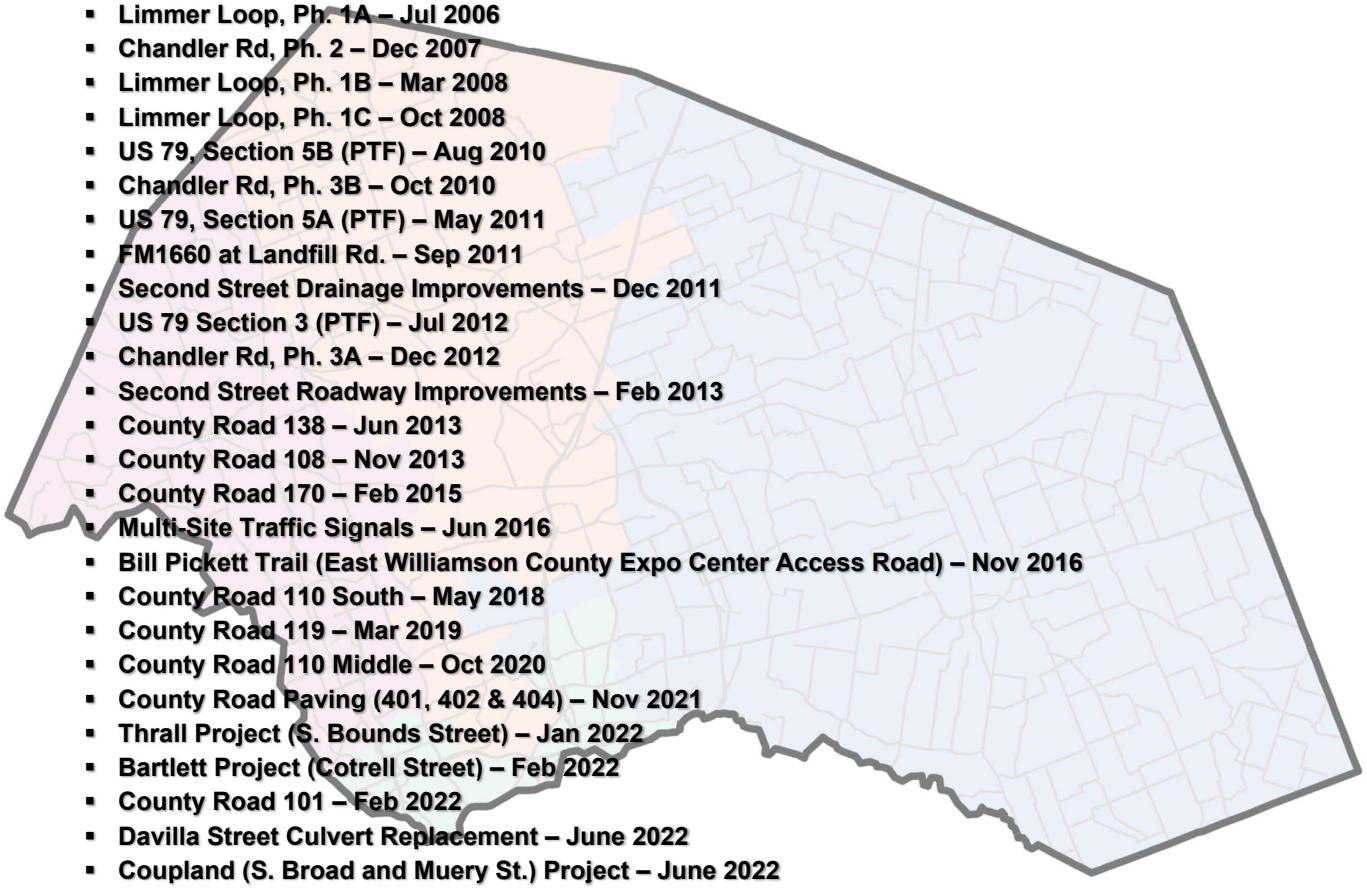
WILLIAMSON COUNTY
ROAD BOND PROGRAM

COMPLETED PROJECTS

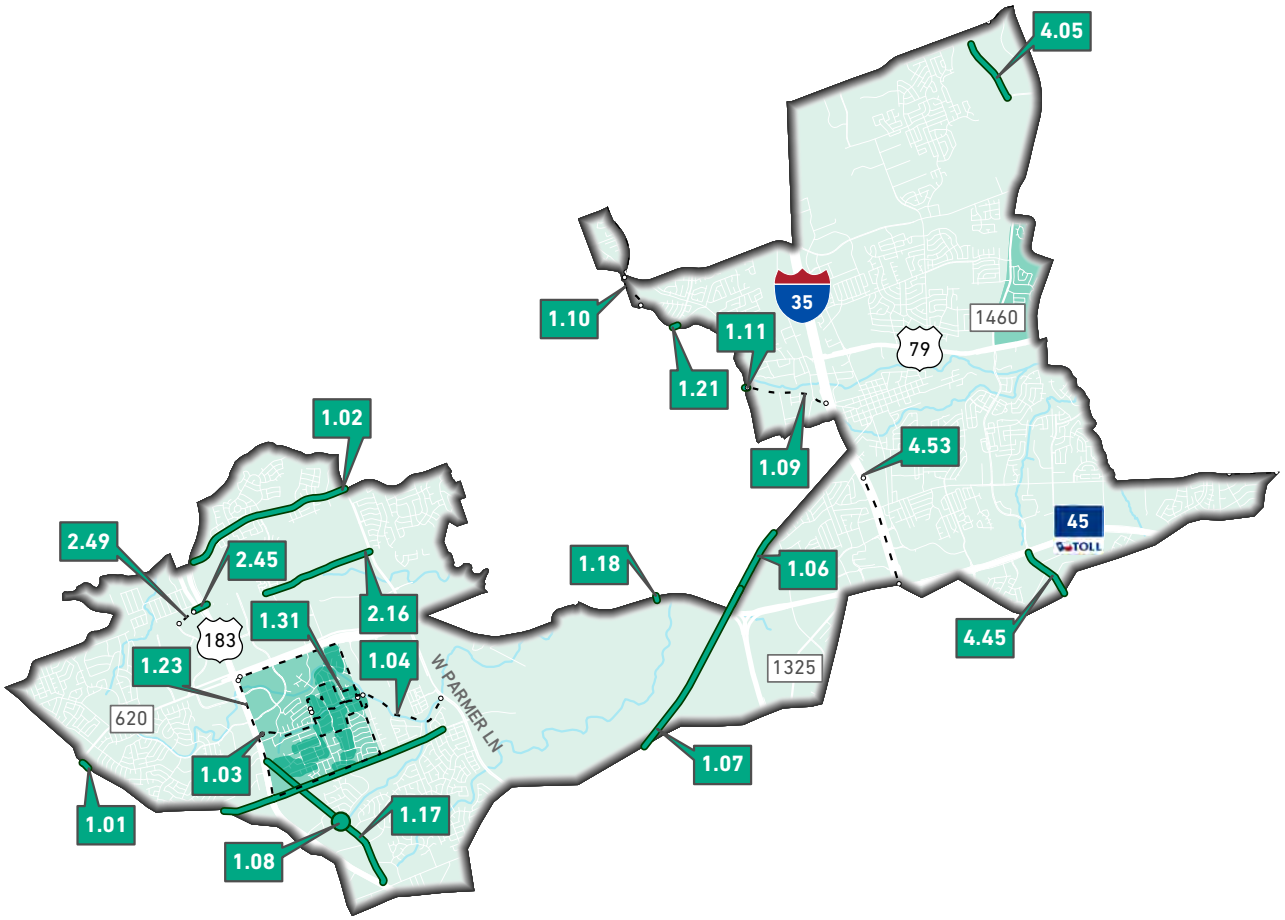
CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF DECEMBER 2022

Precinct 4

- **Bridge Replacements (CR 390, 406 & 427) – Nov 2002**
- **County Road 368 and 369 – Nov 2002**
- **County Road 412 – Aug 2003**
- **County Road 300 and 301 – Dec 2003**
- **County Road 424 Bridge Replacement – Jan 2004**
- **Chandler Rd. Extension, Ph. 1 – Mar 2005**
- **County Road 112, Ph. 1 – Aug 2005**
- **County Road 137 – Oct 2005**
- **Limmer Loop, Ph. 1A – Jul 2006**
- **Chandler Rd, Ph. 2 – Dec 2007**
- **Limmer Loop, Ph. 1B – Mar 2008**
- **Limmer Loop, Ph. 1C – Oct 2008**
- **US 79, Section 5B (PTF) – Aug 2010**
- **Chandler Rd, Ph. 3B – Oct 2010**
- **US 79, Section 5A (PTF) – May 2011**
- **FM1660 at Landfill Rd. – Sep 2011**
- **Second Street Drainage Improvements – Dec 2011**
- **US 79 Section 3 (PTF) – Jul 2012**
- **Chandler Rd, Ph. 3A – Dec 2012**
- **Second Street Roadway Improvements – Feb 2013**
- **County Road 138 – Jun 2013**
- **County Road 108 – Nov 2013**
- **County Road 170 – Feb 2015**
- **Multi-Site Traffic Signals – Jun 2016**
- **Bill Pickett Trail (East Williamson County Expo Center Access Road) – Nov 2016**
- **County Road 110 South – May 2018**
- **County Road 119 – Mar 2019**
- **County Road 110 Middle – Oct 2020**
- **County Road Paving (401, 402 & 404) – Nov 2021**
- **Thrall Project (S. Bounds Street) – Jan 2022**
- **Bartlett Project (Cotrell Street) – Feb 2022**
- **County Road 101 – Feb 2022**
- **Davilla Street Culvert Replacement – June 2022**
- **Coupland (S. Broad and Muery St.) Project – June 2022**
- **CR 404 Hutto Water Line Realignment – Sept 2022**



2000/2006 Road Bond Program Projects
Precinct 1 - Commissioner Cook

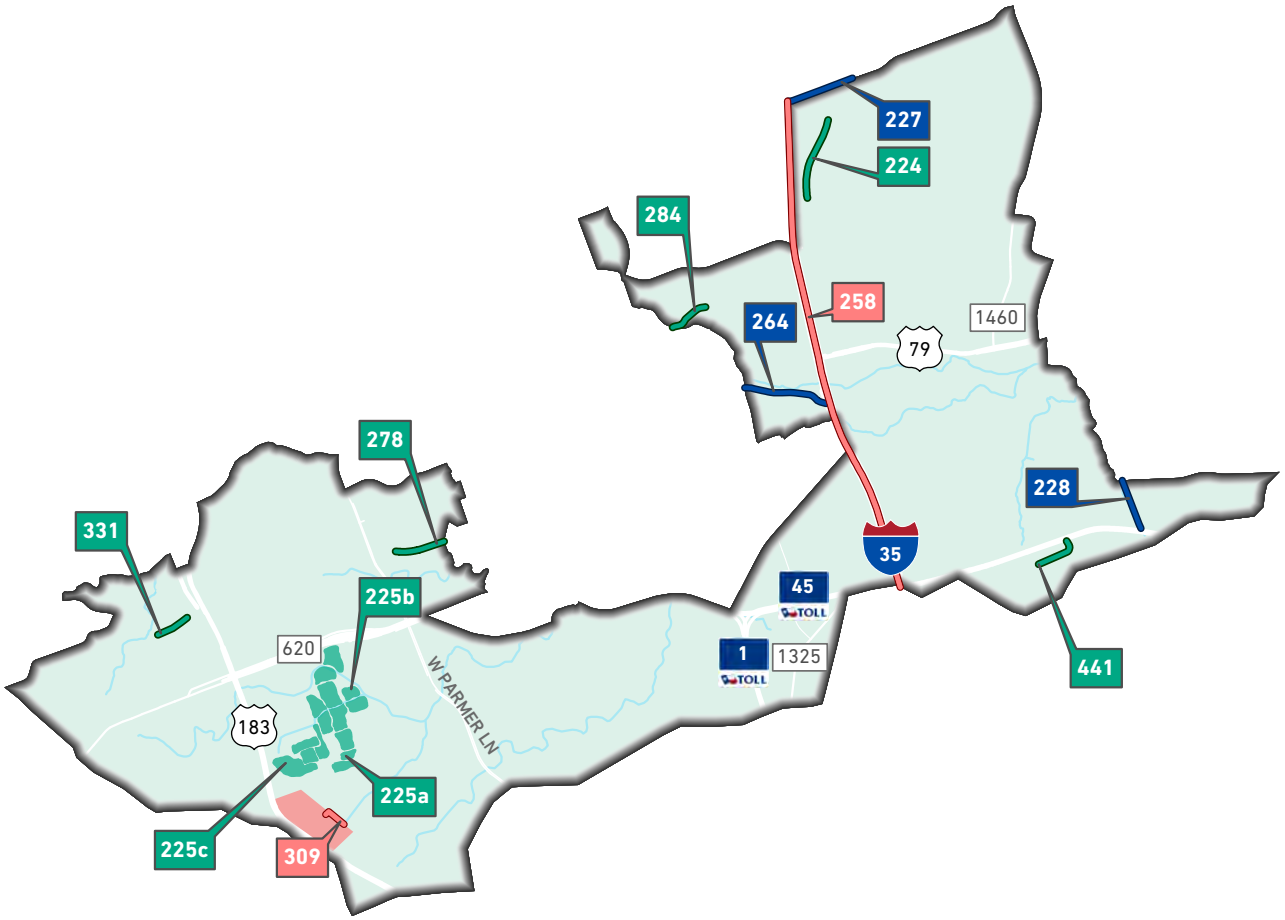


Completed/Open to Traffic

1.01 Anderson Mill Rd.
1.02 Avery Ranch Blvd. (183 to Parmer Lane)
1.03 Lake Creek Drainage - Phase 1
1.04 Lake Creek Drainage - Phase 2
1.06 McNeil Road - Phase 1
1.07 McNeil Road - Phase 2
1.08 Pond Springs at Turtle Rock Signal
1.09 RM 620 Feasibility
1.10 Wyoming Springs North
1.11 RM 620 Interim Improvements - Phase 1
1.17 Pond Springs Road
1.18 O'Connor Overpass at SH 45
1.21 CR 174 (Hairy Man Rd.) Bridge Rail Rehab
1.23 Forest North Drainage Improvements - Phase 1
1.31 Forest North Drainage Improvements - Phase 2
1.31 Forest North Drainage Improvements - Phase 3
2.16 Lakeline Blvd. (Lyndhurst to Parmer Lane)
2.45 Lakeline Blvd. at US 183
2.49 Lakeline Blvd. Right Turn Lanes
4.05 CR 112 - Phase 1
4.45 CR 170
4.53 IH 35 Operational Analysis

Study

2013 ROAD BOND PROGRAM PROJECTS
Precinct 1 - Commissioner Cook



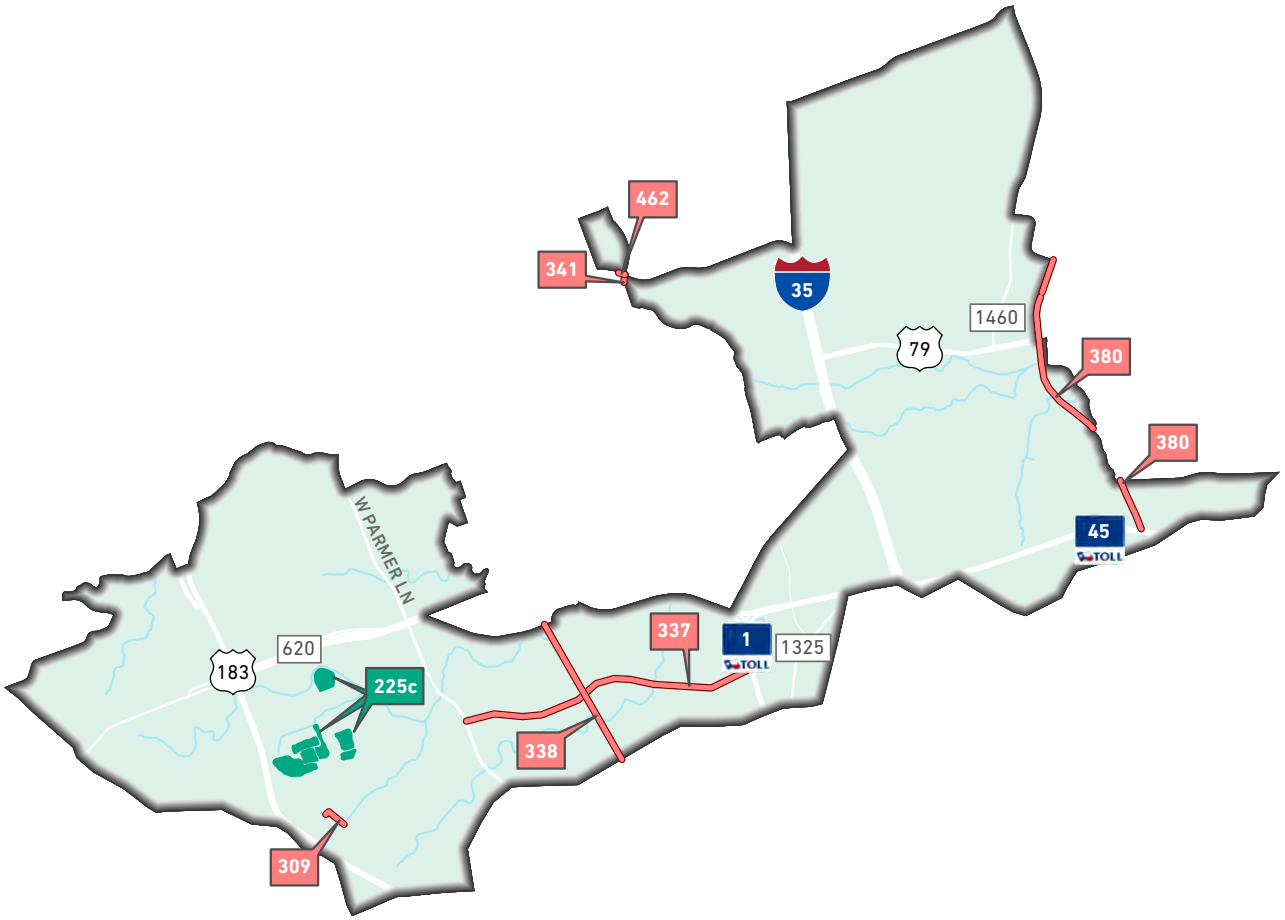
In Design
258 IH 35 Corridor Operational Analysis (SH 45 to RM 1431)
309 Pond Springs Road Area Drainage Improvements (Pond Springs Road area)

Under Construction/Bidding
227 University Boulevard Widening (IH 35 to Sunrise Road)
228 Kenney Fort Boulevard Segments 2 and 3 (Forest Creek Boulevard to SH 45)
264 RM 620 at Railroad / Chisholm Trail (IH 35 Frontage Road to Deep Wood Drive)

Completed/Open to Traffic
224 North Mays Extension (Paloma Drive to Oakmont Drive)
225a Forest North Drainage Improvements Anderson Mill Zone
225b Forest North Drainage Improvements Phase 2
225c Forest North Drainage Improvements Phase 3 (Design)
278 Neenah Avenue Widening (Olive Hill Drive to 0.5 miles east of Olive Hill Drive)
284 Hairy Man Road/Brushy Creek Road Safety Improvements (Brushy Bend to Sam Bass Road)
331 Lakeline Boulevard Right Turn Lanes
441 Roundville Lane (A.W. Grimes Boulevard to EBFR of SH 45)

Study

2019 ROAD BOND PROGRAM PROJECTS
Precinct 1 - Commissioner Cook



In Design
309 Pond Springs Road Area Drainage Improvements
337 Anderson Mill Road (FM734-Loop1)
338 RM 620/SH 45 intersection to McNeil Road
341 Wyoming Springs Extension (Brightwater Boulevard/Creek Bend to Sam Bass Road)
380 MoKan (University Boulevard to SH 45)
462 Corridor H/Sam Bass Road (RM 1431 to Wyoming Springs Drive)

Completed/Open to Traffic
225c Forest North Drainage Improvements Phase 3

Study

North Mays Street Extension Phase 1 (Paloma Drive to Oakmont Drive)
Project No. 1810-265

Original Contract Price = $10,775,835.75

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
11/14/2018	12/4/2018	1/18/2019	1/28/2019	12/16/2020			410	279	689

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	1/28/2019	1/31/2019	4	$523,139.40	$523,139.40	$58,126.60	$58,126.60	5	1
2	2/1/2019	2/28/2019	28	$2,584.80	$525,724.20	$287.20	$58,413.80	5	5
3	3/1/2019	4/30/2019	61	$102,281.40	$628,005.60	$11,364.60	$69,778.40	6	13
4	5/1/2019	5/31/2019	31	$593,318.74	$1,221,324.34	$65,924.30	$135,702.70	12	18
5	6/1/2019	6/30/2019	30	$188,661.93	$1,409,986.27	$20,962.44	$156,665.14	13	22
6	7/1/2019	7/31/2019	31	$590,007.31	$1,999,993.58	$65,556.37	$222,221.51	19	27
7	8/1/2019	8/31/2019	31	$628,396.35	$2,628,389.93	$69,821.82	$292,043.33	25	31
8	9/1/2019	9/30/2019	30	$2,393,911.61	$5,022,301.54	$265,990.17	$558,033.50	47	36
9	10/1/2019	10/31/2019	31	$724,961.48	$5,747,263.02	$80,551.28	$638,584.78	54	40
10	11/1/2019	11/30/2019	30	$378,890.89	$6,126,153.91	$42,098.99	$680,683.77	58	45
11	12/1/2019	12/31/2019	31	$341,316.16	$6,467,470.07	$37,924.02	$718,607.79	61	49
12	1/1/2020	1/31/2020	31	$258,548.22	$6,726,018.29	$28,727.58	$747,335.37	64	54
13	2/1/2020	2/29/2020	29	$191,886.33	$6,917,904.62	$21,320.70	$768,656.07	65	58
14	3/1/2020	3/31/2020	31	$176,371.44	$7,094,276.06	$19,596.83	$788,252.90	67	62
15	4/1/2020	4/30/2020	30	$395,476.16	$7,489,752.22	$43,941.79	$832,194.69	71	67
16	5/1/2020	5/31/2020	31	$277,797.27	$7,767,549.49	$30,866.36	$863,061.05	73	71
17	6/1/2020	6/30/2020	30	$385,340.38	$8,152,889.87	$42,815.60	$905,876.65	77	75
18	7/1/2020	7/31/2020	31	$418,604.43	$8,571,494.30	$46,511.61	$952,388.26	81	80
19	8/1/2020	8/31/2020	31	$202,731.51	$8,774,225.81	$22,525.72	$974,913.98	83	84
20	9/1/2020	9/30/2020	30	$117,670.32	$8,891,896.13	$13,074.48	$987,988.46	84	89
21	10/1/2020	10/31/2020	31	$305,827.52	$9,197,723.65	$33,980.83	$1,021,969.29	87	93
22	11/1/2020	11/30/2020	30	$190,635.28	$9,388,358.93	$21,181.70	$1,043,150.99	89	98
23	12/1/2020	12/31/2020	16	$338,985.41	$9,727,344.34	$37,665.05	$1,080,816.04	92	100
24	1/1/2021	2/28/2021	0	$165,603.43	$9,892,947.77	$18,400.38	$1,099,216.42	94	100
25	3/1/2021	5/31/2021	0	$1,535,933.64	$11,428,881.41	-$1,099,216.42	$0.00	97	100
26	6/1/2021	12/31/2021	0	$18,800.00	$11,447,681.41	$0.00	$0.00	97	100
27	1/1/2022	5/31/2022	0	$264,978.20	$11,712,659.61	$0.00	$0.00	100	100

12/31/2022 Comments - The City of Round Rock and Oncor are coordinating power to the lights.

Change Order Number	Approved	Cost This CO	Total COs
01	5/5/2020	$0.00	$0.00

4B: Third Party Accommodation. Third party requested work. This Change Order modifies the contract to require that Chandler Creek, LP, a Delaware limited partnership (collectively referred to as "Seller") be an additional insured to Capital Excavation's (Contractor) commercial general liability (CGL) insurance policy and to their commercial auto liability (Auto Liability) insurance policy. Adding the Seller to the Contractor's insurance was in the terms and conditions of the Real Estate Contract between the Chandler Creek, LP and Williamson County. The Real Estate Contract was finalized after the plans were completed.

Change Order Number	Approved	Cost This CO	Total COs
02	5/5/2020	$24,898.11	$ 24,898.11

3F: County Convenience. Additional work desired by the County. This Change Order compensates the Contractor for modifications to Driveway #1 that include raising the elevation of the driveway to match the current driveway, improving the driveway by adding 6" of flex base to the pavement section, and using higher strength concrete. The driveway elevation was maintained to minimize the impact of flooding on the driveway access. The improvements were necessary due to the high volume of heavy truck and trailer traffic that uses the driveway.

Change Order Number	Approved	Cost This CO	Total COs
03	10/6/2020	$67,872.45	$ 92,770.56

3F: County Convenience. Additional work desired by the County. This Change Order compensates the Contractor for adding electronic portable changeable message boards to provide advance notification of the closure of North Mays, from Jeffery Way to Paloma Drive. The Change Order also adds compensation for the removal of the City of Round Rock Public Safety Training Center sign. Electrical ground boxes and installation of illumination on the Chandler Branch bridge will be added at the request of Oncor.

Change Order Number	Approved	Cost This CO	Total COs
04	10/6/2020	$21,002.40	$ 113,772.96

1A: Design Error or Omission. Incorrect PS&E. This Change Order adds a 24” encasement to the relocation of the new City of Round Rock 12” Water Line A that crosses the roadway at the north end of the project. The installation of the water line was included in the plans, but the encasement was not. The encasement is required to protect the water line under the roadway.

Change Order Number	Approved	Cost This CO	Total COs
05	2/23/2021	$194,528.81	$ 308,301.77

2G: Unadjusted utility (unforeseeable). This Change Order adds various changes to the project, including the additional cost of hauling embankment material due to delays in the relocation of existing utilities. 3F: Additional work desired by the County. Pay items were added for electronic changeable message boards that have been used during road closures at the south end of the project, a driveway on North Mays Street north of the City of Round Rock Public Safety Training Center, and traffic control devices that were added at the northbound lane drop transition at the north end of the project. 2E: Differing Site Conditions (unforeseeable). This Change Order also includes adjustment of existing water valve risers, a manhole in the North Mays Street and Paloma Drive intersection, and a wall along the sidewalk in front of the City of Round Rock Public Safety Training Center.

Change Order Number	Approved	Cost This CO	Total COs
6	3/23/2021	$364,733.96	$ 673,035.73

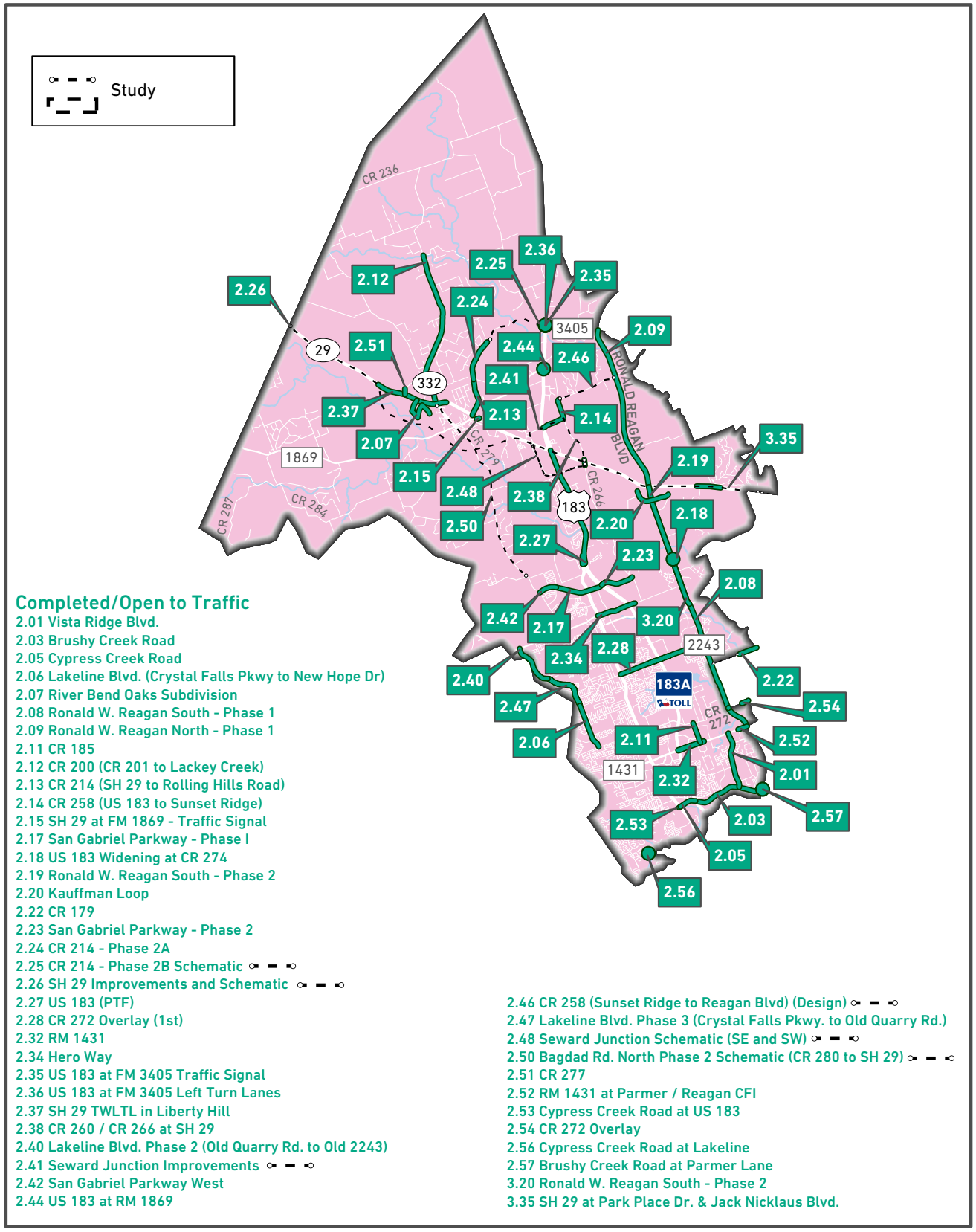
6C: Untimely ROW/Utilities. Utilities not clear. This Change Order adds a pay item to compensate the Contractor for extended project overhead costs caused by delays to the utility relocation.

Change Order Number	Approved	Cost This CO	Total COs
7	4/12/2022	$302,109.20	$ 975,144.93

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

Adjusted Price = $11,750,980.68

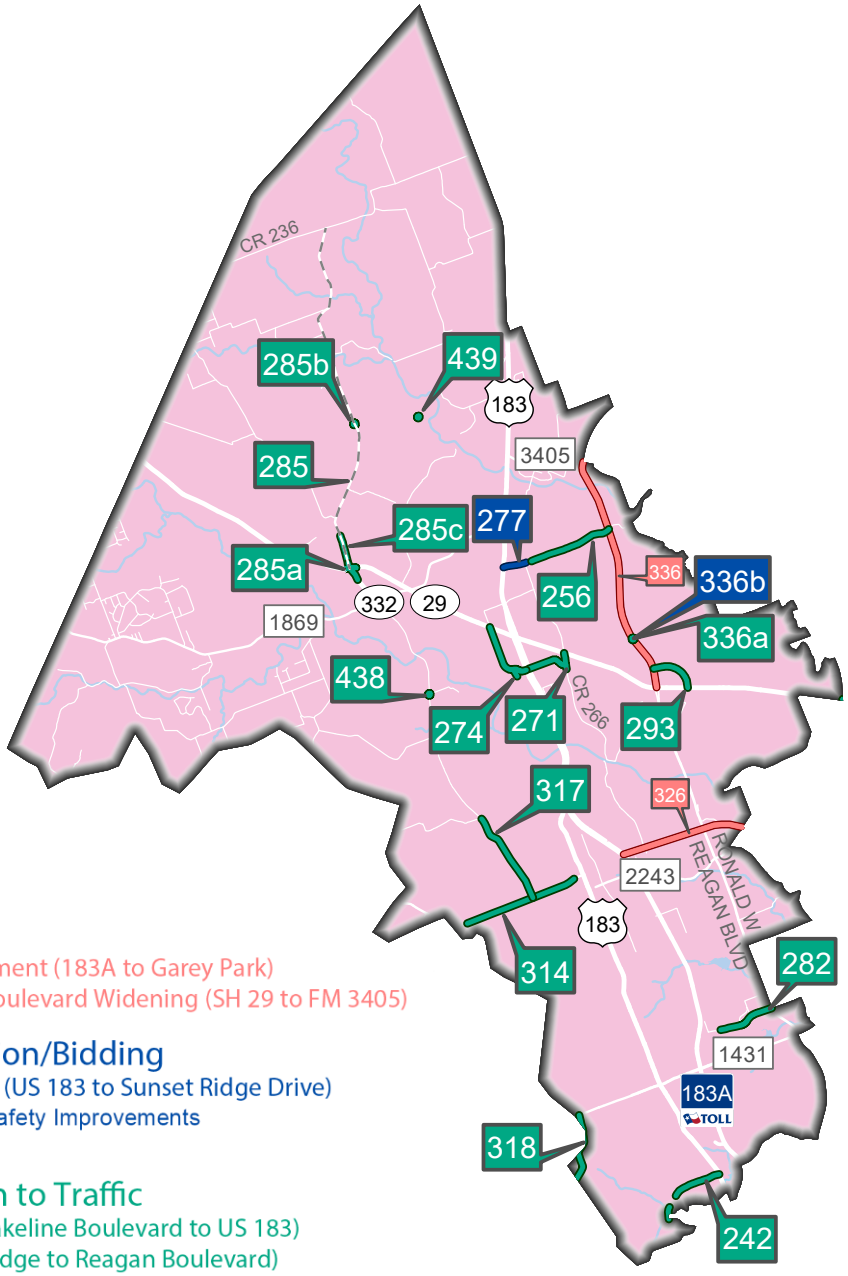
2000/2006 Road Bond Program Projects
Precinct 2 - Commissioner Long



Completed/Open to Traffic

2.01 Vista Ridge Blvd.
2.03 Brushy Creek Road
2.05 Cypress Creek Road
2.06 Lakeline Blvd. (Crystal Falls Pkwy to New Hope Dr)
2.07 River Bend Oaks Subdivision
2.08 Ronald W. Reagan South - Phase 1
2.09 Ronald W. Reagan North - Phase 1
2.11 CR 185
2.12 CR 200 (CR 201 to Lackey Creek)
2.13 CR 214 (SH 29 to Rolling Hills Road)
2.14 CR 258 (US 183 to Sunset Ridge)
2.15 SH 29 at FM 1869 - Traffic Signal
2.17 San Gabriel Parkway - Phase I
2.18 US 183 Widening at CR 274
2.19 Ronald W. Reagan South - Phase 2
2.20 Kauffman Loop
2.22 CR 179
2.23 San Gabriel Parkway - Phase 2
2.24 CR 214 - Phase 2A
2.25 CR 214 - Phase 2B Schematic
2.26 SH 29 Improvements and Schematic
2.27 US 183 (PTF)
2.28 CR 272 Overlay (1st)
2.32 RM 1431
2.34 Hero Way
2.35 US 183 at FM 3405 Traffic Signal
2.36 US 183 at FM 3405 Left Turn Lanes
2.37 SH 29 TWLTL in Liberty Hill
2.38 CR 260 / CR 266 at SH 29
2.40 Lakeline Blvd. Phase 2 (Old Quarry Rd. to Old 2243)
2.41 Seward Junction Improvements
2.42 San Gabriel Parkway West
2.44 US 183 at RM 1869
2.46 CR 258 (Sunset Ridge to Reagan Blvd) (Design)
2.47 Lakeline Blvd. Phase 3 (Crystal Falls Pkwy. to Old Quarry Rd.)
2.48 Seward Junction Schematic (SE and SW)
2.50 Bagdad Rd. North Phase 2 Schematic (CR 280 to SH 29)
2.51 CR 277
2.52 RM 1431 at Parmer / Reagan CFI
2.53 Cypress Creek Road at US 183
2.54 CR 272 Overlay
2.56 Cypress Creek Road at Lakeline
2.57 Brushy Creek Road at Parmer Lane
3.20 Ronald W. Reagan South - Phase 2
3.35 SH 29 at Park Place Dr. & Jack Nicklaus Blvd.

2013 ROAD BOND PROGRAM PROJECTS
Precinct 2 - Commissioner Long

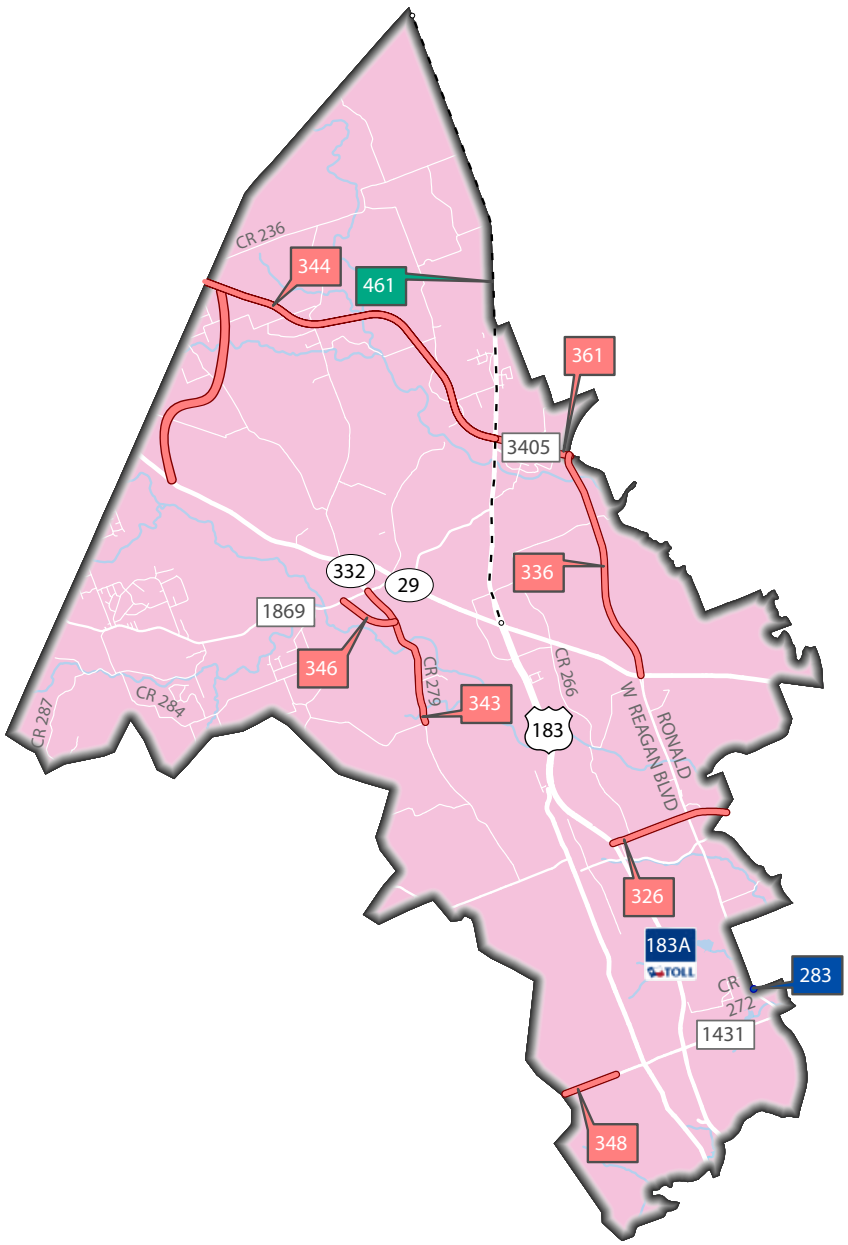


In Design
326 RM 2243 Realignment (183A to Garey Park)
336 Ronald Reagan Boulevard Widening (SH 29 to FM 3405)

Under Construction/Bidding
277 CR 258 Extension (US 183 to Sunset Ridge Drive)
336b Ronald Reagan Safety Improvements

Completed/Open to Traffic
242 Little Elm Trail (Lakeline Boulevard to US 183)
256 CR 258 (Sunset Ridge to Reagan Boulevard)
271 Seward Junction Southeast (US 183 at CR 259 to SH 29 at CR 266)
274 Seward Junction Southwest (SH 29 at CR 213 to US 183 at CR 259)
282 New Hope Drive Phase 1 (Cottonwood Creek Trail to Ronald Reagan Boulevard)
285 CR 200 Study and Schematic (SH 29 to CR 236)
285a SH 29 Intersection at CR 200/Loop 332
285b CR 200 at Bold Sundown Left Turn Lane
285c CR 200 (CMTA Railroad to CR 201)
293 Kauffman Loop Phase 1 - Two Lanes (northeast quadrant of Reagan at SH 29)
314 Old 2243/Hero Way West (Lakeline Boulevard to west of US 183)
317 Bagdad Road North (Collaborative Way to RM 2243)
318 Anderson Mill Road (Gaspar Bend to RM 1431)
328 Ronald Reagan at Santa Rita
336a Ronald Reagan Boulevard Widening & Temp Signals at Santa Rita Boulevard
438 Bagdad Road (CR 279) at CR 278 (River Ranch County Park Road)
439 San Gabriel Ranch Road Bridge at Lackey Creek

2019 ROAD BOND PROGRAM PROJECTS
Precinct 2 - Commissioner Long



In Design
326 RM 2243 Realignment (US 183A to Garey Park)
336 Ronald Reagan Boulevard Widening (SH 29 to FM 3405)
343 Bagdad Road/CR 279 (Loop 332 to CR 281/Leander City Limits)
344 Corridor I2 (Burnet County Line to US 183)
346 Liberty Hill (SH 29) Bypass (RM 1869 to CR 279)
348 Whitestone Boulevard Widening (Bagdad Road to Anderson Mill Road)
361 Corridor I1 (FM 3405) (US 183 to Ronald Reagan Boulevard)

Under Construction/Bidding
283 New Hope Drive Extension Phase 2A (Ronald Reagan Boulevard to Sam Bass Road)

Completed/Open to Traffic
461 Corridor F/US 183 (Williamson/Burnet County Line to SH 29)

Study

CR 200 Reconstruction
Project No. T5023

Original Contract Price = $4,975,515.09

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
9/8/2021	9/30/2021	11/15/2021	11/25/2021	10/7/2022			308	0	308

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	11/15/2021	12/3/2021	19	$322,884.45	$322,884.45	$35,876.05	$35,876.05	7	6
2	12/4/2021	12/31/2021	28	$243,429.75	$566,314.20	$27,047.75	$62,923.80	13	15
3	1/1/2022	1/28/2022	28	$322,421.76	$888,735.96	$35,824.64	$98,748.44	20	24
4	1/29/2022	2/28/2022	31	$522,074.39	$1,410,810.35	$58,008.27	$156,756.71	31	34
5	3/1/2022	3/28/2022	28	$360,789.80	$1,771,600.15	$40,087.75	$196,844.46	39	44
6	3/29/2022	4/29/2022	32	$353,052.72	$2,124,652.87	$39,228.08	$236,072.54	47	54
7	4/30/2022	5/27/2022	28	$352,739.26	$2,477,392.13	$39,193.25	$275,265.79	55	63
8	5/28/2022	7/1/2022	35	$185,880.12	$2,663,272.25	$20,653.35	$295,919.14	59	74
9	7/2/2022	8/1/2022	31	$258,962.10	$2,922,234.35	$28,773.57	$324,692.71	65	84
10	8/2/2022	9/2/2022	32	$660,525.72	$3,582,760.07	$73,391.74	$398,084.45	80	95
11	9/3/2022	9/30/2022	28	$865,676.01	$4,448,436.08	-$307,300.04	$90,784.41	91	104
12	10/1/2022	10/31/2022	6	$95,705.92	$4,544,142.00	$1,953.18	$92,737.59	93	106

12/31/2022 Comments - Smith Contracting and RailWorks continued working on miscellaneous punch list items

Change Order Number	Approved	Cost This CO	Total COs
01	9/14/2022	$ 26,798.12	$ 26,798.12

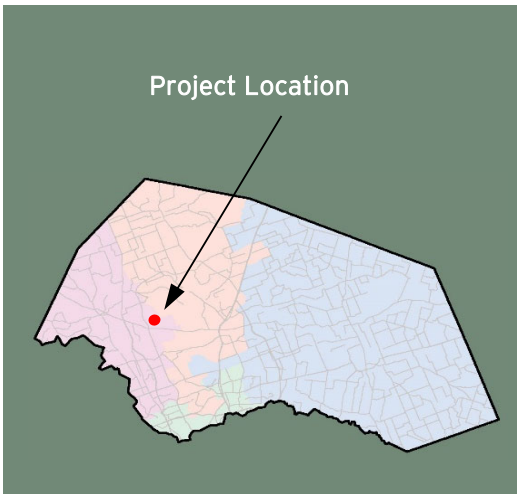
1. Design Error and Omission: 1B.Other: This Change Order provides payment for additional drainage pipes needed to maintain positive drainage during the PH 1 construction of the detours. It also provides payment for the roadway signage called out in the plans, but not accounted for in the bid tabs and stripe elimination needed for the different phases of construction. 2. Differing Site Conditions (unforeseeable) 2G:Unadjusted Utility (Unforeseeable) This Change Order also provides payment to the contractor for lowering an AT&T line in-place so that Culvert 1 could be installed.

Change Order Number	Approved	Cost This CO	Total COs
02	9/14/2022	$ 4,058.92	$ 30,857.04

4B. Third Party Accommodation. Third party requested work. This Change Order provides payment to the contractor for replacing the existing concrete driveways at the entrances to the City of Liberty Hill's Park and revising the asphalt driveway quantity. With the existing driveways being concrete, it was requested by the City to go back in concrete.

Adjusted Price = $5,006,372.13





CR 258 Extension
(US 183 to Sunset Ridge Drive)

Project Length: 0.526 Miles
Roadway Classification: Major Collector

Project Schedule: October 2022 - January 2024
Estimated Construction Cost: $6.2 Million



DECEMBER 2022 IN REVIEW

12/2/22: Joe Bland Construction (JBC) continued clearing ROW and began pre-cutting for the water line ditch with a trencher along CR 258.

12/9/22: JBC continued clearing ROW and pre-cutting the water line ditch with a trencher along CR 258. JBC subgraded the embankment began for the turn lane widening along Ronald Reagan Blvd at Elizabeth parkway.

12/16/22: JBC completed building the subgrade, removed the fire station driveway and placed Type B hot mix asphalt on the north half of the fire station driveway and widened northward on Ronald Reagan Blvd. at Elizabeth Parkway. Subcontractor Lone Star Paving finished paving the remainder of the Type B asphalt for the south half of fire station driveway and the remainder of the widening at Elizabeth Parkway.

12/23/22: JBC removed the concrete traffic barriers that were on the outside southbound lane for the widening on Ronald Reagan. Subcontractor DIJ striped the new lane configuration for the right turn lanes on Ronald Reagan Blvd at Elizabeth Parkway.

12/30/22: No work performed due to the holidays.



Design Engineer: American Structurepoint
Contractor: Joe Bland Construction
Construction Observation: Bruce Thurin, HNTB

Williamson County
Road Bond Program

HNTB

CR 258 Extension
Project No. 22IFB141

Original Contract Price = $5,836,754.36

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
9/14/2022	9/27/2022	11/28/2022	12/8/2022				395		395

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	11/1/2022	11/30/2022	30	$47,590.20	$47,590.20	$5,287.80	$5,287.80	1	0

12/31/2022 Comments- Work began on 12/8/22. Contractor cleared ROW and completed work on the Ronald Reagan Safety Improvements.

Change Order Number	Approved	Cost This CO	Total COs
01	11/11/2022	$ -	$ -

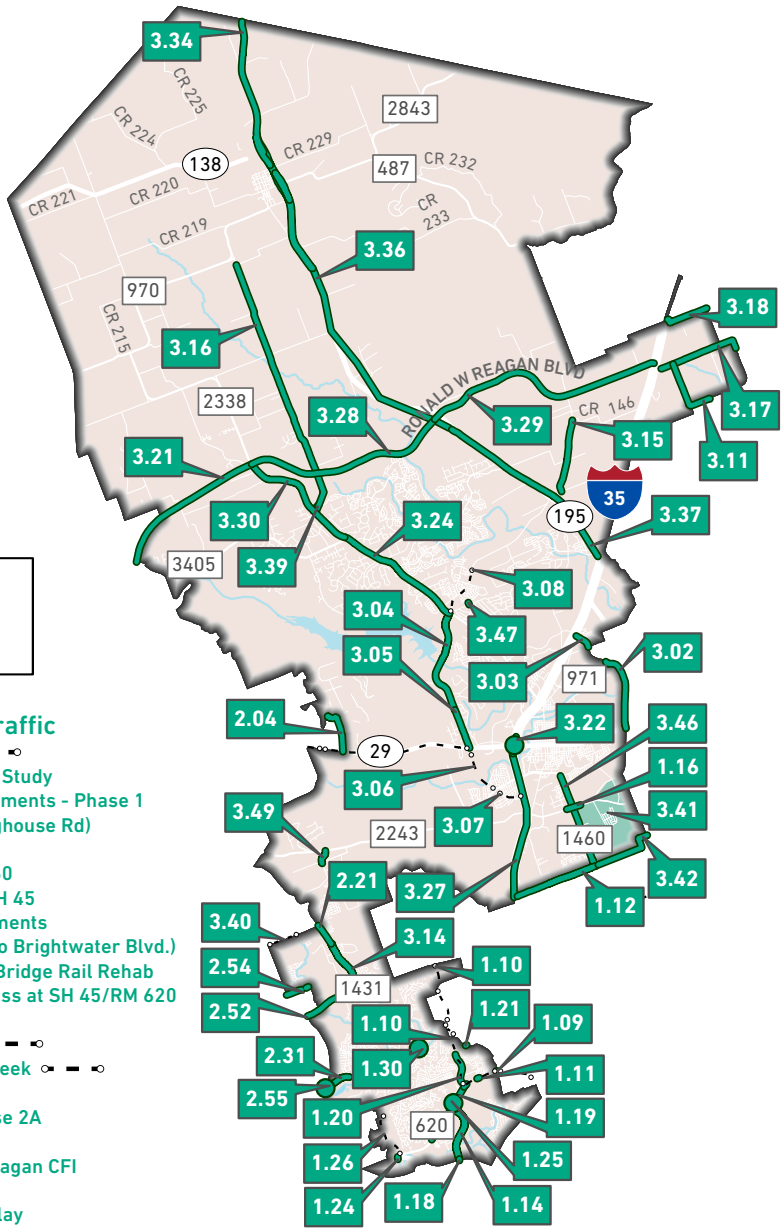
4B: Third Party Accommodation. Third party requesed work. This Change Order modifies the Contract to require that City of Georgetown, (collectively referred to as the "City") be an additional insured to Joe Bland Construction's, L.P. (Contractor) commercial general liability (CGL) insurance policy and to their commercial auto liability (Auto Liability) insurance policy. Adding the City to the Contractor's insurance was in the terms and conditions of the Interlocal Agreement between the City and Williamson County.

Change Order Number	Approved	Cost This CO	Total COs
02	11/22/2022	$ 422,565.69	$ 422,565.69

3. County Convenience 3F: Additional Work Desired By The County: This Change Order adds items to the Contract for safety improvements needed at Ronald Reagan and Elizabeth Parkway. Ronald Reagan will be widened along the west side of the roadway to allow for a left turn lane into Elizabeth Parkway.

Adjusted Price = $6,259,320.05

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

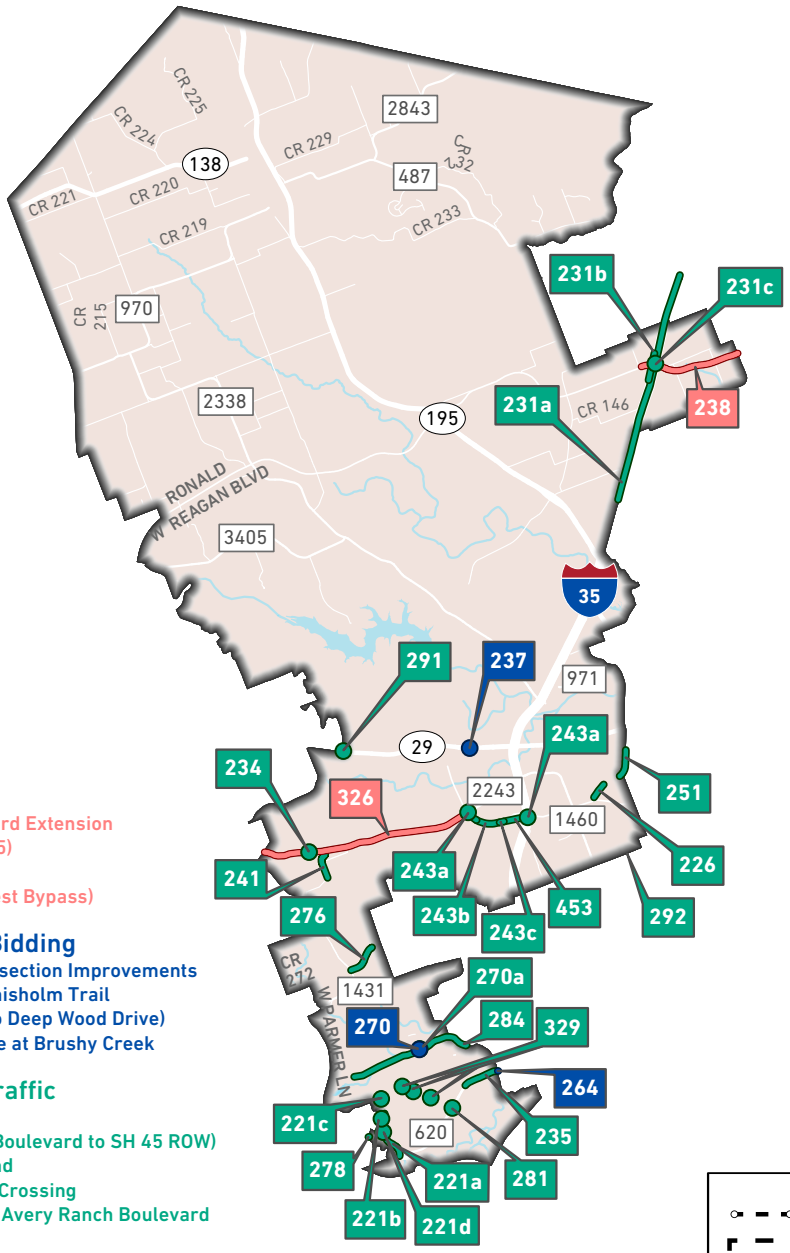


Study

Completed/Open to Traffic

1.09 RM 620 Feasibility
1.10 Wyoming Springs North Study
1.11 RM 620 Interim Improvements - Phase 1
1.12 CR 111/CR 105 (Westinghouse Rd)
1.14 O'Connor Extension
1.16 SE Inner Loop at FM 1460
1.18 O'Connor Overpass at SH 45
1.19 RM 620 Safety Improvements
1.20 Wyoming Springs (620 to Brightwater Blvd.)
1.21 CR 174 (Hairy Man Rd.) Bridge Rail Rehab
1.24 Pearson Ranch Underpass at SH 45/RM 620
1.25 King of Kings Crossing
1.26 Pearson Ranch Road
1.30 Great Oaks at Brushy Creek
2.04 Cedar Hollow at SH 29
2.21 CR 175 Extension - Phase 2A
2.31 Brushy Creek Road
2.52 RM 1431 at Parmer / Reagan CFI
2.54 CR 272 Overlay
2.55 Brushy Creek East Overlay
3.02 Georgetown Inner Loop East
3.03 Georgetown Inner Loop East Extension
3.04 Georgetown Inner Loop - Project 1
3.05 Georgetown Inner Loop - Project 2
3.06 Georgetown Inner Loop - Project 3
3.07 Georgetown Inner Loop - Project 4
3.08 Georgetown Inner Loop - Project 5
3.11 CR 145
3.14 CR 175
3.15 CR 234
3.16 CR 245
3.17 CR 311
3.18 CR 314
3.21 Ronald W. Reagan North - Phase 2
3.22 IH 35 at SH 29 Turnarounds (PTF)
3.24 Williams Drive (RM 2338)
3.27 IH 35 Northbound Frontage Rd. and Ramps
3.28 Ronald W. Reagan North - Phase 3
3.29 Ronald W. Reagan North - Phase 4
3.30 RM 2338 (PTF)
3.34 SH 195 Project 1
3.36 SH 195 Project 2
3.37 SH 195 Project 3
3.39 CR 245 Realignment
3.40 CR 179
3.41 CR 110 / Arterial A Study (design)
3.42 CR 111 / CR 105 Westinghouse Rd. (FM 1460 to SH 130) (Design)
3.46 FM 1460 North
3.47 Madrid Drive Extension
3.49 CR 176 At RM 2243 - Intersection/Safety Improvements

2013 ROAD BOND PROGRAM PROJECTS
Precinct 3 - Commissioner Covey

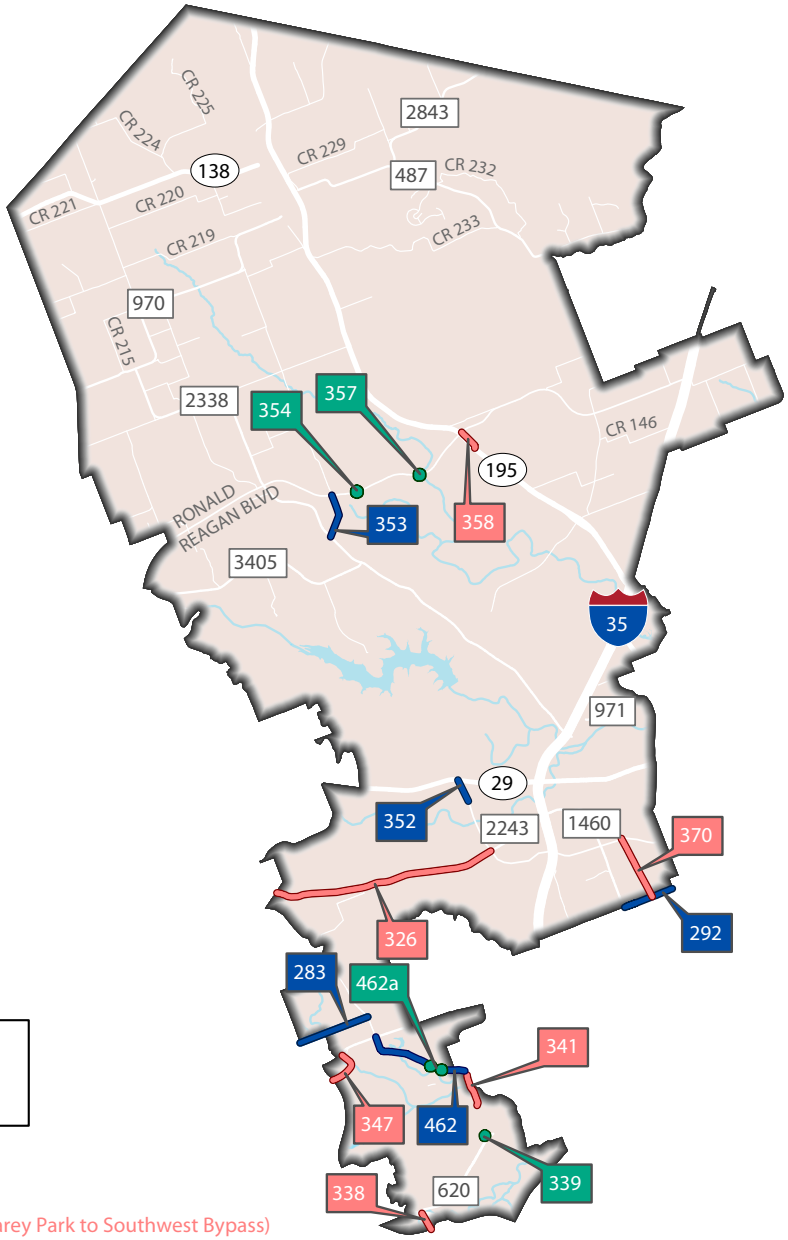


In Design
238 Ronald Reagan Boulevard Extension
Planning (IH 35 to SH 95)
326 RM 2243 Realignment
(Garey Park to Southwest Bypass)

Under Construction/Bidding
237 SH 29 at DB Wood Intersection Improvements
264 RM 620 at Railroad / Chisholm Trail
(IH 35 Frontage Road to Deep Wood Drive)
270 Great Oaks Drive Bridge at Brushy Creek

Completed/Open to Traffic
221a Pearson Ranch Road
(South of Avery Ranch Boulevard to SH 45 ROW)
221b Pearson Ranch Road and
Iveans Way Pedestrian Crossing
221c Pearson Ranch Road at Avery Ranch Boulevard
Traffic Signal
221d Neenah Avenue and Pearson Ranch Road Traffic Signal
226 Inner Loop Safety Improvements (LTL at Wilco Way)
231a IH 35 Ramp Reversal and Frontage Road Conversion
(FM 972 to CR 312)
231b Relocation of 48" Williamson County Regional
Raw Waterline - Line B
231c Ronald Reagan Boulevard at IH 35 Bridge Replacement
234 RM 2243 at Escalera Parkway (Intersection Improvements)
235 RM 620 Phase 2 (Wyoming Springs to Deep Wood Drive)
241 CR 176 at RM 2243 Intersection (Safety Improvements)
243a Southwest Bypass Driveways
243b Southwest Bypass Access Route
243c Southwest Bypass Segment 2 (Southbound IH 35 to RM 2243)
251 Inner Loop Safety Improvements
(LTL at Central Maintenance Facility)
270a Great Oaks Drive Waterline Relocations
276 Arterial H Extension Phase 1 (CR 175 to Massey Way)
278 Neenah Avenue Widening
(Olive Hill Drive to 0.5 miles east of Olive Hill Drive)
281 O'Connor Drive North of RM 620
Traffic Study and Safety Improvements
284 Hairy Man Road/Brushy Creek Road Safety Improvements
(Brushy Bend to Sam Bass Road)
291 SH 29 at Cedar Hollow (Intersection Improvements)
292 Westinghouse Road / CR 111 / CR 105 (FM 1460 to SH 130)
329 O'Connor Drive Traffic Signals
(Morgan Hill, Great Oaks and Liberty Walk Intersections)
453 Southwest Bypass Segment 1 (Southbound IH 35 to 0.5 miles west)

2019 ROAD BOND PROGRAM PROJECTS
Precinct 3 - Commissioner Covey

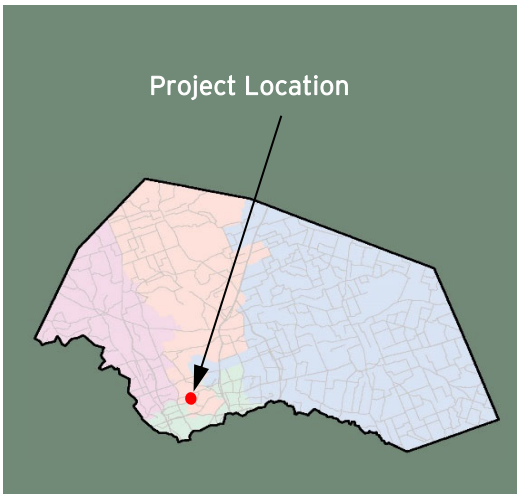


In Design
326 RM 2243 Realignment (Garey Park to Southwest Bypass)
338 RM 620/SH 45 intersection to McNeil Road
341 Wyoming Springs Extension (Brightwater Boulevard/Creek Bend to Sam Bass Road)
347 Toro Grande Boulevard Extension (Whitestone Boulevard to Parmer Lane)
358 SH 195 at Ronald Reagan Boulevard
370 MoKan (Georgetown Inner Loop to University Boulevard)

Under Construction/Bidding
292 CR111/CR105 Westinghouse (FM 1460 to SH 130)
283 New Hope Drive Extension Phase 2A (Ronald Reagan Boulevard to Sam Bass Road)
352 Southwest Bypass Extension (SH 29 to Wolf Ranch Parkway)
353 CR 245 (North of RM 2338 to Ronald Reagan Boulevard)
462 Corridor H/Sam Bass Road (RM 1431 to Wyoming Springs Drive)

Completed/Open to Traffic
339 Wyoming Springs Intersection Improvements (At Smyers Lane)
354 Ronald Reagan at Silver Spur Boulevard
357 Ronald Reagan at Sun City Boulevard
462a Corridor H/Sam Bass Road Interim Traffic Signals (Walsh Ranch Boulevard and Great Oaks Drive Intersections)





Great Oaks Drive Bridge at Brushy Creek
(Along Great Oaks Drive from Brightwater Blvd to Oak Ridge Drive)

Project Length: 0.191 Miles
Roadway Classification: Major Collector

Project Schedule: September 2021 - Spring 2023
Estimated Construction Cost: $10.7 Million



DECEMBER 2022 IN REVIEW

12/2/22: DeNucci Constructors formed and poured the anchor slab at various locations for both retaining walls along Brushy Creek Road. DeNucci set the steel, formed, and poured Column 1 at Bent 2.

12/9/22: DeNucci Constructors excavated for the upstream wing walls of Culvert A near the Duck Pond. Subcontractor Greater Austin set the steel, formed, and poured the Phase 3 portion of the Bent 2 bridge cap and the Brushy Creek abutment approach slab.

12/16/22: DeNucci Constructors formed and poured the wingwall footings for Culvert E at the Brushy Creek MUD entrance. Subcontractor Greater Austin set the remaining beams on Span 1 and the south diagonal beam from Abutment 1 to the Brushy Creek Abutment.

12/23/22: DeNucci Constructors formed and tied the steel for the upstream wing walls of Culvert A near the Duck Pond. DeNucci drilled and poured the foundations for the electrical service poles along Wall 2R.

12/30/22: Subcontractor Greater Austin tied the steel, formed and poured the closure wall on the diagonal support beam from Abutment 1 to the Brushy Creek Abutment.



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

Williamson County
Road Bond Program

HNTB

Great Oaks Drive Improvements at Brushy Creek
Project No. T4327

Original Contract Price = $10,580,634.11

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
6/30/2021	8/3/2021	9/3/2021	9/13/2021				585		585

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	9/13/2021	9/30/2021	18	$299,881.08	$299,881.08	$33,320.12	$33,320.12	3	3
2	10/1/2021	10/31/2021	31	$305,937.90	$605,818.98	$33,993.10	$67,313.22	6	8
3	11/1/2021	11/30/2021	30	$353,916.66	$959,735.64	$39,324.07	$106,637.29	10	14
4	12/1/2021	12/31/2021	31	$323,378.73	$1,283,114.37	$35,930.97	$142,568.26	13	19
5	1/1/2022	1/31/2022	31	$388,799.66	$1,671,914.03	$43,199.97	$185,768.23	17	24
6	2/1/2022	2/28/2022	28	$496,378.98	$2,168,293.01	$55,153.22	$240,921.45	22	29
7	3/1/2022	3/31/2022	31	$243,581.01	$2,411,874.02	$27,064.55	$267,986.00	25	34
8	4/1/2022	4/30/2022	30	$232,084.08	$2,643,958.10	$25,787.13	$293,773.13	27	39
9	5/1/2022	5/31/2022	31	$754,642.60	$3,398,600.70	$83,849.18	$377,622.31	35	45
10	6/1/2022	6/30/2022	30	$340,143.43	$3,738,744.13	$37,793.71	$415,416.02	39	50
11	7/1/2022	7/31/2022	31	$475,914.67	$4,214,658.80	$52,879.41	$468,295.43	44	55
12	8/1/2022	8/31/2022	31	$373,966.90	$4,588,625.70	$41,551.87	$509,847.30	48	60
13	9/1/2022	9/30/2022	30	$334,474.19	$4,923,099.89	$37,163.80	$547,011.10	51	65
14	10/1/2022	10/31/2022	31	$596,227.60	$5,519,327.49	$66,247.51	$613,258.61	57	71
15	11/1/2022	11/30/2022	30	$150,522.30	$5,669,849.79	$16,724.70	$629,983.31	59	76

11/30/2022 Comments - Contractor working on Phase 3 performing bridge, roadway, and storm drain work. Anticipated completion date is April 2023.

Change Order Number	Approved	Cost This CO	Total COs
01	3/29/2022	$ 29,487.96	$ 29,487.96

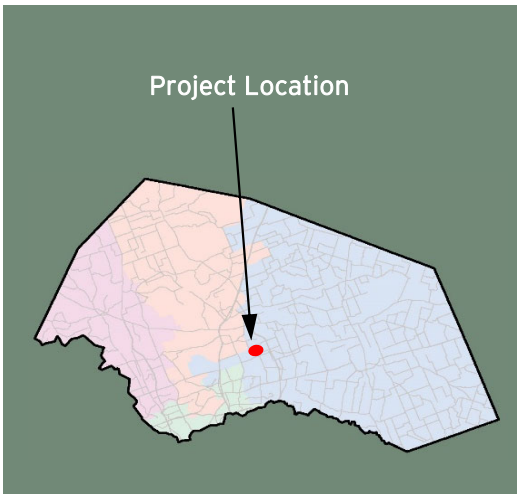
4B: Third Party Accommodation. Third Party Requested Work, 2E: Differing Site Condition. Miscellaneous difference in site conditions (unforeseeable), 6C: Untimely ROW/Utilities. Utilities not clear. This Change Order adds items to pay the Contractor to pour a concrete cap over an existing City of Round Rock (CORR) wastewater manhole at Bent, excavate to find an existing CORR wastewater line trench, and for standby costs due to a conflict with existing ATT line at Culvert C.

Change Order Number	Approved	Cost This CO	Total COs
02	9/14/2022	$ 100,234.16	$ 129,722.12

6C. Untimely ROW/Utilities. Utilities not clear. This Change Order adds an item to pay the Contractor for emergency repairs to the existing City of Round Rock wastewater line that was damaged while drilling for a drill shaft for the Hairy Man bridge abutment. Cost sharing (one third) was agreed to by the County with the contractor, DeNucci Constructors.

Adjusted Price = $10,710,356.23





CR 111 Westinghouse Road
(FM 1460 to SH 130 and CR 110 North to CR 111)

Project Length: 4.633 Miles
Roadway Classification: Rural Collector

Project Schedule: January 2022 - Spring 2024
Estimated Construction Cost: $22.1 Million



DECEMBER 2022 IN REVIEW

12/2/22: Capital Excavation continued boring west of SH 130 for 6-inch steel casing across existing roadway. Capital open trenched for the 24-inch water line east of Bell Gin Road and an 18-inch water line at Spur 105.

12/9/22: Capital Excavation continued trenching for the 18-inch water line at Spur 105. Subcontractor continued placing curb and gutter in various locations between Pietra and Bell Gin.

12/16/22: Capital Excavation continued open trenching for the 24-inch water line, east of Bell Gin Road. Subcontractor continued placing curb and gutter in various locations between Pietra and Bell Gin.

12/23/22: Capital Excavation continued open trenching for the 24-inch water line, running along Bell Gin Road. Capital excavated and graded subgrade at the intersection at Higgs Road and CR 111. Subcontractor Texas Materials placed Type B Hot Mix asphalt at the various intersections. Subcontractor ESSI installed rock dams, seeded for vegetation and placed soil blankets in the ditch east of Gateway School.

12/30/22: Capital Excavation checked barricades and signs.



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

Williamson County
Road Bond Program

HNTB

CR 111 Westinghouse Road
Project No. 22IFB39

Original Contract Price = $21,024,332.88

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
12/15/2021	1/11/2022	1/20/2022	1/30/2022				700		700

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	2/1/2022	2/28/2022	28	$142,149.86	$142,149.86	$15,794.43	$15,794.43	1	4
2	3/1/2022	3/31/2022	31	$1,624,724.26	$1,766,874.12	$180,524.92	$196,319.35	9	8
3	4/1/2022	4/30/2022	30	$1,286,121.32	$3,052,995.44	$142,902.37	$339,221.72	15	13
4	5/1/2022	5/31/2022	31	$1,110,146.62	$4,163,142.06	$123,349.64	$462,571.36	21	17
5	6/1/2022	6/30/2022	30	$482,208.08	$4,645,350.14	$53,578.66	$516,150.02	23	21
6	7/1/2022	7/31/2022	31	$787,719.86	$5,433,070.00	$87,524.44	$603,674.46	27	26
7	8/1/2022	8/31/2022	31	$822,906.88	$6,255,976.88	$91,434.10	$695,108.56	31	30
8	9/1/2022	9/30/2022	30	$1,707,686.45	$7,963,663.33	$189,742.92	$884,851.48	40	35
9	10/1/2022	10/31/2022	31	$1,107,286.40	$9,070,949.73	$123,031.82	$1,007,883.30	46	39
10	11/1/2022	11/30/2022	30	$518,917.48	$9,589,867.21	$57,657.50	$1,065,540.80	48	43

12/31/2022 Comments - Roadway construction, storm sewer, and installation of water lines continues.

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Change Order Number	Approved	Cost This CO	Total COs
01	5/3/2022	$233,364.00	$ 233,364.00

2 Differing in site conditions. (Unforeseeable) 2E. Miscellaneous difference in site conditions (unforeseeable) (item 9): This change order compensates the Contractor for over-excavating unsuitable material and importing embankment material from offsite that meets the requirements in the specifications. With the limited areas on the project to find suitable material it was agreed to import the required material. A Force Account item has been created to cover half of the cost of the imported material and half of the trucking. This amount is to cover this area and any other areas that may be encountered on site.

Change Order Number	Approved	Cost This CO	Total COs
02	5/3/2022	$7,553.84	$ 240,917.84

1B. Design Error or Omission. Other: This change order compensates the Contractor for upsize changes in 6 inlet and 1 junction box to accommodate pipe size design. The revisions affected estimate page 15, summary page 18, storm drainage pages; 149 for Inlet C-5 and C-6, page 150 for Inlets E-4 and E-5, page 151 for Inlet F-6, page 153 for Inlet I-6 and page 154 for Junction Box K.

Change Order Number	Approved	Cost This CO	Total COs
03	7/142022	$20,307.20	$ 261,225.04

1.Design Error or Omission. 1A: incorrect PS&E. This Change Order is in response to RFI 22 that updated the quantity for pay item 106-6002 OBLITERATING ABANDONED ROADWAY. The item has been recalculated and the difference is included in this Change Order to cover the actual quantity.

Change Order Number	Approved	Cost This CO	Total COs
04	7/13/2022	$454,267.40	$ 715,492.44

1. Design Error or omission. 1B. Other: This Change Order updates the bid item quantities that were revised in the plan set summary sheet, but not reflected in the Bid Form. The Change Order also includes pay items for 2 new items that were identified in the plans, but inadvertently left off the Bid Form.

Change Order Number	Approved	Cost This CO	Total COs
05	11/22/2022	$41,134.66	$ 756,627.10

1. Design Error or Omission. 1B. Other. The existing section of the roadway in front of Gateway School was constructed prior to the project letting. This portion of the roadway was to remain in place and the proposed roadway was to tie into it.The contractor constructed around this portion of the roadway so that the tie-ins would work with the current plan design. 1B. Other. This Change Order also adds items for flowable fill and concrete dissipaters at the culvert outfalls.

Change Order Number	Approved	Cost This CO	Total COs
06	11/22/2022	$24,159.20	$ 780,786.30

2. Differing Site Conditions: (Unforeseeable) 2J. Other: While clearing the ROW, 4 water wells were encountered. This Change Order provides payment to the Contractor for having the plugging and abandoning four (4) wells, by a licensed water well company. Upon completion of the well abandonment, plugging reports will be filed.

Change Order Number	Approved	Cost This CO	Total COs
07	12/14/2022	$28,440.00	$ 809,226.30

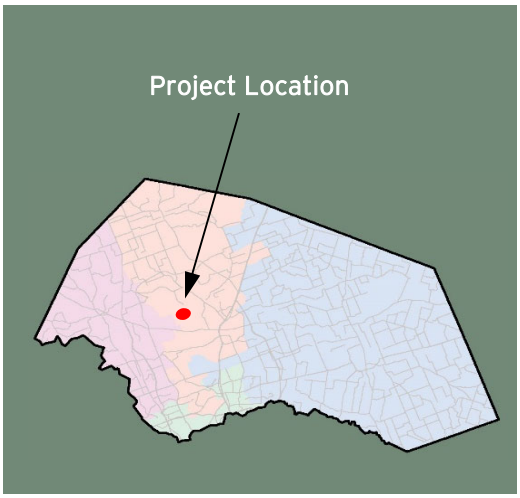
1B. Design Error or Omission. 1B. Other: This Change Order provides additional items to the Contract for adjusting an existing headwall, wingwalls and adding concrete rail along an existing culvert that is to remain in place. Due to the height of the existing culvert, the proposed roadway can not be built to the proposed width. Raising the headwall and constructing the rail will allow for the roadway portion to be constructed to the proposed width. This rail will mirror the existing rail along the upstream portion of the existing culvert.

Change Order Number	Approved	Cost This CO	Total COs
08	12/14/2022	$276,200.00	$ 1,085,426.30

4B. Third Party Accommodation. Third party requested work: MBC Development has requested additional sleeves to be installed across CR 111 for their future development on both sides of the roadway. The Developer Agreement has been amended to reflect the change and the Developer has funded Williamson County for this additional work.

Adjusted Price = $22,109,759.18





Southwest Bypass Extension
(SH 29 to Wolf Ranch Parkway)

Project Length: .905 Miles
Roadway Classification: Minor Arterial

Project Schedule: August 2022 - Summer 2023
Estimated Construction Cost: $4.3 Million



DECEMBER 2022 IN REVIEW

12/2/22: Joe Bland Construction (JBC) formed and placed concrete sidewalk along the east side of the SW Bypass and south of Wolf Ranch. JBC also installed 24" concrete pipe for various driveways.

12/9/22: JBC graded and compacted subgrade and excavated the ditches along the roadway from Wolf Ranch to SH 29. JBC formed and placed footing for the headwall at Culvert 1. JBC placed reinforced concrete pipe and 3x3 inlets at Wolff Ranch.

12/16/22: JBC graded and compacted subgrade and placed topsoil in ditches along the roadway from Wolf Ranch to SH 29. JBC removed excess embankment from the job site.

12/23/22: JBC graded and compacted subgrade and placed topsoil in ditches along the roadway from Wolf Ranch to SH 29. JBC removed excess embankment from the job site. JBC installed a 24" reinfoced concrete pipe at Wolf Ranch. The contractor also formed safety end treatment at Culvert 1 and finished the concrete headwall.

12/30/22: No work performed due to the holidays.



Design Engineer: LJA
Contractor: Joe Bland Construction
Construction Observation:
Dave Thomas, HNTB

Williamson County
Road Bond Program

HNTB

Project Name: Southwest Bypass Extension
Project No. 22IFB110

Original Contract Price = $4,288,543.00

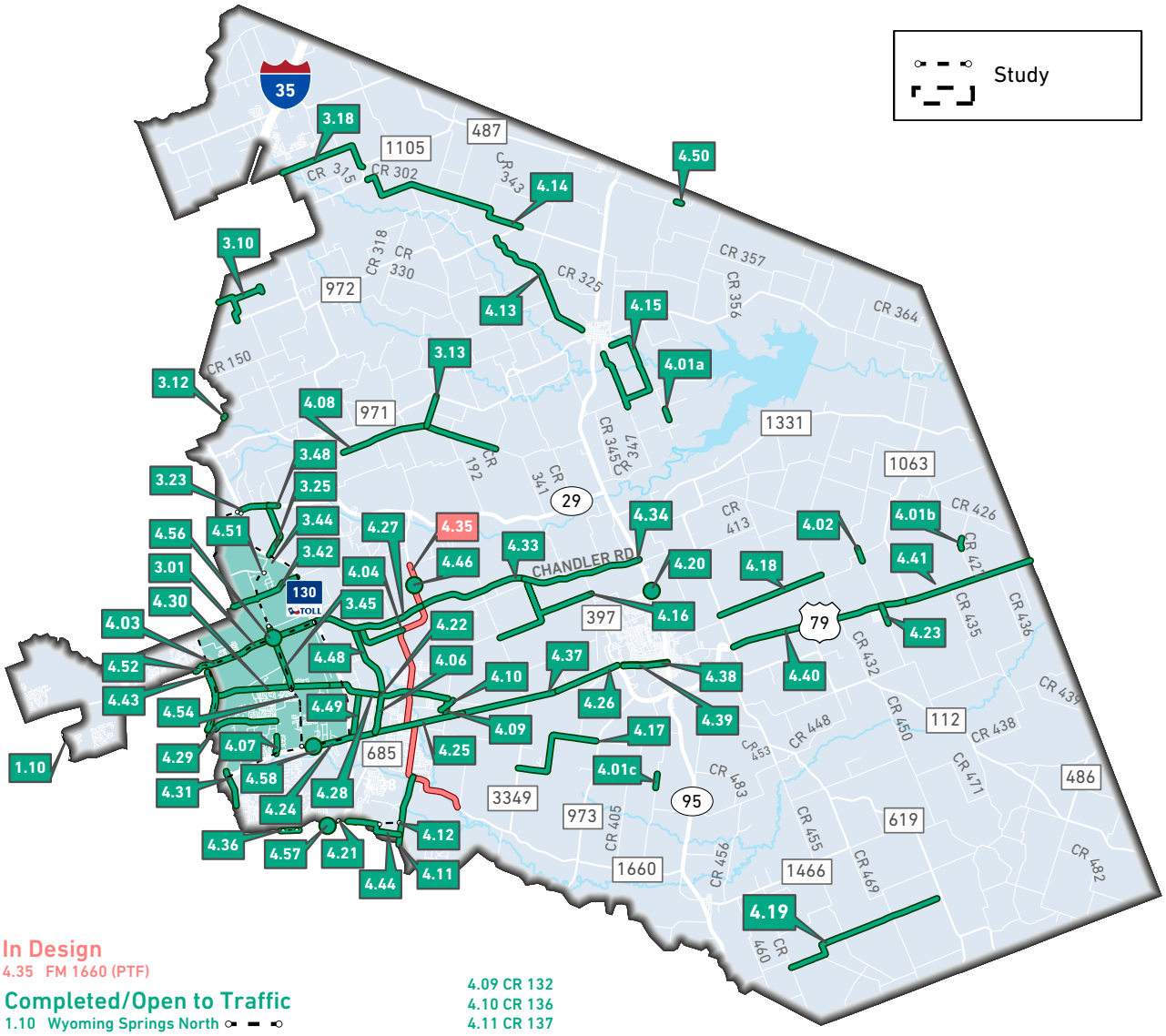
Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
6/23/2022	7/12/2022	8/18/2022	8/29/2022				239		239

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	8/29/2022	8/31/2022	3	$77,542.20	$77,542.20	$8,615.80	$8,615.80	2	1
2	9/1/2022	9/30/2022	30	$126,769.50	$204,311.70	$14,085.50	$22,701.30	5	14
3	10/1/2022	10/31/2022	31	$460,653.35	$664,965.05	$51,183.71	$73,885.01	17	27
4	11/1/2022	11/30/2022	30	$148,852.80	$813,817.85	$16,539.20	$90,424.21	21	39
5	12/1/2022	12/31/2022	31	$180,500.40	$994,318.25	$20,055.60	$110,479.81	26	52

12/31/2022 Comments - Contractor continues excavating drainage ditches, placing backfill and placing concrete sidewalks throughout the project.

Adjusted Price = $4,288,543.00

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



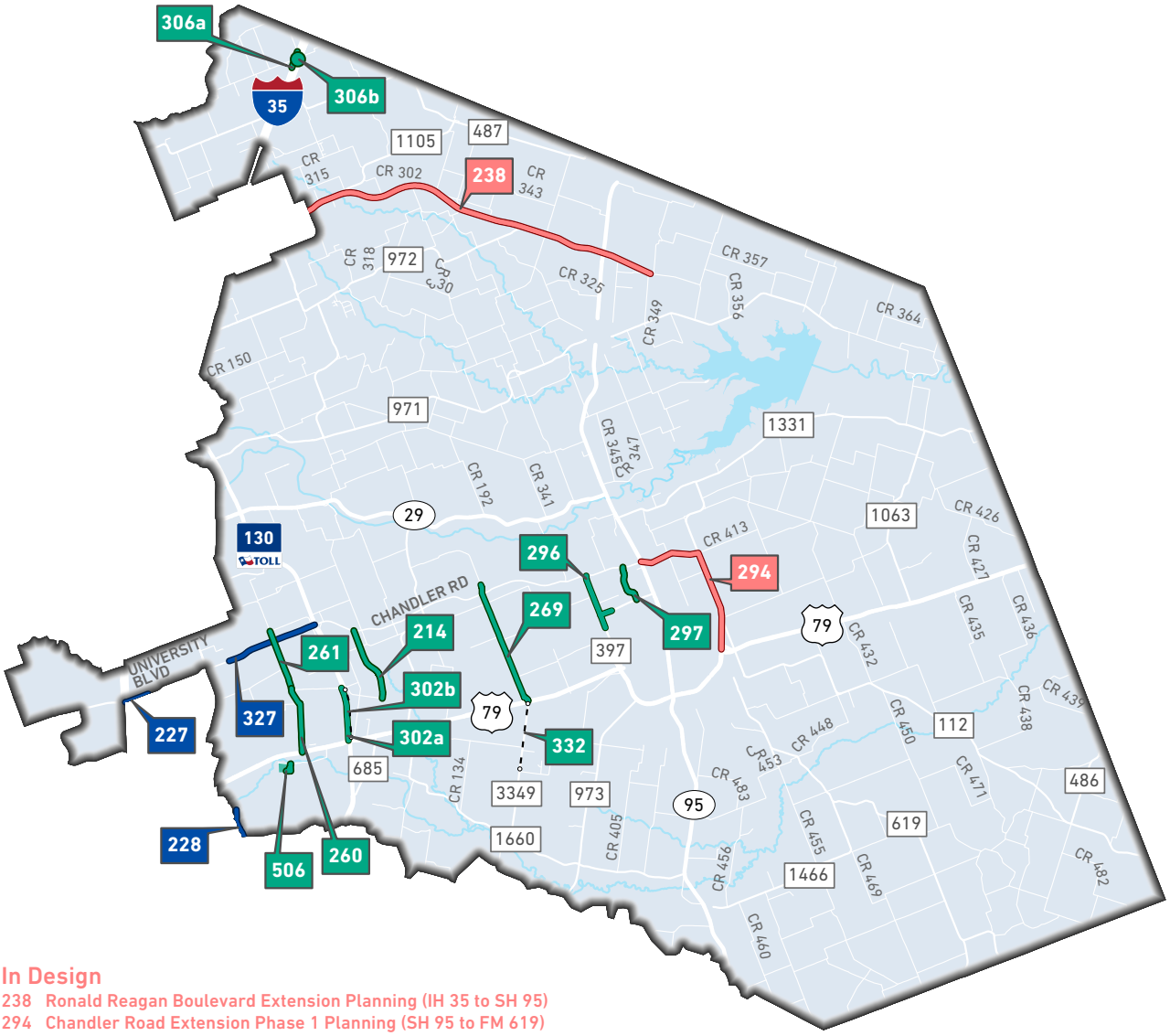
In Design

4.35 FM 1660 (PTF)

Completed/Open to Traffic

1.10 Wyoming Springs North
3.01 FM 1460 to CR 110
3.10 CR 142
3.12 CR 152 Bridge Replacement
3.13 CR 157
3.18 CR 314
3.23 SH 29/CR 104 – Phase 1
3.25 CR 104 - Phase 2
3.42 CR 111 / CR 105 (Westinghouse Rd.) - FM 1460 to SH 130
3.44 CR 110 North (North of CR 107 to North of Sam Houston)
3.45 CR 110 Middle (North of Limmer Loop to CR 107)
3.48 SH 29 Widening - 12" Water Main Relocation
4.01a CR 427 Bridge Replacement
4.01b CR 390 Bridge Replacement
4.01c CR 406 Bridge Replacement
4.02 CR 424 Bridge Replacement
4.03 Chandler Road - Phase 1
4.04 CR 100
4.06 CR 119
4.07 CR 122 at US 79
4.08 CR 124
4.09 CR 132
4.10 CR 136
4.11 CR 137
4.12 CR 138 & CR 139 Alignment
4.13 CR 300 & CR 301
4.14 CR 302
4.15 CR 347 & CR 348
4.16 CR 368 & CR 369 (CR 101 to CR 366)
4.17 CR 404
4.18 CR 412
4.19 CR 466
4.20 FM 397 at SH 95 Signal
4.21 Gattis School Rd. ROW
4.22 Limmer Loop - Phase 1A
4.23 Thrall School Zone
4.24 US 79 - Section 1
4.25 US 79 - Section 2
4.26 US 79 - Section 3A
4.27 Chandler Rd. - Phase 2
4.28 Limmer Loop - Phase 1B
4.29 CR 113 / Old Settlers Blvd.
4.30 Limmer Loop - Phase 1C
4.31 Kenney Fort Boulevard - Phase 1
4.33 Chandler Rd. - Phase 3A
4.34 Chandler Rd. - Phase 3B
4.36 Gattis School Road
4.37 US 79 - Section 3 (PTF)
4.38 2nd Street Improvements
4.39 2nd Street Drainage Improvements
4.40 US 79 Section 5A (PTF)
4.41 US 79 Section 5B (PTF)
4.43 FM 1460 Section 2
4.44 CR 138
4.46 FM 1660 at Landfill Rd. (CR 128)
4.48 CR 119
4.49 CR 108
4.50 CR 351 at Donahoe Creek
4.51 CR 110 / Arterial A
4.52 University Blvd. (Chandler Rd.) Expansion
4.54 CR 110 South - (US 79 to Limmer Lp)
4.56 CR 110 at University Blvd. (Signal)
4.57 Gattis School Rd. at Winterfield Dr. (Signal)
4.58 Tradesman Park Crossing

2013 ROAD BOND PROGRAM PROJECTS
Precinct 4 - Commissioner Boles



In Design
238 Ronald Reagan Boulevard Extension Planning (IH 35 to SH 95)
294 Chandler Road Extension Phase 1 Planning (SH 95 to FM 619)

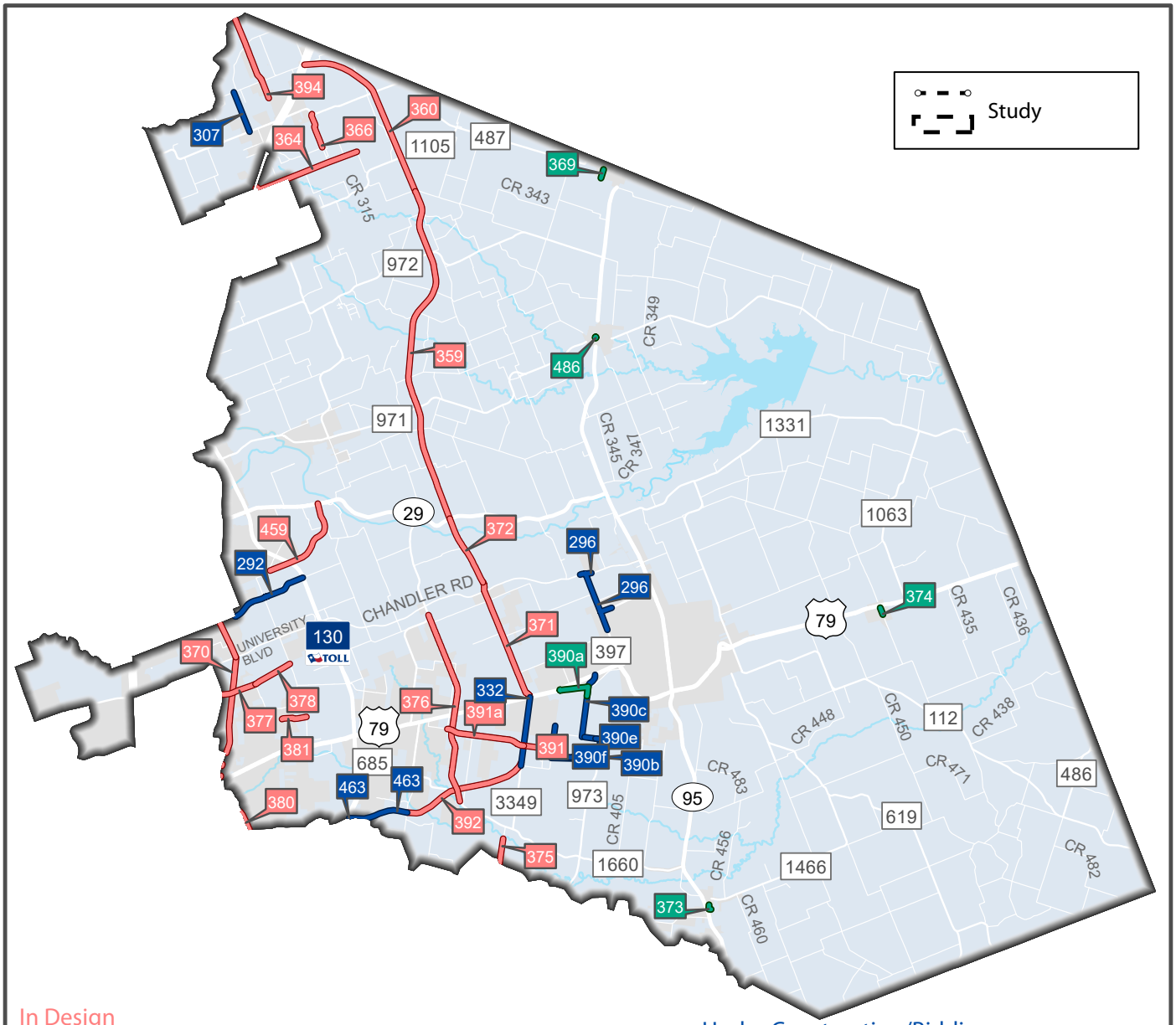
Under Construction/Bidding
227 University Boulevard Widening (IH 35 to Sunrise Road)
228 Kenney Fort Boulevard Segments 2 and 3 (Forest Creek Boulevard to SH 45)
327 University Boulevard (Chandler Road) Expansion (FM 1460 to SH 130)

Completed/Open to Traffic
214 CR 119 (Limmer Loop to Chandler Road)
260 CR 110 South (US 79 to Limmer Loop)
261 CR 110 Middle (Limmer Loop to CR 107)
296 CR 366 Widening (Chandler Road to Carlos G. Parker Boulevard)
269 CR 101 (US 79 to North of Chandler Road)
297 East Williamson County Park Road / Bill Pickett Trail (Carlos Parker Boulevard to Chandler Road)
302a SH 130 Frontage Roads Phase 3 (Southbound Frontage Road US 79 to Limmer Loop)
302b SH 130 Traffic
306a Relocation of 48" Williamson County Regional Raw Waterline - Line A
306b CR 305 at IH 35 Bridge Replacement
332 FM 3349/US 79 Interchange (US 79 to CR 404)
506 Oak Bluff and Greenfield Drainage Improvements

Study

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2019 ROAD BOND PROGRAM PROJECTS
Precinct 4 - Commissioner Boles



In Design

359 Corridor E4 (Future SH 29 to Ronald Reagan Extension / Corridor D)
360 Corridor E5 (Ronald Reagan Extension / Corridor D to IH 35 / CR 305)
364 CR 314 Safety Improvement (IH 35 Northbound Frontage Rd to East of CR 3001)
366 CR 332 Realignment (South of FM 487 to North of CR 313)
370 MoKan (Georgetown Inner Loop to University Boulevard)
371 Corridor E2 (US 79 to Chandler Road / Corridor B2)
372 Corridor E3 (Chandler Road / Corridor B2 to Future SH 29)
375 CR 129 (South of Brushy Creek to North of the South Williamson County Line)
376 CR 134/CR 132 Extension (Hutto Arterial)
377 CR 112 Widening (FM 1460/A.W. Grimes to CR 117)
378 CR 112 Widening (CR 117 to CR 110)
380 MoKan (University Boulevard to SH 45)
381 Old Settlers Boulevard (North Red Bud Lane/CR 122 to CR 110)
391 CR 404 Realignment (CR 404 to FM 3349)
391a CR 132 Realignment
392 Southeast Loop Segment 2, Phase 1 (CR 137 to CR 404)
394 CR 307 Reconstruction (CR 307 North of CR 305 Jarrell)
459 Southeast Inner Loop Extension (Corridor C)
(Sam Houston Avenue at Patriot Way to SH 29)

Under Construction/Bidding

292 CR111/CR105 Westinghouse (FM 1460 to SH 130)
296 CR 366 (Chandler Road to Carlos G. Parker Boulevard Northwest)
307 Bud Stockton Extension (CR 305 to FM 487)
332 FM 3349/US 79 Interchange (US 79 to CR 404)
390c CR 401/CR 404 Improvements (US 79 to CR 404)
390e CR 404 at FM 973 (CR 404)
390f Future County Road (CR 404 to FM 973)
463 Southeast Loop Segment 1, Phase 1 (Corridor E1) (CR 138 to CR 137)

Completed/Open to Traffic

369 Bartlett Project (Cotrell Street)
373 Coupland Street Project (S. Broad & Muery Streets)
390a CR Improvements and Paving (CR401, CR402, CR404)
390b CR 404 Hutto Water Line Realignment (Along future CR 404, from CR 404 to CR 404 at FM 973)
374 Thrall Street Project - S. Bounds Street
486 Granger Project (Davilla Street Culvert) (Davilla Street to N Walton Street)

CR 101 (US 79 to Chandler Road)
Project No. 2138

Original Contract Price = $13,092,842.00

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
10/10/2019	11/5/2019	6/26/2020	7/6/2020	3/1/2022			540	64	604

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	7/6/2020	7/25/2020	20	$366,881.43	$366,881.43	$40,764.60	$40,764.60	3	3
2	7/26/2020	8/30/2020	36	$2,072,374.48	$2,439,255.91	$230,263.83	$271,028.43	22	9
3	8/31/2020	9/23/2020	24	$66,831.99	$2,506,087.90	$7,425.78	$278,454.21	23	13
4	9/24/2020	10/25/2020	32	$531,044.64	$3,037,132.54	$59,004.96	$337,459.17	27	19
5	10/26/2020	11/29/2020	35	$424,017.36	$3,461,149.90	$47,113.04	$384,572.21	31	24
6	11/30/2020	12/27/2020	28	$709,323.98	$4,170,473.88	$78,813.77	$463,385.98	38	29
7	12/28/2020	1/27/2021	31	$294,970.38	$4,465,444.26	$32,774.49	$496,160.47	40	34
8	2/1/2021	2/28/2021	28	$293,948.14	$4,759,392.40	$32,660.91	$528,821.38	43	39
9	3/1/2021	3/31/2021	31	$367,172.81	$5,126,565.21	$40,796.97	$569,618.35	46	44
10	4/1/2021	4/30/2021	30	$421,691.16	$5,548,256.37	$46,854.58	$616,472.93	50	49
11	5/1/2021	5/31/2021	31	$703,963.56	$6,252,219.93	$78,218.17	$694,691.10	56	54
12	6/1/2021	6/30/2021	30	$348,806.38	$6,601,026.31	$38,756.27	$733,447.37	60	59
13	7/1/2021	7/31/2021	31	$450,541.31	$7,051,567.62	$50,060.14	$783,507.51	64	64
14	8/1/2021	8/31/2021	31	$759,767.66	$7,811,335.28	$84,418.63	$867,926.14	71	69
15	9/1/2021	9/30/2021	30	$572,768.63	$8,384,103.91	$63,640.96	$931,567.10	76	74
16	10/1/2021	10/31/2021	31	$731,491.99	$9,115,595.90	-$451,798.89	$479,768.21	78	79
17	11/1/2021	11/30/2021	30	$496,699.04	$9,612,294.94	$26,142.05	$505,910.26	82	84
18	12/1/2021	12/31/2021	31	$786,832.47	$10,399,127.41	$41,412.24	$547,322.50	89	89
19	1/1/2022	1/31/2022	31	$168,386.88	$10,567,514.29	$8,862.46	$556,184.96	90	95
20	2/1/2022	2/28/2022	28	$662,254.39	$11,229,768.68	$34,855.50	$591,040.46	96	99
21	3/1/2022	3/31/2022	1	$174,865.08	$11,404,633.76	$9,203.42	$600,243.88	98	99
22	4/1/2022	4/30/2022	0	$427,447.18	$11,832,080.94	-$358,772.84	$241,471.04	98	111
23	5/1/2022	5/31/2022	0	$58,135.36	$11,890,216.30	$1,186.44	$242,657.48	99	111
24	6/1/2022	6/30/2022	0	$1,755.09	$11,891,971.39	$35.81	$242,693.29	99	111
25	7/1/2022	7/31/2022	0	$1,665.44	$11,893,636.83	$33.99	$242,727.28	99	111
26	8/1/2022	9/30/2022	0	$36,850.58	$11,930,487.41	$752.05	$243,479.33	98.9	111

g Comments - Final Balancing Change Order processed, coordinating final acceptance with the contractor.

Change Order Number	Approved	Cost This CO	Total COs
01	9/14/2021	$ 139,570.57	$ 139,570.57

3F: County Convenience. Additional work desired by the County. This Change Order adds various changes to the project, including additional pipe underdrains to help alleviate groundwater, concrete used to backfill Culvert 4, and use of full-depth asphalt on side roads and intersections to expedite reconstruction of roadways.

Change Order Number	Approved	Cost This CO	Total COs
02	9/14/2021	$ 87,600.15	$ 227,170.72

3F: County Convenience. Additional work desired by the County. This Change Order documents the change in the method of installation of the 24" waterline encasement pipe across CR 368 and CR 101 and adds 4 - 4" bores and water meter relocations to the contract.

Change Order Number	Approved	Cost This CO	Total COs
03	9/28/2021	$ 81,281.83	$ 308,452.55

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

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

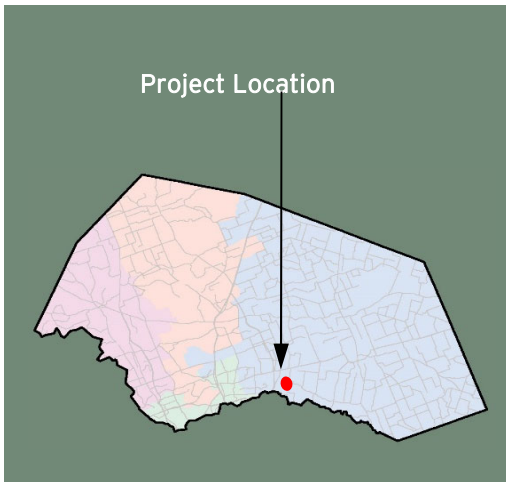
3C. County Convenience. Implementation of a Value Engineering finding. This Change Order removes quantities for various Jonah Water SUD water line items, due to an alignment shift at the southern end of the project at the US 79 intersection. 3F. County Convenience. Additional work desired by the County. This change order adds a force account item to the contract to compensate the contractor for pavement repairs in the roadway and to perform grading to prevent future saturation.

Change Order Number	Approved	Cost This CO	Total COs
05	12/21/2022	$ (727,246.14)	$ (785,313.40)

2E: Differing Site Conditions (unforseeable). Miscellaneous difference in site conditions (unforseeable). This Change Order provides the final balancing for the overrun and underrun of Contract quantities on the project as a result of addressing field conditions not accounted for in the original plans. This Change Order also adds items to the contract to compensate the Contractor for various work including the removal of the drainage pipe at Driveway 19, installing a box culvert and the safety end treatments for the culvert per RFI 20, compensation for unused water line materials that could not be restocked, and compensation for relocation of encasement due to changing field conditions.

Adjusted Price = $12,307,528.60





Southeast Loop Segment 1, Phase 1
(Northbound Frontage of SH 130 to CR 137)

Project Length: 1.848 Miles
Roadway Classification: Rural Collector

Project Schedule: July 2021 - Summer 2023
Estimated Construction Cost: $11.7 Million



DECEMBER 2022 IN REVIEW

12/2/22: James Construction (JCG) set the bridge deck railing and poured the curb and gutter tie-ins for the SCS Pond 21 Bridge. JCG poured the remaining sections of the Tributary Bridge concrete riprap curtain and poured the sidewalk riprap between the two bridges.

12/9/22: JCG placed asphalt on the CR 137 widening and on the SCS Pond 21 Bridge tie-ins. JCG removed the temporary driveway to the Bridge Church and welded the handrail on the walls on both sides of the Bridge Church Driveway.

12/16/22: JCG formed and poured curb and gutter for the Bridge Church and DNT driveways. JCG formed and poured the remaining concrete riprap for the sidewalk between the two bridges and placed topsoil underneath the SCS Pond bridge on both sides.

12/23/22: JCG formed the concrete riprap at Abutment 8 on the SCS Pond 21 Bridge. JCG also graded and placed topsoil along CR 137 and the CR 137 tie-in. Work this week was slow due to inclement weather.

12/30/22: No work performed due to the holidays.



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

Williamson County
Road Bond Program

HNTB

Project Name: Southeast Loop Segment 1, Phase 1
Project No. T3346

Original Contract Price = $11,526,789.09

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
3/30/2021	4/27/2021	7/12/2021	7/19/2021				534	24	558

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	7/19/2021	8/31/2021	44	$767,411.06	$767,411.06	$85,267.90	$85,267.90	7	8
2	9/1/2021	9/30/2021	30	$328,739.28	$1,096,150.34	$36,526.58	$121,794.48	10	13
3	10/1/2021	10/31/2021	31	$221,811.16	$1,317,961.50	$24,645.69	$146,440.17	12	19
4	11/1/2021	11/30/2021	30	$278,008.69	$1,595,970.19	$30,889.85	$177,330.02	15	24
5	12/1/2021	12/31/2021	31	$331,070.23	$1,927,040.42	$36,785.58	$214,115.60	18	30
6	1/1/2022	1/31/2022	31	$624,535.89	$2,551,576.31	$69,392.88	$283,508.48	24	35
7	2/1/2022	2/28/2022	28	$352,666.85	$2,904,243.16	$39,185.20	$322,693.68	27	40
8	3/1/2022	3/31/2022	31	$815,310.79	$3,719,553.95	$90,590.09	$413,283.77	35	46
9	4/1/2022	4/30/2022	30	$741,856.71	$4,461,410.66	$82,428.53	$495,712.30	42	51
10	5/1/2022	5/31/2022	31	$625,433.98	$5,086,844.64	$69,492.66	$565,204.96	48	57
11	6/1/2022	6/30/2022	30	$498,845.27	$5,585,689.91	$55,427.25	$620,632.21	53	62
12	7/1/2022	7/31/2022	31	$521,580.90	$6,107,270.81	$57,953.44	$678,585.65	58	68
13	8/1/2022	8/31/2022	31	$672,002.44	$6,779,273.25	$74,666.93	$753,252.58	64	73
14	9/1/2022	9/30/2022	30	$936,075.41	$7,715,348.66	$104,008.38	$857,260.96	73	79
15	10/1/2022	10/31/2022	31	$851,880.44	$8,567,229.10	-$406,354.16	$450,906.80	77	84
16	11/1/2022	11/30/2022	30	$625,070.26	$9,192,299.36	$32,898.43	$483,805.23	82	90

12/31/2022 Comments - Asphalt paving and bridge work continues; environmental measures installed at the SCS Pond and Tributary Creek.

Change Order Number	Approved	Cost This CO	Total COs
01	8/3/2021	$ 148,710.35	$ 148,710.35

6B. This Change Order adds the installation of barbed wire fence and gates along the north and south sides of the right of way on the Wolfe property. The Contractor will not be able to start work until the fence is installed. Twenty four (24) days are being added to the contract to compensate the contractor for this impact.

Change Order Number	Approved	Cost This CO	Total COs
02	10/4/2002	$73,007.39	$221,717.74

2C. Differing site conditions (Unforeseeable). New development (conditions changing after PS&E completed): This Change Order documents various changes to the contract related to new developer and Church driveways on the west end of the project. 3F. County Convenience. Additional work desired by the County: In addition to the driveways, the bridge rail was changed along the bridge to a more appealing look. 1B. Design Error or Omission. Other: Additional excavation was needed in Pond 21 to create more volume and line EA had to be adjusted for optimum flow along Wall 4.

Adjusted Price = $11,748,506.83

Project Name: Coupland (S. Broad and Muery St.) Project
Project No. 21IFB20

Original Contract Price = $519,919.00

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
10/13/2021	10/27/2021	3/25/2022	4/5/2022	6/15/2022			96		96

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	4/5/2022	7/8/2022	72	$284,289.95	$284,289.95	$31,587.77	$31,587.77	70	75
2	9/9/2022	9/23/2022	0	$156,134.52	$440,424.47	-$22,599.52	$8,988.25	99.7	75

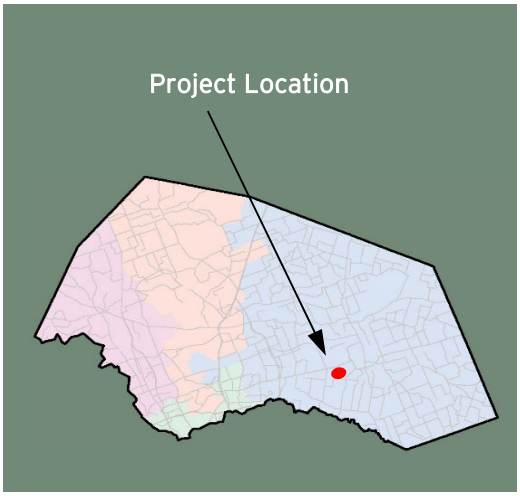
12/31/2022 Comments - Coordinating final paperwork with the Contractor.

Change Order Number	Approved	Cost This CO	Total COs
01	9/14/2022	$ (68,961.25)	$ (68,961.25)

2. Differing Site Conditions. 2E. Miscellaneous difference in site conditions (unforeseeable). This Change Order provides the final balancing for the overrun/underrun of Contract quantities on the project as a result of addressing field conditions not accounted for in the original plans. This Change Order also revises the pavement section and adds drainage improvements along Broad and Muery Street.

Adjusted Price = $450,957.75





CR 401 Reconstruction

Project Length: 1.253 Miles
Roadway Classification: Rural Collector

Project Schedule: April 2022 - Summer 2023
Estimated Construction Cost: $13.3 Million



DECEMBER 2022 IN REVIEW

12/2/22: James Construction (JCG) began excavating and forming for the rip rap on the upstream side of Culvert 2. Subcontractor Flasher painted the temporary striping on the new asphalt for the traffic switch. The traffic was switched to the new configuration on Friday, December 2nd.

12/9/22: JCG placed asphalt on the CR 137 widening and the SCS Pond 21 Bridge tie-ins. JCG removed the temporary driveway to the Bridge Church and welded the handrail on the walls on both sides of the Bridge Church Driveway.

12/16/22: JCG continued forming and pouring the rip rap on the back slope of the ditch line just north of CR 402. JCG lime treated the subgrade in the center median of US 79. Dirt crews began embankment for the south header of the bridge and removed the old culvert at the Mustang Creek Tributary.

12/23/22: JCG mixed the lime treated subgrade in the center median of US 79. Subcontractor Wylie Drilling drilled and placed concrete for the Phase 2 drill shafts at abutment 1, bent 2, and abutment 3 of the Mustang Creek Tributary bridge.

12/30/22: Subcontractor Sexton continued boring the water line by Mustang Creek Tributary.



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

Williamson County
Road Bond Program

HNTB

Project Name: CR 401 Reconstruction Project
Project No. 22IFB57

Original Contract Price = $12,673,200.94

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
3/11/2022	3/22/2022	4/21/2022	5/2/2022				505	-70	435

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	4/14/2022	4/21/2022	0	$541,350.00	$541,350.00	$60,150.00	$60,150.00	5	0
2	4/22/2022	5/31/2022	30	$213,264.25	$754,614.25	$23,696.03	$83,846.03	6	7
3	6/1/2022	7/1/2022	31	$1,394,793.70	$2,149,407.95	$154,977.08	$238,823.11	18	14
4	7/2/2022	7/31/2022	30	$690,418.59	$2,839,826.54	$76,713.17	$315,536.28	24	21
5	8/1/2022	8/31/2022	31	$276,688.62	$3,116,515.16	$30,743.18	$346,279.46	26	28
6	9/1/2022	9/30/2022	30	$784,682.38	$3,901,197.54	$87,186.93	$433,466.39	33	35
7	10/1/2022	10/31/2022	31	$776,738.57	$4,677,936.11	$86,304.29	$519,770.68	39	42
8	11/1/2022	11/30/2022	30	$875,684.24	$5,553,620.35	$97,298.25	$617,068.93	46	49

12/31/2022 Comments - Roadway work and Mustang Creek Tributary Bridge work continues.

Change Order Number	Approved	Cost This CO	Total COs
01	9/15/2022	$ 13,315.52	$ 13,315.52

3G. County Convenience. Compliance requirements of new laws and/or policies. Revised the pavement section within the US 79 TxDOT ROW to meet their requirements and revised some signal phasing/timing at the proposed intersection of US 79 and CR 401.

Change Order Number	Approved	Cost This CO	Total COs
02	9/20/2022	$ 414,400.00	$ 427,715.52

4B. Third Party Accommodation. Third party requested work. This Change Order reduces the Contract Time by 70 days, from 505 Calendar days to 435 Calendar Days with a maximum incentive cap. This acceleration in the Contract Time is necessary, in order to meet the County's project delivery deadline of 7/31/2023.

Change Order Number	Approved	Cost This CO	Total COs
03	10/5/2022	$ 214,351.37	$ 642,066.89

3F. County Convenience. Additional work desired by the County. This Change Order changes the City of Taylor water line pipe material from ductile iron to PVC. This is necessary, due to the availability of materials.

Adjusted Price = $13,315,267.83

Project Name: CR 404 Hutto Water Line HDPE Pipe
Project No. 22IFB96

Original Contract Price = $1,862,199.25

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
5/2/2022	5/10/2022	5/13/2022	5/23/2022	9/30/2022			30	105	135

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	5/23/2022	5/31/2022	9	$1,435,719.80	$1,435,719.80	$75,564.20	$75,564.20	81	7
2	6/1/2022	6/30/2022	30	$115,763.68	$1,551,483.48	$6,092.83	$81,657.03	88	29
3	7/1/2022	7/31/2022	31	$91,900.31	$1,643,383.79	$4,836.85	$86,493.88	93	52
4	8/1/2022	8/31/2022	31	$93,601.60	$1,736,985.39	$4,926.40	$91,420.28	98	75
5	9/1/2022	9/30/2022	30	$8,353.90	$1,745,339.29	$439.68	$91,859.96	99	97
6	10/1/2022	10/31/2022	4	$55,115.98	$1,800,455.27	-$55,115.97	$36,743.99	99	100
7	11/1/2022	12/31/2022	0	$21,679.55	$1,822,134.82	$442.44	$37,186.43	100%	100

12/31/2022 Comments - Processing final balancing change order and close out paperwork with the contractor.

Change Order Number	Approved	Cost This CO	Total COs
01	12/21/2022	-2,878.00	-2,878.00

3F. County Convenience. Additional work desired by the County. This Change Order creates an item to reimburse the Contractor for the additional bond premium paid to comply with the City of Hutto bond requirements. Additionally, there will be one hundred five days added to the contract to administratively match the date of the Contractor's request for Substantial Completion. The HDPE pipe was delivered per the contract requirements but the letter requesting Substantial Completion was submitted late.

Adjusted Price = $1,859,321.25

Project Name: CR 404 Hutto Water Line Realignment
Project No. T5045

Original Contract Price = $2,897,639.00

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
8/25/2021	9/14/2021	5/13/2022	5/23/2022	10/4/2022			65	66	131

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	1/12/2022	2/6/2022	0	$49,500.00	$49,500.00	$5,500.00	$5,500.00	2	0
2	2/7/2022	4/30/2022	0	$144,305.28	$193,805.28	$16,033.92	$21,533.92	7	0
3	5/23/2022	6/30/2022	39	$397,058.96	$590,864.24	$44,117.66	$65,651.58	20	30
4	7/1/2022	7/31/2022	31	$817,451.13	$1,408,315.37	$90,827.91	$156,479.49	48	53
5	8/1/2022	8/31/2022	31	$939,288.59	$2,347,603.96	-$32,921.39	$123,558.10	76	77
6	9/1/2022	9/30/2022	30	$437,512.66	$2,785,116.62	$23,026.99	$146,585.09	90	100
7	10/1/2022	10/31/2022	0	$215,612.00	$3,000,728.62	$11,348.00	$157,933.09	97	100
8	11/1/2022	11/30/2022	0	$229,003.10	$3,229,731.72	-$92,020.20	$65,912.89	101	100

12/31/2022 Comments - Final balancing Change Order executed; coordinating final paperwork with the Contractor

Change Order Number	Approved	Cost This CO	Total COs
01	6/9/2022	$ (232,550.27)	$ (232,550.27)

3F. County Convenience. Additional work desired by the County. This Change Order revises the original water line pipe design from 18 inch ductile iron to 24 inch HDPE pipe. Due to the Contract value of this requested change, the 24 inch HDPE pipe material and the fusion of that pipe is also being removed from this Contract and will be bid under a separate Contract.

Change Order Number	Approved	Cost This CO	Total COs
02	7/12/2022	$ 625,239.52	$ 392,689.25

3F. County Convenience. Additional work desired by the County. This Change Order adds the relocation of the Jonah Water line along CR 401 that is currently in conflict with the CR 401 Reconstruction project. It is necessary to add this scope to this Contract, in order to meet Samsung's deadline of 7/31/2023.

Change Order Number	Approved	Cost This CO	Total COs
03	11/22/2022	$ 47,778.00	440,467.25

2G. Unadjusted utility (unforeseeable). This Change Order adds the installation of a temporary bypass water line to avoid conflict of the proposed drill shafts for the bridge at Mustang Creek Tributary 2.

Change Order Number	Approved	Cost This CO	Total COs
04	11/22/2022	$ 89,204.91	529,672.16

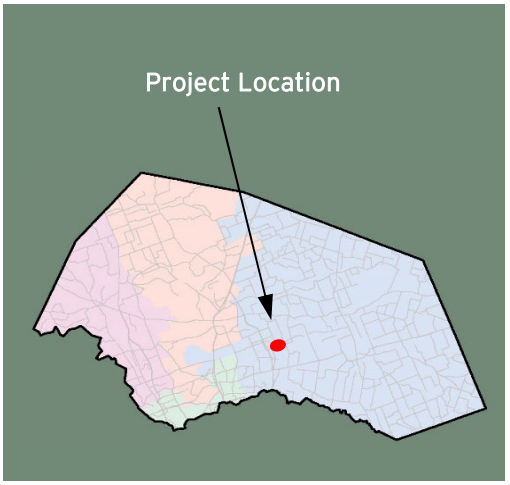
2I: Additional safety needs (unforeseeable). This Change Order is to pay the Contractor for performing flagging and monitoring operations while jacking and boring an encasement pipe with a water line carrier pipe underneath the Union Pacific Rail Road (UPRR) tracks. Flagging and track monitoring is required by UPRR, when there is work in or under their Right of Way.

Change Order Number	Approved	Cost This CO	Total COs
05	12/14/2022	$ (155,246.74)	374,425.42

2E. Miscellaneous difference in site conditions (unforseeable)(Item 9). This Change Order provides the final balancing for the overruns/underruns of Contract quantities on the project that are a result of addressing field conditions not accounted for in the original plans. This Change Order also adds line stops, gate valves, and open cutting for encasement to allow for an easier transition from the old water line to the new water line.

Adjusted Price = $3,272,064.42





Future County Road
(CR 404 to FM 973)

Project Length: 1.466 Miles
Roadway Classification: Rural Major Collector

Project Schedule: August 2022 - Fall 2023
Estimated Construction Cost: $11.3 Million



DECEMBER 2022 IN REVIEW

12/2/22: Chasco Constructors continued stripping and stockpiling topsoil and excavating down to subgrade throughout the project. Chasco poured concrete for Abutment 9 backwall and bent Cap 4. The contractor completed pouring all columns for the Boggy Creek Tributary Bridge.

12/9/22: Chasco continued stripping and stockpiling topsoil and excavating down to subgrade throughout the project. Chasco formed and poured concrete for rip rap at Abutment 1. Concrete crews formed and poured the Bent 5 bridge cap and the remaining columns at Bent 8.

12/16/22: Chasco continued stripping and stockpiling topsoil and excavating down to subgrade throughout the project. Chasco formed and poured concrete for rip rap at Abutment 9. Concrete crews formed and poured the Bent 6 bridge cap.

12/23/22: Chasco continued stripping and stockpiling topsoil and excavating down to subgrade throughout the project. Chasco formed and poured the Bent 6 bridge cap.

12/30/22: Chasco continued stripping and stockpiling topsoil and excavating down to subgrade throughout the project.



Design Engineer: HNTB
Contractor: Chasco
Construction Observation:
Bruce Williams, HNTB

Williamson County
Road Bond Program

HNTB

Project Name: Future County Road
Project No. 22IFB126

Original Contract Price = $11,289,929.00

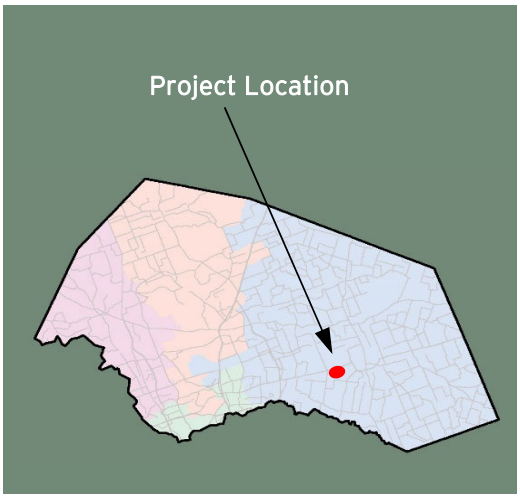
Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
7/12/2022	7/19/2022	8/5/2022	8/15/2022				413		413

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	8/15/2022	9/27/2022	44	$415,099.80	$415,099.80	$46,122.20	$46,122.20	4	11
2	9/28/2022	10/31/2022	34	$1,256,916.42	$1,672,016.22	$139,657.38	$185,779.58	16	19
3	11/1/2022	11/30/2022	30	$529,743.42	$2,201,759.64	$58,860.38	$244,639.96	22	26

12/31/2022 Comments - Contractor completed drilled shafts and columns, working on bent caps; continued excavating down to subgrade throughout the project.

Adjusted Price = $11,289,929.00





FM 3349 at US 79
(FM 3349 from US 79 to CR 404 and new interchange on US 79 at FM 3349 and CR 101)

Project Length: 4.108 Miles
Roadway Classification: Rural Major Collector

Project Schedule: October 2022 - Summer 2025 (Roadwork)
Estimated Construction Cost: $81.9 Million



DECEMBER 2022 IN REVIEW

12/2/22: James Construction (JCG) continued setting up field offices and grading at the construction yard. JCG demolished the existing house at the gun store location and began demolishing the existing house at FM 3349 and CR 101.

12/9/22: JCG continued setting up field offices and grading at the construction yard. JCG began cutting grades of drill shafts at southbound bridge on the north side of US 79. Subcontractor GK mobilized onsite and started tying drill shaft cages for bents 1 and 2 of the southbound bridge.

12/16/22: JCG began cutting grades of drill shafts at southbound bridge on the north side of US 79. Subcontractor GK continued tying drill shaft cages for bents 1 and 2 of southbound bridge.

12/23/22: JCG set grades for drill shafts at the southbound and northbound bridges on the north side of US 79. Subcontractor Wylie continued drilling and pouring concrete for bridge drill shafts.

12/30/22: Subcontractor GK continued tying drill shaft rebar cages for bents 10 to 12 of the southbound and northbound bridges. Subcontractor Wylie continued drilling and pouring concrete for bridge Bent 7 drill shafts.



Design Engineer: HDR
Contractor: James Construction
Construction Observation:
Asif Mirzazada, HNTB

Williamson County
Road Bond Program

HNTB

Project Name: FM 3349 at US 79
Project No. 22IFB139

Original Contract Price = $81,941,038.13

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
8/24/2022	9/26/2022	10/6/2022	10/17/2022				1394		1394

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	10/26/2022	11/25/2022	31	$755,690.77	$755,690.77	$0.00	$0.00	1	2

12/31/2023 Comments - Contractor continues demolishing existing structures and installing environmental controls; installation of drilled shafts started.

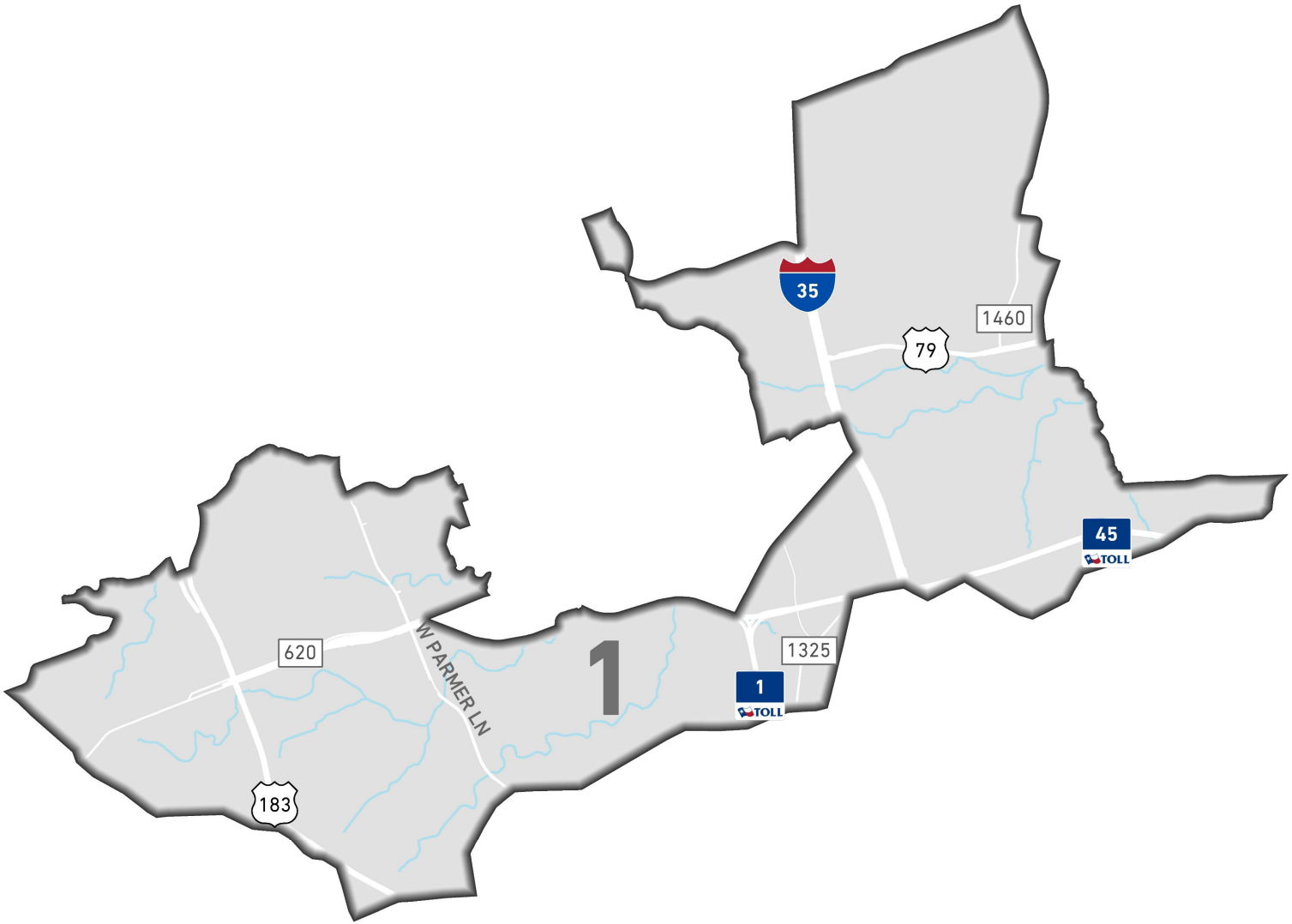
Adjusted Price = $81,941,038.13

Williamson County Commissioners Court

Road Bond Program

January 17, 2023

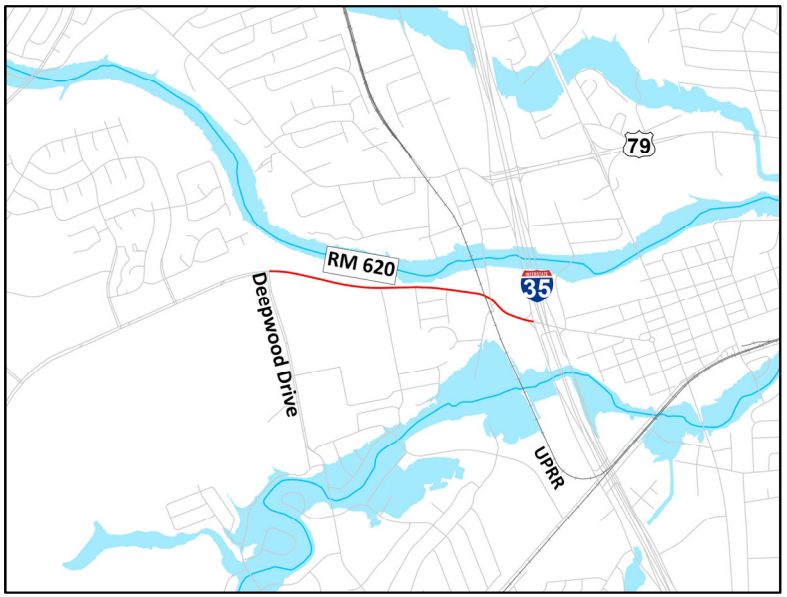
Precinct 1



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

Anticipated Completion

Fall 2023



Partnership with TxDOT and the City of Round Rock

Original Contract Amount = $27,468,703.67

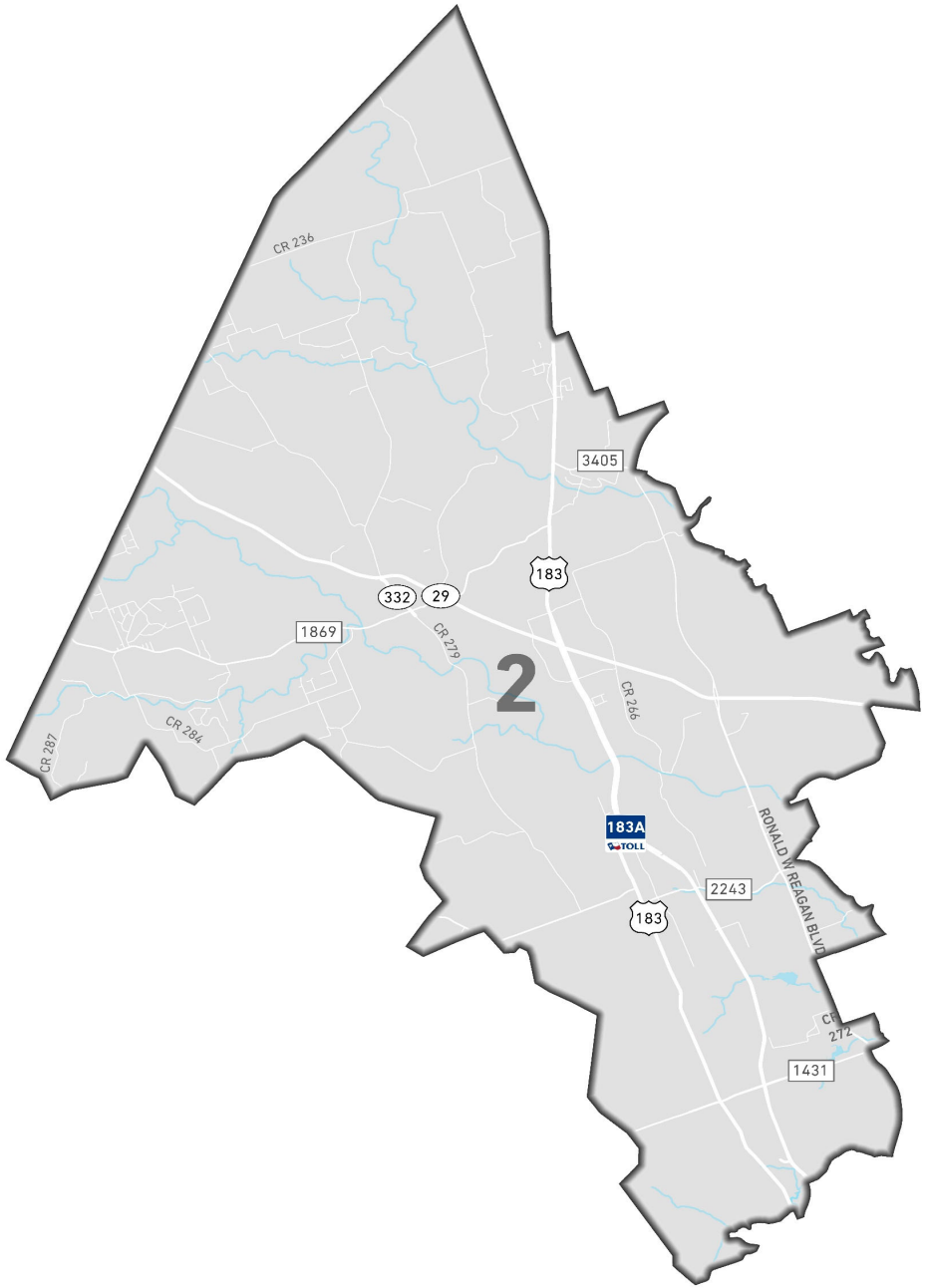
Construction is managed by TxDOT

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



WILLIAMSON COUNTY
1848

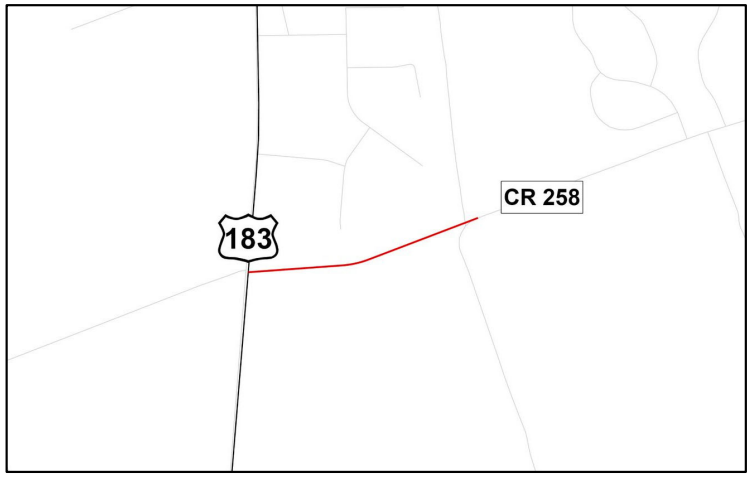
Precinct 2



CR 258 Extension

Anticipated Completion

January 2024



Original Contract Price = $5,836,754.36

Total Change Orders to Date = $422,565.69

Adjusted Contract Price = $6,259,320.05

Expenditures to Date = $52,878.00 (1%)

CR 258 Extension



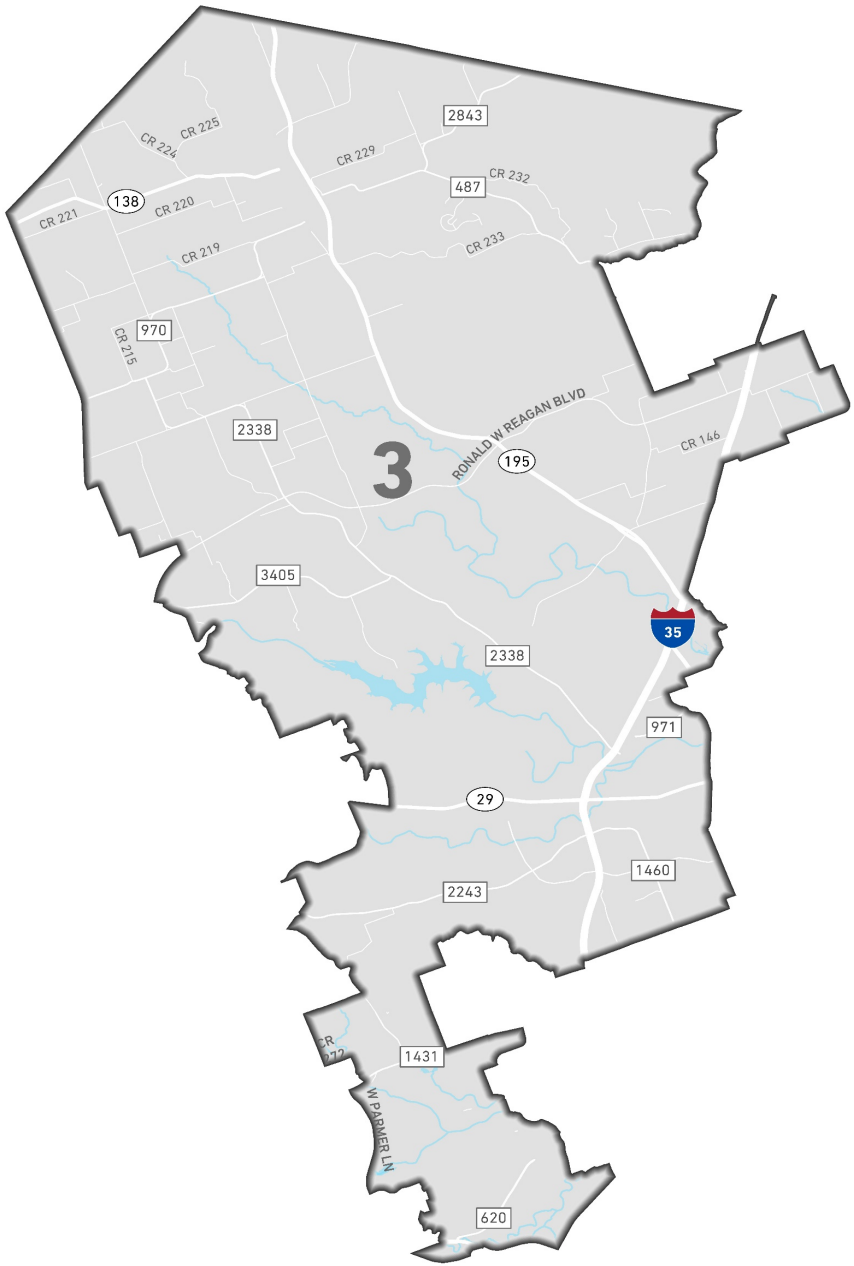
CR 258 Extension



CR 258 Extension



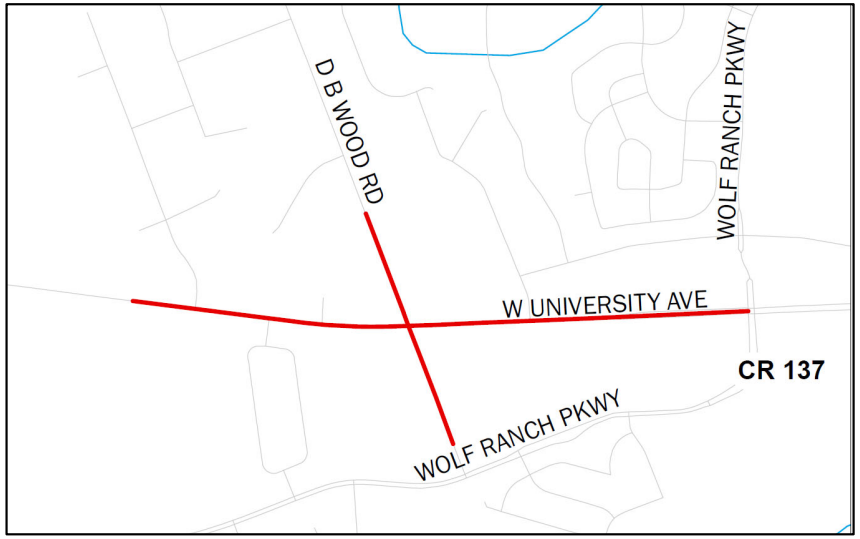
Precinct 3


3
2843
CR 225
CR 224
CR 229
CR 232
487
138
CR 221
CR 220
CR 233
CR 219
970
CR 215
2338
RONALD W REAGAN BLVD
195
CR 146
3405
35
2338
971
29
1460
2243
1431
W PARMER LN
620

SH 29
(DB Wood Intersection)

Anticipated Completion

Spring 2023



Partnership TxDOT

Original Contract Amount = $5,548,287.93

Construction is managed by TxDOT

SH 29
(DB Wood Intersection)



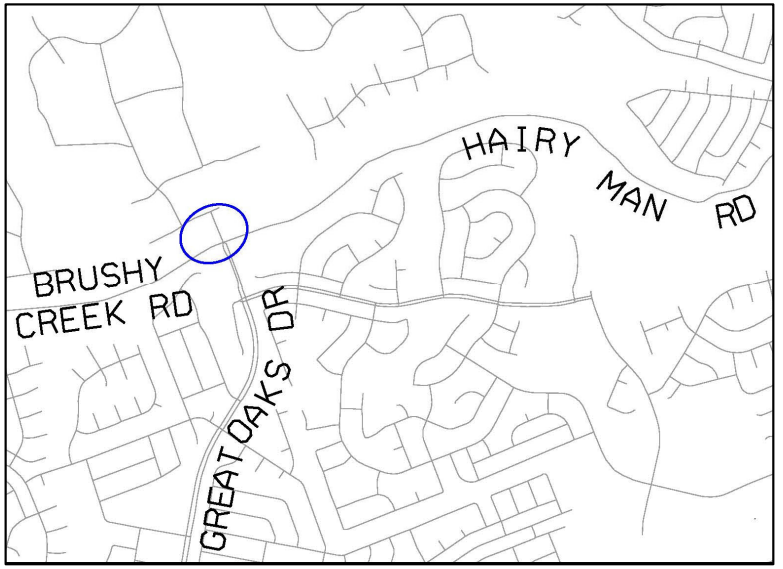
SH 29
(DB Wood Intersection)



Great Oaks Bridge at Brushy Creek

Anticipated Completion

Spring 2023



Original Contract Price = $10,580,634.11

Total Change Orders to Date = $129,722.12

Adjusted Contract Price = $10,710,356.23

Expenditures to Date = $6,533,482.10 (61%)

Great Oaks Bridge at Brushy Creek



Great Oaks Bridge at Brushy Creek



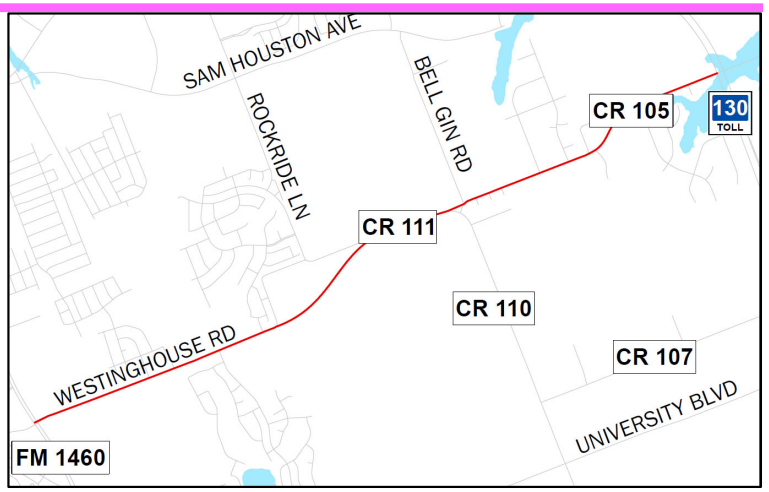
Great Oaks Bridge at Brushy Creek



CR 111 Westinghouse Road

Anticipated Completion

Spring 2024



Original Contract Price = $21,024,332.88

Total Change Orders to Date = $1,085,426.30

Adjusted Contract Price = $22,109,759.18

Expenditures to Date = $10,655,408.01 (48%)

CR 111 Westinghouse Road



CR 111 Westinghouse Road



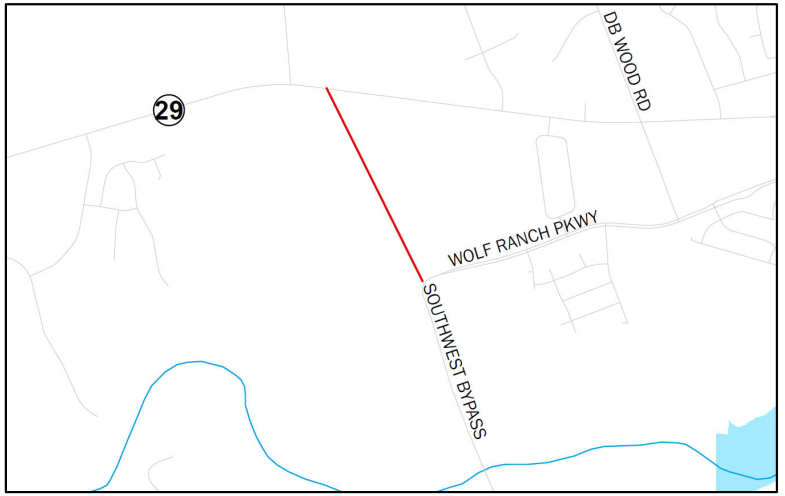
CR 111 Westinghouse Road



Southwest Bypass Extension

Anticipated Completion

Summer 2023



Original Contract Price = $4,288,543.00

Total Change Orders to Date = $0.00

Adjusted Contract Price = $4,288,543.00

Expenditures to Date = $1,104,798.06 (26%)

Southwest Bypass Extension



Southwest Bypass Extension



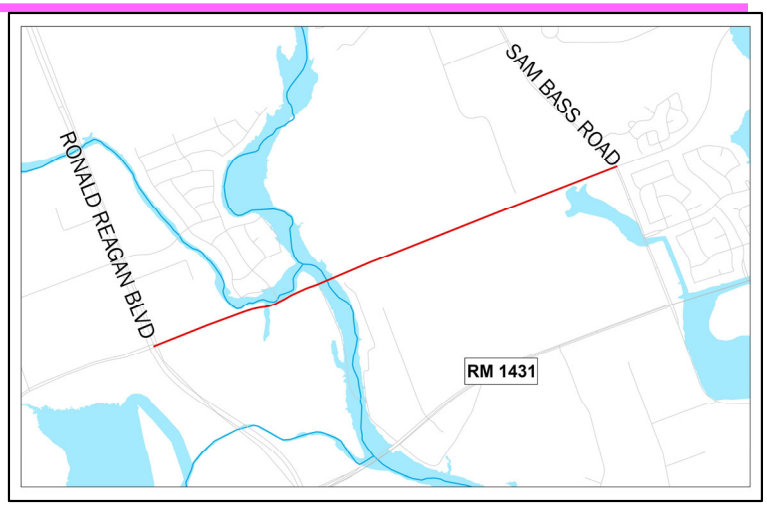
Southwest Bypass Extension



New Hope Drive Phase 2A

Anticipated Completion

Spring 2024



Partnership with the City of Cedar Park

Original Contract Amount = $22,619,961.16

Construction is managed by the City of Cedar Park

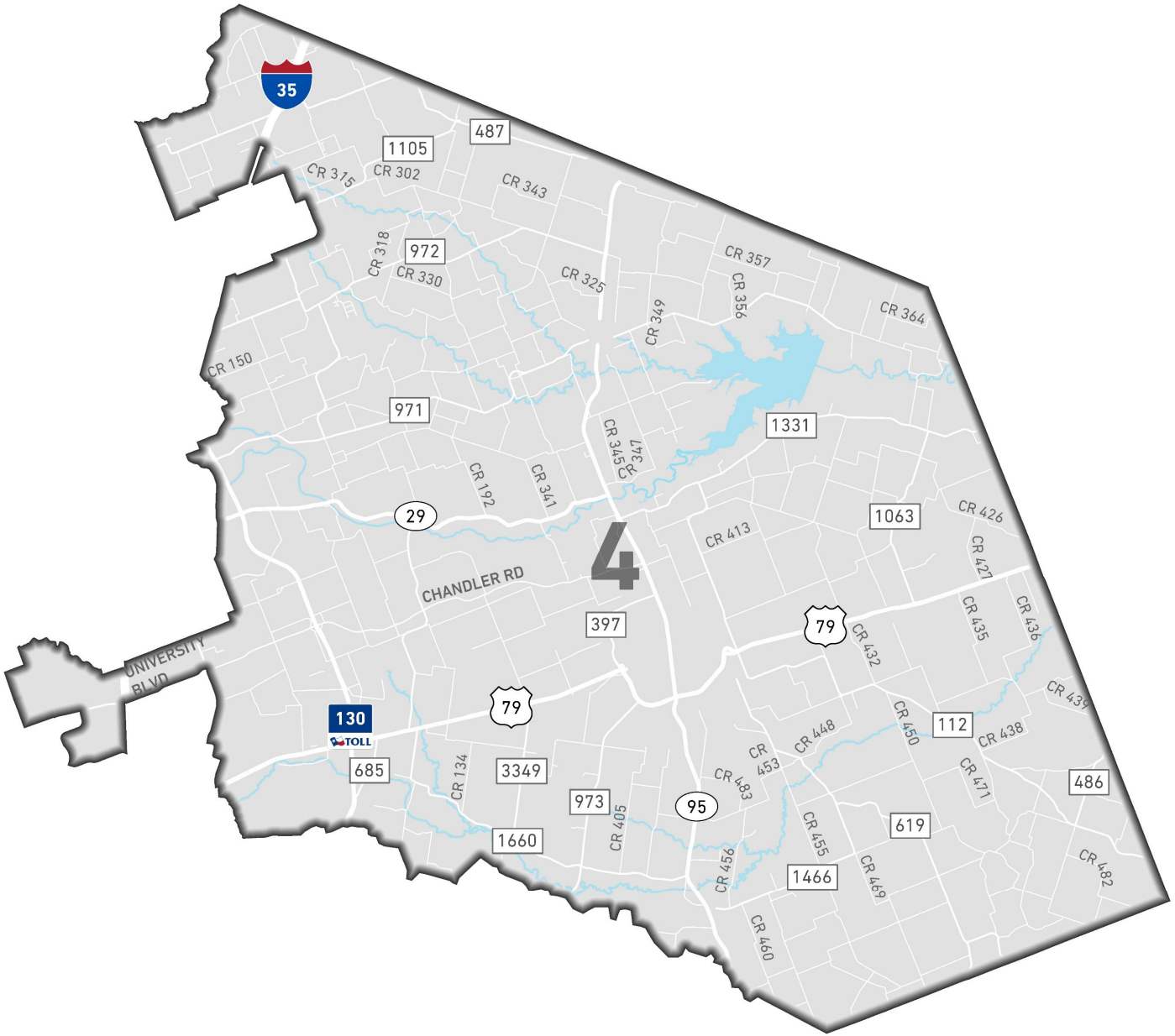
New Hope Drive Phase 2A



New Hope Drive Phase 2A



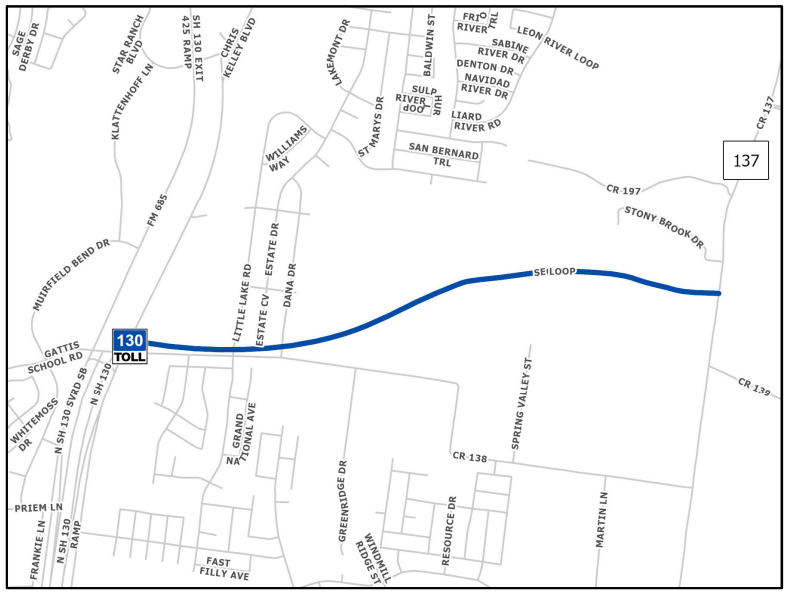
Precinct 4


35
487
1105
CR 315
CR 302
CR 343
CR 318
972
CR 330
CR 325
CR 357
CR 356
CR 364
CR 349
CR 150
971
1331
CR 345
CR 347
CR 192
CR 341
29
4
CR 413
1063
CR 426
CR 427
CHANDLER RD
397
79
CR 432
CR 435
CR 436
CR 431
UNIVERSITY BLVD
130
TOLL
79
CR 450
112
CR 438
CR 448
CR 453
CR 483
CR 471
685
CR 134
3349
973
CR 405
95
486
619
1660
CR 455
CR 456
1466
CR 469
CR 482
CR 460

Southeast Loop Segment 1, Phase 1 (Corridor E1) (CR 138 to CR 137)

Anticipated Completion

Summer 2023



Original Contract Amount = $11,526,789.09

Total Change Orders = $221,717.74

Adjusted Contract Price = $11,748,506.83

Expenditures to Date = $9,676,104.59 (82%)

Southeast Loop Segment 1, Phase 1 (Corridor E1) (CR 138 to CR 137)



Southeast Loop Segment 1, Phase 1 (Corridor E1) (CR 138 to CR 137)



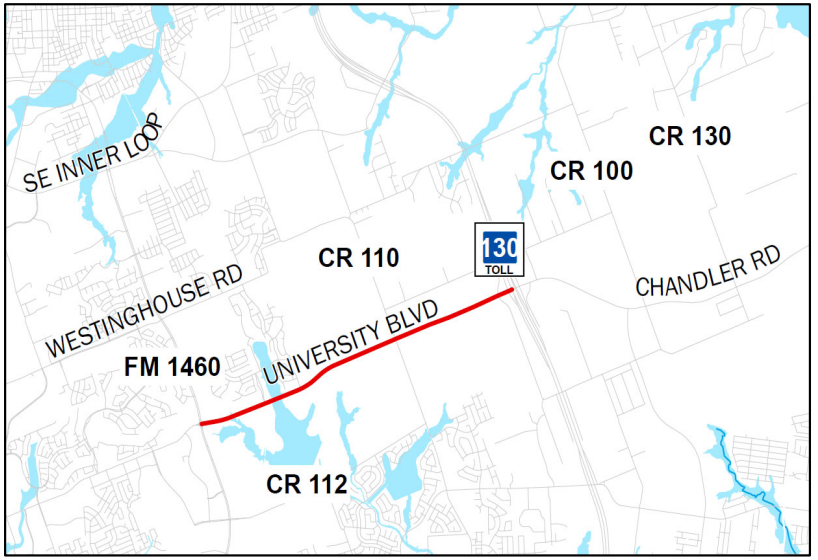
Southeast Loop Segment 1, Phase 1 (Corridor E1) (CR 138 to CR 137)



University Boulevard Expansion (Chandler Road)

Anticipated Completion

Spring 2023



Partnership with the City of Round Rock

Original Contract Amount = $11,104,890.49

Construction is managed by the City of Round Rock

University Boulevard Expansion (Chandler Road)



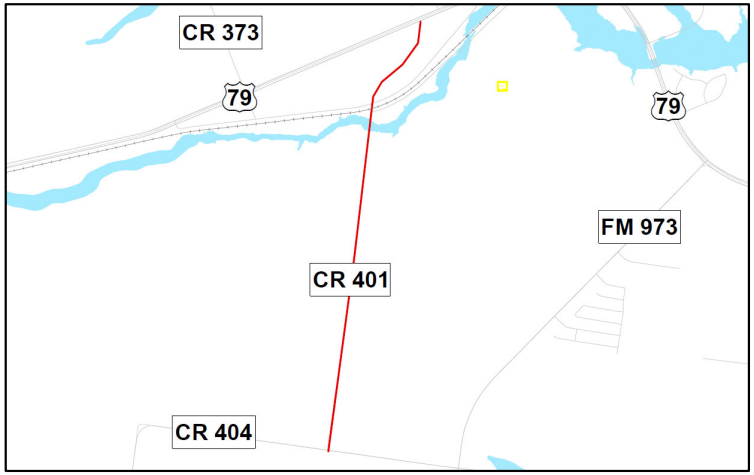
University Boulevard Expansion (Chandler Road)



CR 401 Reconstruction

Anticipated Completion

Summer 2023



Original Contract Amount = $12,673,200.94

Total Change Orders = $642,066.89

Adjusted Contract Price = $ 13,315,267.83

Expenditures to Date = $6,639,578.99 (50%)

CR 401 Reconstruction



CR 401 Reconstruction



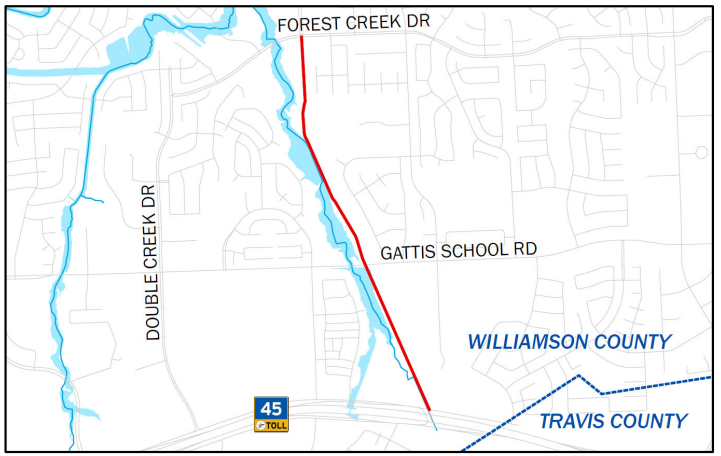
CR 401 Reconstruction



Kenney Fort Boulevard – Seg. 2 and 3 (Forest Creek Drive to SH 45)

Anticipated Completion

Late 2023



Partnership with the City of Round Rock

Original Contract Amount = $23,409,120.97

Construction is managed by the City of Round Rock

Kenney Fort Boulevard – Seg. 2 and 3 (Forest Creek Drive to SH 45)



Kenney Fort Boulevard – Seg. 2 and 3 (Forest Creek Drive to SH 45)



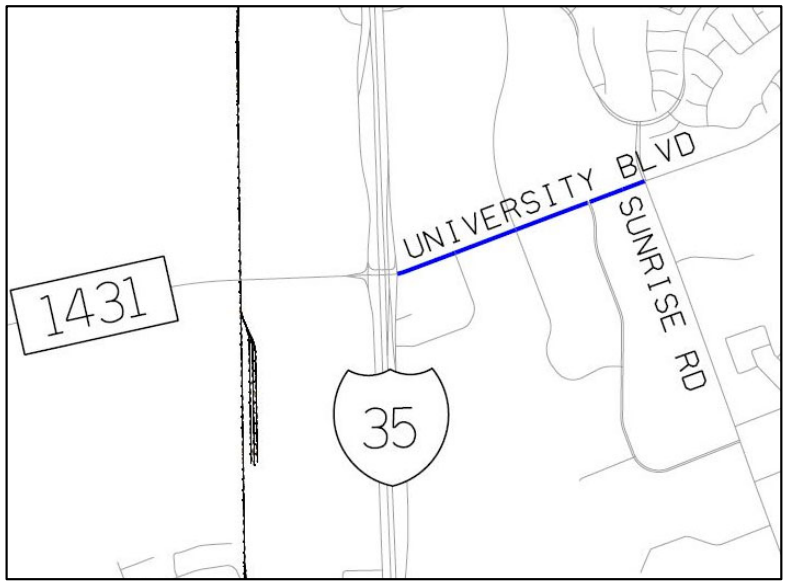
Kenney Fort Boulevard – Seg. 2 and 3 (Forest Creek Drive to SH 45)



University Boulevard Widening (IH 35 to Sunrise Road)

Anticipated Completion

Spring 2023



Partnership with the City of Round Rock

Original Contract Amount = $12,135,410.45

Construction is managed by the City of Round Rock

University Boulevard Widening
(IH 35 to Sunrise Road)



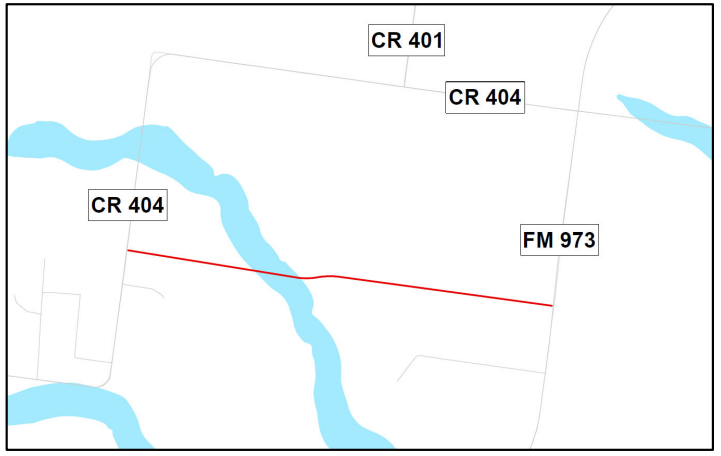
University Boulevard Widening
(IH 35 to Sunrise Road)



Future County Road (CR 404 to FM 973)

Anticipated Completion

Fall 2023



Original Contract Amount = $11,289,929.00

Total Change Orders = $0.00

Adjusted Contract Price = $11,289,929.00

Expenditures to Date = $2,664,996.60 (24%)

Future County Road
(CR 404 to FM 973)



Future County Road
(CR 404 to FM 973)



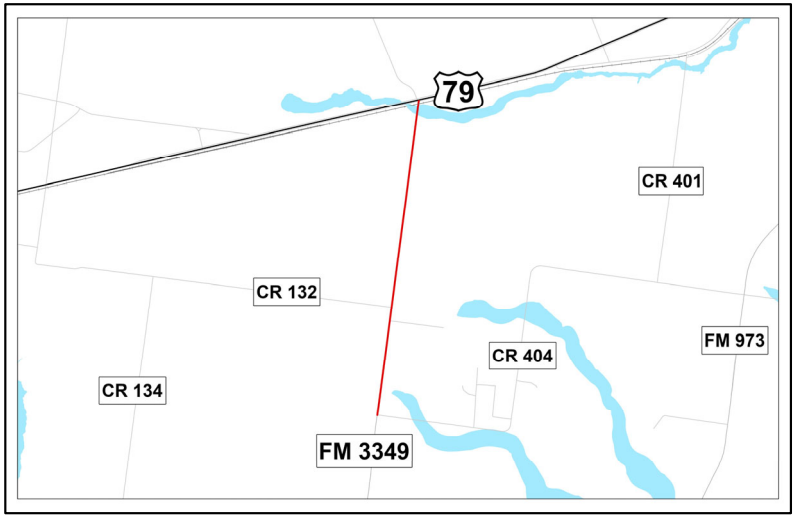
Future County Road
(CR 404 to FM 973)



FM 3349 / US 79 Interchange (US 79 to CR 404)

Anticipated Completion

Summer 2025 (Roadwork)



Original Contract Amount = $81,941,038.13

Total Change Orders = $0.00

Adjusted Contract Price = $0.00

Expenditures to Date = $755,690.77 (1%)

FM 3349 / US 79 Interchange
(US 79 to CR 404)



FM 3349 / US 79 Interchange
(US 79 to CR 404)



Commissioners Court - Regular Session **52.**

Meeting Date: 01/17/2023

Award of IFB #23IFB19 Asphalt Cement to Ergon Asphalt & Emulsions, Inc. for Road and Bridge Department

Submitted For: Joy Simonton **Submitted By:** Stephanie Robles, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on awarding IFB #23IFB19 Asphalt Cement to Ergon Asphalt & Emulsions, Inc. based on overall lowest and best bid for Asphalt Cement for the Road and Bridge Department.

Background

Williamson County sent out two hundred and twenty-nine (229) notifications with fifteen (15) document takers with one (1) submitting firm. The bid has been reviewed and the only bidder, Ergon Asphalt & Emulsions, Inc. was found to be responsive and materially balanced. In addition to meeting the bid qualifications subject to being low bidder this vendor has successfully performed similar work on other projects. It is recommended to award the Asphalt Cement IFB #23IFB19 contract to Ergon Asphalt & Emulsions, Inc. The contract term is one (1) year with two (2) one-year renewal options. The approved budget for this commodity is $450,000.00 annually. Funding source: 01.0200.0210.003597. The point of contact is Terron Evertson.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Bid Tabulation

Award Recommendation Letter

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	01/12/2023 06:49 AM
County Judge Exec Asst.	Becky Pruitt	01/12/2023 08:29 AM
Form Started By: Stephanie Robles		Started On: 01/11/2023 05:40 PM
Final Approval Date: 01/12/2023		

BID FORM
23IFB19 ASPHALT CEMENT
WILLIAMSON COUNTY- TEXAS

Ergon Asphalt & Emulsions, Inc.

Item #	Description	Estimated Quantity	Unit	Unit Price
1	Asphalt Cement (AC-10)	50,000	GAL	2.95
2	Asphalt Cement (AC-20)	50,000	GAL	2.84
3	Asphalt Cement (PG 64-22)	50,000	GAL	2.84

WILLIAMSON COUNTY
1848

January 6, 2023

Ms. Joy Simonton
Director/Purchasing Agent
Williamson County Purchasing Department
100 Wilco Way, Suite P101
Georgetown, Texas 78626

Subject: Recommendation for IFB #23IFB19 – Asphalt Cement

After reviewing all the pertinent information, we have concluded that Ergon Asphalt & Emulsions, Inc. submitted the overall lowest and best offer for the 23IFB19 bid, Asphalt Cement. I recommend to the Williamson County Commissioners Court that they award Ergon Asphalt & Emulsions, Inc. the vendor for IFB #23IFB19 – Asphalt Cement.

Please feel free to contact me if you have any questions or concerns.

Sincerely,

J. Terron Evertson, P.E.
County Engineer

Commissioners Court - Regular Session **53.**

Meeting Date: 01/17/2023

23IFB12 CR 245 Reconstruction - 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 23IFB12 - CR 245 Reconstruction, a Road Bond program in Commissioner Pct. 3 Project: P353 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

Attachments

23IFB12-CR 245 NOI

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	01/12/2023 09:18 AM
Form Started By: Julissa Vasquez		Started On: 01/11/2023 02:16 PM
Final Approval Date: 01/12/2023		

Texas Commission on Environmental Quality

Construction Notice of Intent

Site Information (Regulated Entity)

What is the name of the site to be authorized?	CR 245 Reconstruction
Does the site have a physical address?	No
Physical Address	
Because there is no physical address, describe how to locate this site:	North of RM 2338 to Ronald Reagan Blvd.
City	Georgetown
State	TX
ZIP	78633
County	WILLIAMSON
Latitude (N) (##.######)	30.432069
Longitude (W) (-###.######)	-97.462409
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 245 Reconstruction
Does the RE site have a physical address?	No
Physical Address	
Because there is no physical address, describe how to locate this site:	North of RM 2338 to Ronald Reagan Blvd.
City	Georgetown
State	TX
ZIP	78633
County	WILLIAMSON
Latitude (N) (##.######)	30.432069
Longitude (W) (-###.######)	-97.462409
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

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?	16.59
Is the project site part of a larger common plan of development or sale?	No
What is the estimated start date of the project?	01/13/2023
What is the estimated end date of the project?	09/30/2024
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?	Cowan Creek, Berry Creek
What is the segment number(s) of the classified water body(s) that the discharge will eventually reach?	1248
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 **54.**

Meeting Date: 01/17/2023

23IFB13 Bud Stockton 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 23IFB13 - Bud Stockton Extension, a Road Bond program in Commissioner Pct. 4 Project: P307 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

Attachments

23IFB13 Bud Stockton NOI

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	01/12/2023 09:18 AM
Form Started By: Julissa Vasquez		Started On: 01/11/2023 02:28 PM
Final Approval Date: 01/12/2023		

Texas Commission on Environmental Quality

Construction Notice of Intent

Site Information (Regulated Entity)

What is the name of the site to be authorized?	Bud Stockton Extension
Does the site have a physical address?	No
Physical Address	
Because there is no physical address, describe how to locate this site:	From FM 487 to CR 305
City	Jarrell
State	TX
ZIP	76537
County	WILLIAMSON
Latitude (N) (##.######)	30.48573
Longitude (W) (-###.######)	-97.37268
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)?	Bud Stockton Extension
Does the RE site have a physical address?	No
Physical Address	
Because there is no physical address, describe how to locate this site:	From FM 487 to CR 305
City	Jarrell
State	TX
ZIP	76537
County	WILLIAMSON
Latitude (N) (##.######)	30.48573
Longitude (W) (-###.######)	-97.37268
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

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?	13.09
Is the project site part of a larger common plan of development or sale?	No
What is the estimated start date of the project?	01/12/2023
What is the estimated end date of the project?	10/30/2023
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?	Salado Creek, Lampasas River
What is the segment number(s) of the classified water body(s) that the discharge will eventually reach?	1243|1217
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 **55.**

Meeting Date: 01/17/2023

CR 258 Detour Notification

Submitted By: Marie Walters, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding closing a portion of the existing CR 258 and detouring traffic during construction of the intersection CR 258 Extension project, a 2013 Road Bond Project in Precinct 2.

Background

The proposed detour of existing CR 258 is necessary to construct the intersection between the existing CR 258 road and the new CR 258 extension. The existing CR 258 closure and detour will last approximately three months. Adjacent property owners, Williamson County Emergency Communications, the US Postal Service, and the Liberty Hill ISD will be notified, prior to any changes in the traffic pattern.

Fiscal Impact

From/To	Acct No.	Description	Amount

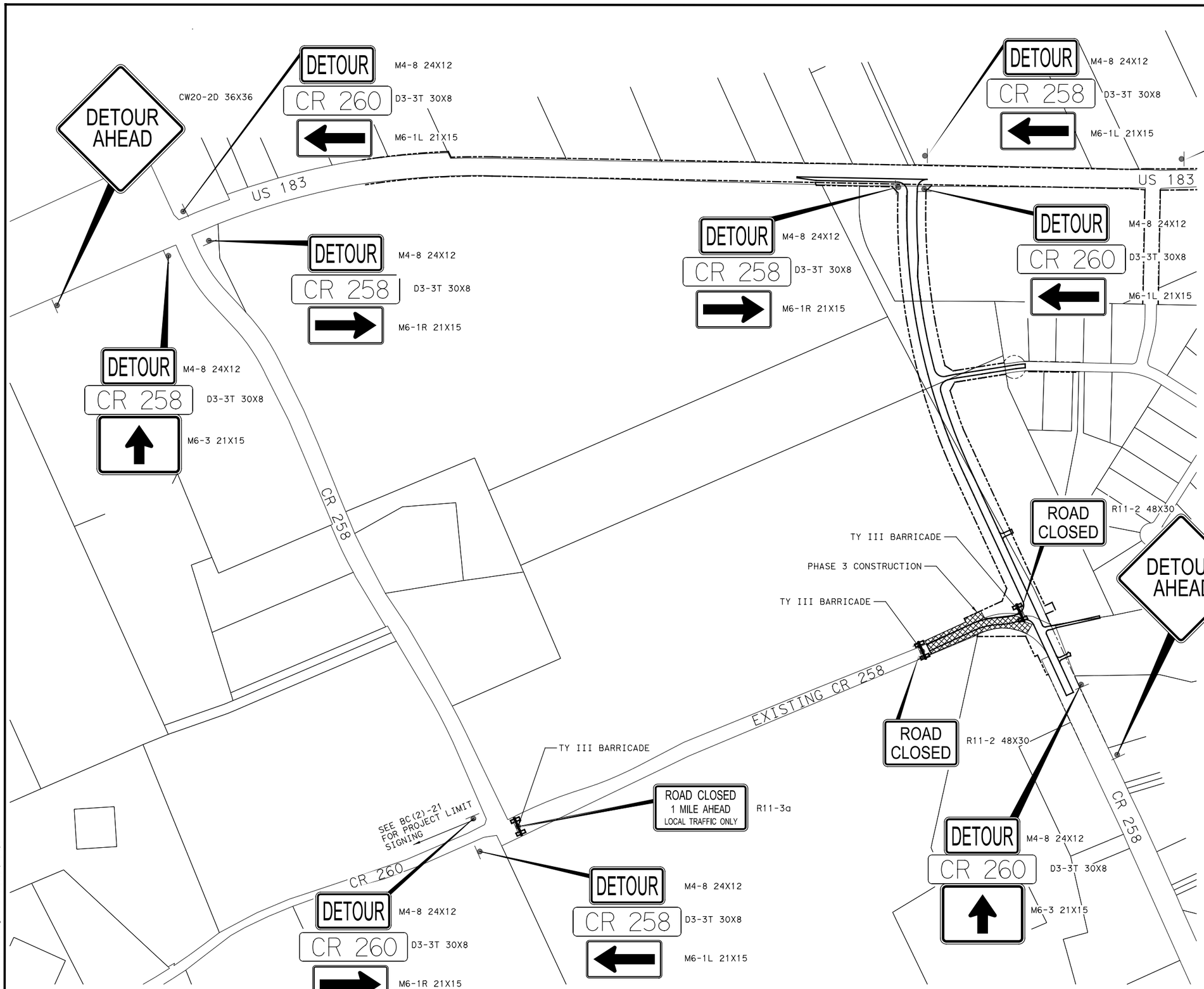
Attachments

CR258-DetourExhibit

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	01/12/2023 11:19 AM
Form Started By: Marie Walters		Started On: 01/11/2023 10:15 AM
Final Approval Date: 01/12/2023		

FINAL SUBMITTAL



STATE OF TEXAS
ADAM M. PFEIFFER
132899
LICENSED PROFESSIONAL ENGINEER
6/28/2022

REV	DATE	DESCRIPTION	APPROVED

AMERICAN STRUCTUREPOINT INC.
TBPE FIRM NO. F-10069
3711 SOUTH MOPAC EXPY
BUILDING ONE, SUITE 350
AUSTIN, TX 78746
TEL 512.494.6037 FAX 317.543.0270
www.structurepoint.com

WILLIAMSON COUNTY
1848

CR 258 EXTENSION

TRAFFIC CONTROL PLAN
DETOUR ROUTE PHASE 3

SHEET 1 OF 1

DESIGN	GRAPHICS	CHECK	CHECK	SHEET NO.
AMP	RAC	FG	RJZ	17
	STATE	COUNTY	PRECINCT	
	TX	WILCO	PCT 2	

Commissioners Court - Regular Session **56.**

Meeting Date: 01/17/2023

CR 404 Realignment THC Antiquities Permit Application

Submitted By: Marie Walters, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action regarding an Antiquities Permit Application to the Texas Historical Commission (THC), required as part of the Due Diligence Environmental Investigations on the CR 404 Realignment Project (P391), a Road Bond Project in Commissioner Pct 4.

Background

This project was previously studied under an archeological field investigation permit approved in Williamson County Commissioners Court on February 15, 2022. Since that time, the project alignment has been revised, requiring additional investigation.

The permit requests the approval of pedestrian survey. No investigations will take place until a permit is received from the Texas Historical Commission. Portions of the attached application have been redacted prior to placing on the court agenda, to protect restricted information. Redacted information will be included in the application to the Texas Historical Commission.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

CR404Realignment-THC-AntiquitiesPermitApp

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	01/12/2023 11:51 AM
Form Started By: Marie Walters		Started On: 01/11/2023 04:16 PM
Final Approval Date: 01/12/2023		

TEXAS HISTORICAL COMMISSION

ANTIQUITIES PERMIT APPLICATION FORM ARCHEOLOGY

GENERAL INFORMATION

I. PROPERTY TYPE AND LOCATION

Project Name (and/or Site Trinomial) Archaeological investigation of Future CR 404 Expansion Project, Williamson County, TX
County (ies) Williamson County
USGS Quadrangle Name and Number *Taylor, TX USGS 7.5-minute quadrangle map*
UTM Coordinates Zone 14 E 646148 N 3378396
Location 0.16 miles southeast of CR 132 and FM 3349 intersection near Taylor, Texas.
Federal Involvement ❑ Yes ■ No
Name of Federal Agency
Agency Representative

II. OWNER (OR CONTROLLING AGENCY)

Owner Williamson County
Representative Bill Gravell Jr. (County Judge)
Address 710 South Main Street, Suite 101
City/State/Zip Georgetown, TX 78626
Telephone (include area code) 512-943-1150 Email Address ctyjudge@wilco.org

III. PROJECT SPONSOR (IF DIFFERENT FROM OWNER)

Sponsor
Representative
Address
City/State/Zip
Telephone (include area code) Email Address

PROJECT INFORMATION

I. PRINCIPAL INVESTIGATOR (ARCHEOLOGIST)

Name Christopher Shelton
Affiliation SWCA Environmental Consultants
Address 4949 N Loop 1604 West, Suite 235
City/State/Zip San Antonio , TX 78249
Telephone (include area code) 210-361-0721 Email Address cshelton@swca.com

(OVER)

ANTIQUITIES PERMIT APPLICATION FORM (CONTINUED)

II. PROJECT DESCRIPTION

Proposed Starting Date of Fieldwork 2/09/2023
Requested Permit Duration 5 Years 0 Months (1 year minimum)
Scope of Work (Provided an Outline of Proposed Work) see attached scope of work

III. CURATION & REPORT

Temporary Curatorial or Laboratory Facility SWCA (Austin) lab
Permanent Curatorial Facility CAR at UTSA

IV. LAND OWNER'S CERTIFICATION

I, Bill Gravell Jr. (County Judge), as legal representative of the Land Owner, Williamson County, do certify that I have reviewed the plans and research design, and that no investigations will be performed prior to the issuance of a permit by the Texas Historical Commission. Furthermore, I understand that the Owner, Sponsor, and Principal Investigator are responsible for completing the terms of the permit.
Signature _____ Date _____

V. SPONSOR'S CERTIFICATION

I, _____, as legal representative of the Sponsor, HNTB Corporation, do certify that I have review the plans and research design, and that no investigations will be performed prior to the issuance of a permit by the Texas Historical Commission. Furthermore, I understand that the Sponsor, Owner, and Principal Investigator are responsible for completing the terms of this permit.
Signature _____ Date _____

VI. INVESTIGATOR'S CERTIFICATION

I, Chris Shelton, as Principal Investigator employed by SWCA Environmental Consultants (Investigative Firm), do certify that I will execute this project according to the submitted plans and research design, and will not conduct any work prior to the issuance of a permit by the Texas Historical Commission. Furthermore, I understand that the Principal Investigator (and the Investigative Firm), as well as the Owner and Sponsor, are responsible for completing the terms of this permit.
Signature _____ Date 01/09/2023

Principal Investigator must attach a research design, a copy of the USGS quadrangle showing project boundaries, and any additional pertinent information. Curriculum vita must be on file with the Archeology Division.

FOR OFFICIAL USE ONLY

Reviewer _____ Date Permit Issues _____
Permit Number _____ Permit Expiration Date _____
Type of Permit _____ Date Received for Data Entry _____

Texas Historical Commission
Archeology Division
P.O. Box 12276, Austin, TX 78711-2276
Phone 512-463-6096
thc.texas.gov

SWCA
ENVIRONMENTAL CONSULTANTS
Sound Science. Creative Solutions.®

4407 Monterey Oaks Boulevard
Building 1, Suite 110
Austin, Texas 78749
Tel 512.476.0891 Fax 512.476.0893
www.swca.com

December 9, 2022

Rebecca Shelton
Texas Historical Commission
P.O. Box 12276
Austin, TX 78711-2276

Re: Request for Antiquities Permit to Conduct an Intensive Archaeological Investigation for the Proposed Future County Road 404 Expansion Project, Williamson County, Texas SWCA Project No. 59147-017.

Dear Ms. Shelton:

This letter is a request for a Texas Antiquities Permit to conduct an intensive archaeological investigation for the proposed Future County Road (CR) 404 Realignment Project (project), Williamson County, Texas. The proposed CR 404 realignment was originally surveyed by SWCA in March of 2022 under Texas Antiquities Permit No. 30534. The THC concurred with the findings and recommendations of the survey and the permit was subsequently closed and curated. However, since this time, Williamson County has required an adjustment to the original alignment, and additional areas will require a cultural resources survey under a new permit. The new alignment involves approximately 6.3 acres of linear alignment that was not surveyed in previous efforts.

As the project is proposed to occur on easement granted to Williamson County, a political subdivision of the state of Texas, a Texas Antiquities Permit is required in accordance with the Antiquities Code of Texas (Texas Natural Resource Code, Title 9, Chapter 191) and accompanying Rules of Practice and Procedure (Texas Administrative Code, Title 13, Chapter 26). To comply with requirements of the Antiquities Code of Texas (ACT), SWCA is proposing an intensive cultural resources survey with shovel testing of the project area.

If you have any questions or concerns, please feel free to contact me at (469) 955-0693 or cshelton@swca.com.

Sincerely,



Chris Shelton, M.A.
Principal Investigator

PROPOSED SCOPE OF WORK FOR INTENSIVE ARCHAEOLOGICAL INVESTIGATION OF FUTURE COUNTY ROAD 404 EXPANSION PROJECT, WILLIAMSON COUNTY, TEXAS

Project Landowner/Sponsor – Williamson County
Project Sponsor – HNTB Corporation
Project Consultant – SWCA Environmental Consultants
Principal Investigator – Chris Shelton, M.A.
Date – December 9, 2022

INTRODUCTION

On behalf of Williamson County, SWCA Environmental Consultants (SWCA) will conduct a cultural resources survey for the proposed Future County Road (CR) and CR 404 Realignment Project (project) located approximately 4.3 miles (7 kilometers [km]) southwest of the City of Taylor in Williamson County, Texas (Figure 1). SWCA previously conducted work for the project in March of 2022 under Texas Antiquities Permit No. 30534. However, after the investigation had been concluded in May of 2022 and the permit subsequently closed, a project alignment adjustment was required. A such, portions of the new alignment were not surveyed during the initial work and will require a cultural resources survey under a new permit. The unsurveyed project area is approximately 0.6 mile (1.0 km) in length and encompasses approximately 6.3 acres (2.5 hectares [ha]), and would connect existing Farm-to-Market Road (FM) 3349 to CR 404 (Figure 2).

The project is proposed to occur on easement granted to Williamson County, a political subdivision of the state of Texas, and as such the project will require review under the Antiquities Code of Texas (ACT). To comply with requirements of the ACT, SWCA is proposing an intensive cultural resources survey with shovel testing of the project area. This scope of work presents information on the project area; potential effects, known resources; and methods of the proposed survey, reporting, and curation.

PROJECT SETTING

The Future County Road and CR 404 Realignment Project is located southwest of the City of Taylor from FM 3349 at the western extent to FM 973 on the eastern extent, for a length of approximately 0.6 miles (1.0 km) and a total footprint encompassing approximately 6.3 acres (2.5 ha). The current project includes construction of an undivided four-lane roadway. The width of the proposed unsurveyed ROW is not expected exceed 180 feet (54.9 meter [m]), and the construction impacts will not generally exceed three feet (0.9 m) in depth. Aerial imagery shows the project area is currently comprised of agricultural fields and rural residential properties, and is depicted on the *Taylor, Texas* U.S. Geological Survey (USGS) 7.5-minute topographic quadrangle map (USGS 2022a) (see Figures 1 and 2).

Geology and Soils

The recorded surface geology within the project area consists entirely of early Late Cretaceous-age Austin Chalk deposits, which consists of relatively thick massive chalk deposits with some interbeds of calcareous clay (USGS 2022b). Seven soil types were identified as underlying the proposed project area (NRCS 2022) (Table 1; Figure 3). The majority of the project area (62.7 percent) is underlain by the Burleson clay soil series. The Burleson clay series soils consist of moderately well-drained, deep to clayey alluvium. The series is formed from Pleistocene-aged calcareous clayey alluvium on treads of Pleistocene-aged stream terraces (NRCS 2022).

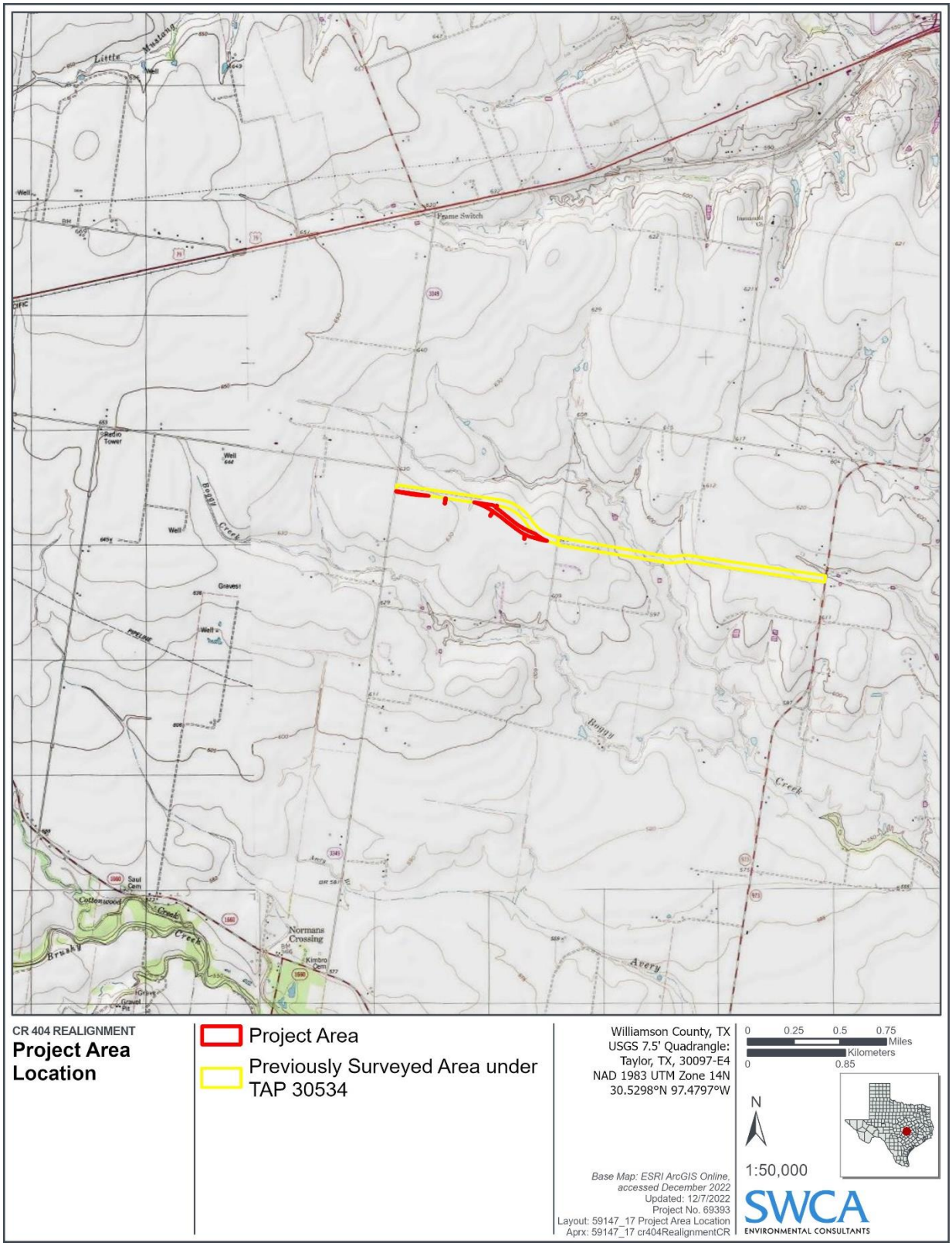


Figure 1. Project location map.

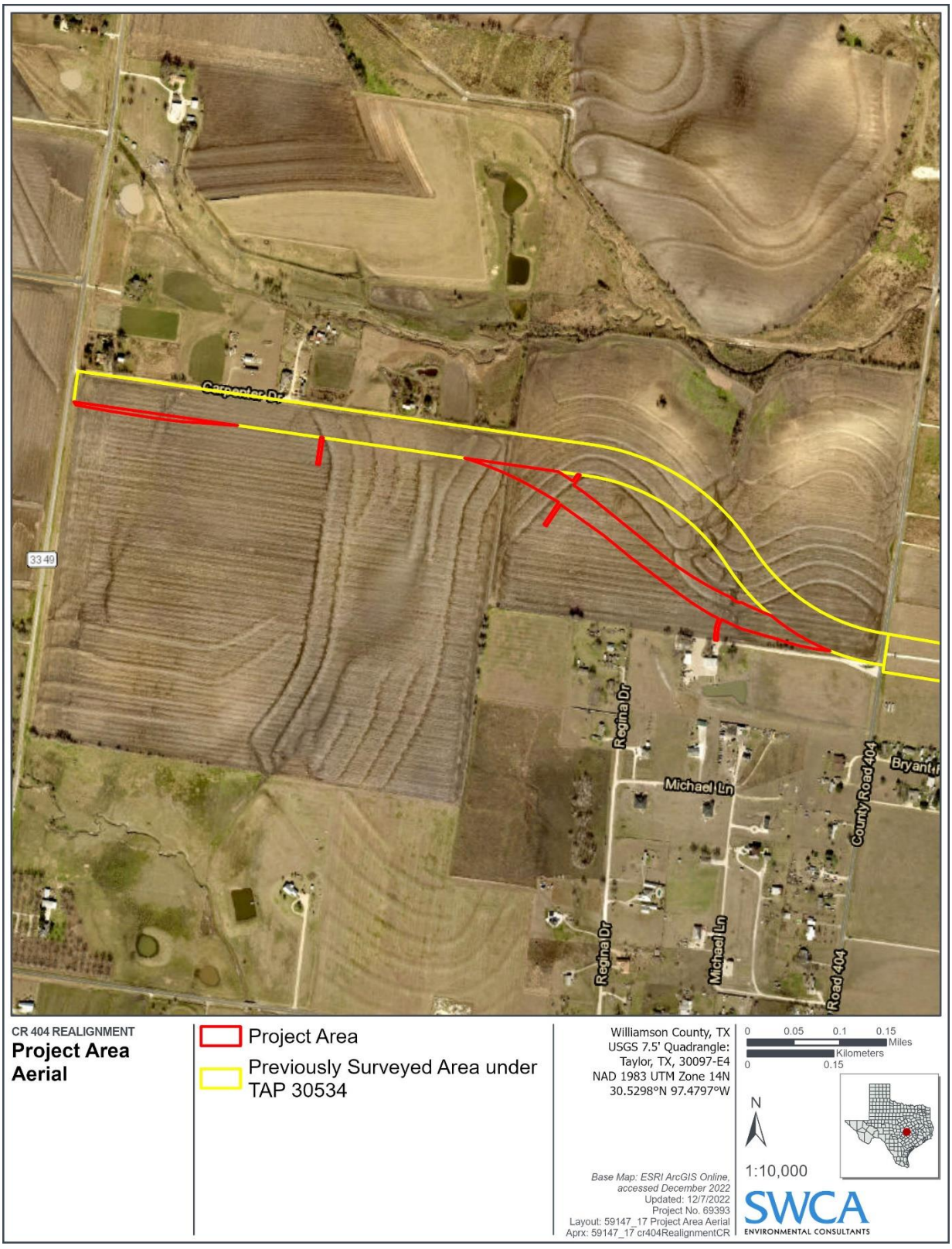


Figure 2. Project area map.



Figure 3. Project area soils map.

Table 1. Project Area Soils

Soil Name	Acreage	Percent of Project Area
Burleson clay, 0 to 1 percent slopes	3.8	60.6%
Branyon clay, 1 to 3 percent slopes	2.3	37.3%
Burleson clay, 1 to 3 percent slopes	0.1	2.1%
Total	**6.3**	**100.0%**

Source: NRCS (2022).

BACKGROUND REVIEW

An SWCA archaeologist researched the Texas Archeological Sites Atlas (Atlas), a restricted, online database maintained by the Texas Historical Commission (THC) and the Texas Archeological Research Laboratory, for any previously recorded surveys and historic or prehistoric archaeological sites located in or within 1 km (0.6 mile) of the project area. In addition to identifying previously recorded archeological sites, the Atlas review includes the following types of information: National Register of Historic Places (NRHP) districts and properties, State Antiquities Landmarks (SALs), Official Texas Historical Markers (OTHM), Registered Texas Historic Landmarks, cemeteries, and local neighborhood surveys. Listings in Atlas are limited to projects under purview of the ACT or the National Historic Preservation Act (NHPA) of 1966; therefore, all previous work conducted in an area may not be available. However, SWCA made a concerted effort to obtain reports for all previous cultural resources work conducted in the project area.

On December 2, 2022, SWCA completed a desktop review of the project. The review includes the approximately 6.3-acre (2.5-ha) project area and an additional 0.6-mile (1-km) radius around the project components (i.e., study area) (Figure 4). The review used the Atlas online database (THC 2022) to identify previously conducted surveys and known sites within the study area. The review also consulted historical topographic maps available through the USGS Historical Topographic Map Explorer (USGS 2022a), the Texas Historic Overlay (Foster et al. 2006), and modern aerial imagery to identify land use practices that may indicate the potential for or presence of cultural resources within the project area.

Previous Cultural Resources Surveys

The file search and literature review identified two previous cultural resources surveys which intersect proposed project area. As previously described, much of the currently proposed alignment was surveyed under Texas Antiquities Permit No. 30534 in early 2022 (Morton 2022). The survey intersecting the western terminus of the project area currently has no further information is available on the Atlas, but appears to be associated with Farm-to-Market 3349 (THC 2022).

Previously Recorded Cultural Resource Sites

A review of the study area determined there are three previously recorded archaeological sites within 0.6 mile (1 km) of the project area, including one site documented by SWCA archaeologists during the previous survey for the CR 404 project (i.e., 41WM1422, 41WM1445, and 41WM1469). Site 41WM1445 is located approximately 0.3 mile (0.4 km) south of the eastern terminus of the project area and was recorded in 2021 by AmaTerra Environmental, Inc. (THC 2022). The site was described as the remnants of an early to mid-twentieth century farmstead. The site consists of a historical debris field with concrete building foundations and was recommended as ineligible for the NRHP. In August of 2021, the THC reviewed the site and concurred with the recommendation of the investigators (THC 2022).

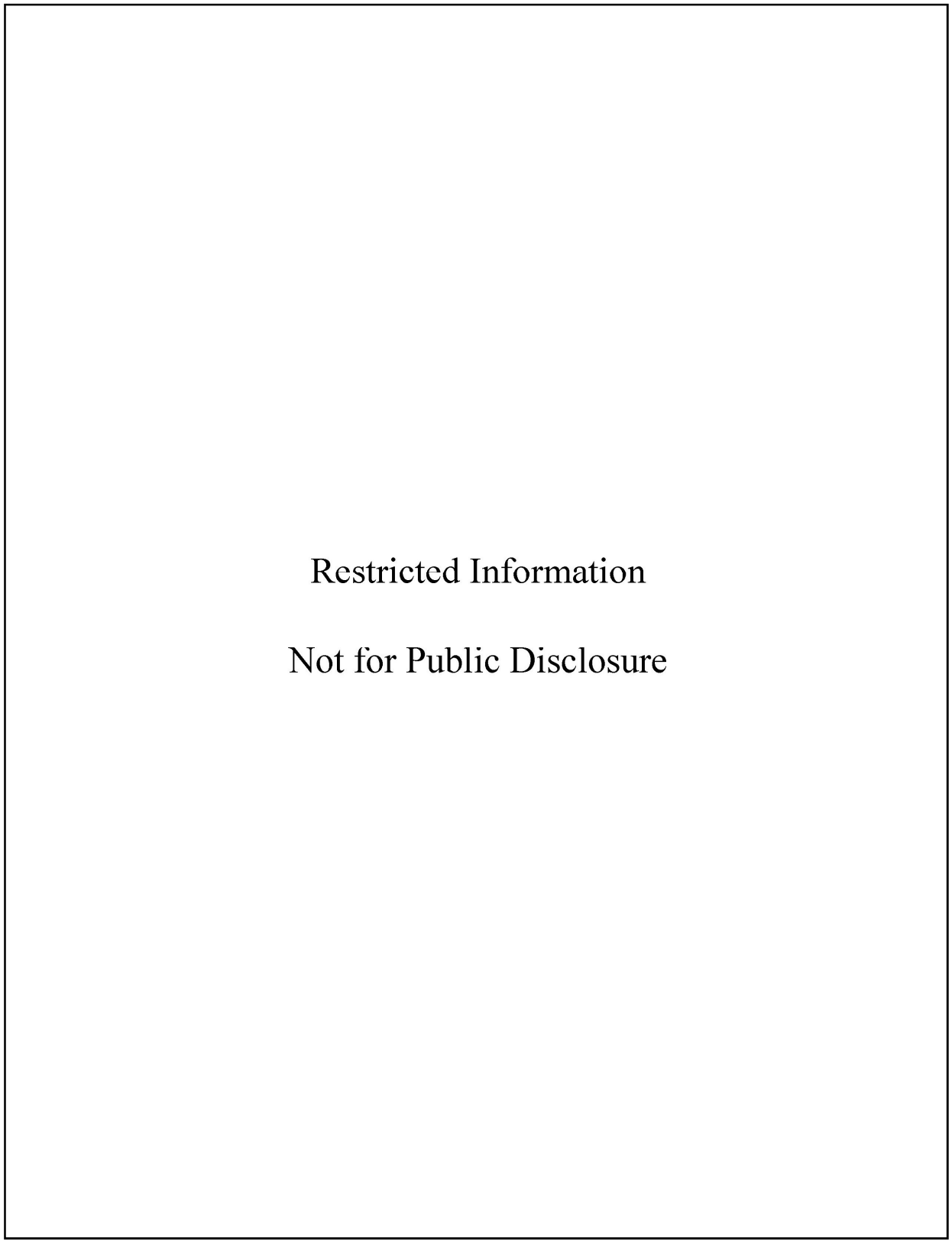


Figure 4. Background review results map.

Previously recorded site 41WM1422 is located approximately 0.5 mile (0.7 km) south of the eastern terminus of the project area and was recorded in 2020 by Cox McLain Environmental Consulting (THC 2022). The site was described as a brick well and metal well house surrounded by historical artifacts on the surface. The well and artifacts are thought to be associated with a homestead inhabited from the late nineteenth century to mid-twentieth century. Although the site has been determined to be ineligible for the NRHP within the surveyed ROW by the THC, the entirety of the site has yet to be surveyed and the NRHP eligibility remains undetermined (THC 2022).

Previously recorded site 41WM1469 is located within 300 feet (91.4 m) north of the project area and was recorded in 2022 by SWCA during the previous investigation for the CR 404 realignment project (THC 2022; Morton 2022). The site was described as a diffuse, historic surface scatter consisting of glass and ceramic fragments within an agricultural field. Due to the lack of features, paucity of artifacts, and lack of subsurface deposits, the site was recommended ineligible for the NRHP, concurred by the THC (THC 2022; Morton 2022).

Historical Map Review

The historical map review revealed the Camino Real de los Tejas historical trail is mapped within the 0.6-mile (1.0-km) review area (THC 2022). The Camino Real de los Tejas is a series of historical trails and roadways established by the Spanish, likely from preexisting Native American trails, in the early eighteenth century (Texas State Historical Association [TSHA] 2022). The roadway served as a vital artery for early Texas history for centuries; including, a supply line to Spanish missions, a route to connect centers of commerce, and as an immigration route from lands to the north and east (TSHA 2022). In 1915, the Texas legislature commissioned a study and survey to establish the likely position of the historic roadway and map the original route (TSHA 2022). The historical map review consisted of historical maps dating to 1964 (Foster et al., 2006; USGS 2022a). The review identified a total of 30 potential historical standing structures within the 0.6-mile (1-km) study area; of those potentially historical structures, none are depicted within the project area (Foster et al., 2006; USGS 2022c) (Figure 5).

PROPOSED SCOPE OF WORK

Once an Antiquities Permit has been obtained, SWCA will implement field survey methods that comply with technical standards and requirements established by the THC and the Council of Texas Archeologists (CTA). Because much of the proposed road alignment was surveyed in early 2022, SWCA is proposing to survey only those portions (approximately 6.3 acres) of the new alignment that are previously unsurveyed. Two SWCA professional archaeologists will conduct a pedestrian survey of the project area using systematic transects spaced no more than 98.4 feet (30 m) apart. This procedure will examine visible ground surfaces for cultural materials and aboveground features. Visual examination will be supplemented through shovel tests hand-excavated within the property. Shovel testing will be conducted in areas that hold potential for intact, subsurface archaeological resources. Shovel tests will not be conducted and/or will be limited in areas within pre-existing utility ROWs, disturbed by modern homestead development, or in upland settings lacking soils or displaying bedrock exposures. Shovel tests will be excavated according to THC standards. Linear projects require at least one survey transect for every 98 feet (30 m) of corridor width, with at least one shovel test excavated per 328 linear feet (100 linear meters) on each transect. As such, SWCA estimates a minimum of 18 shovel tests will be required to complete the linear survey of the previously unsurveyed portions of the project alignment.

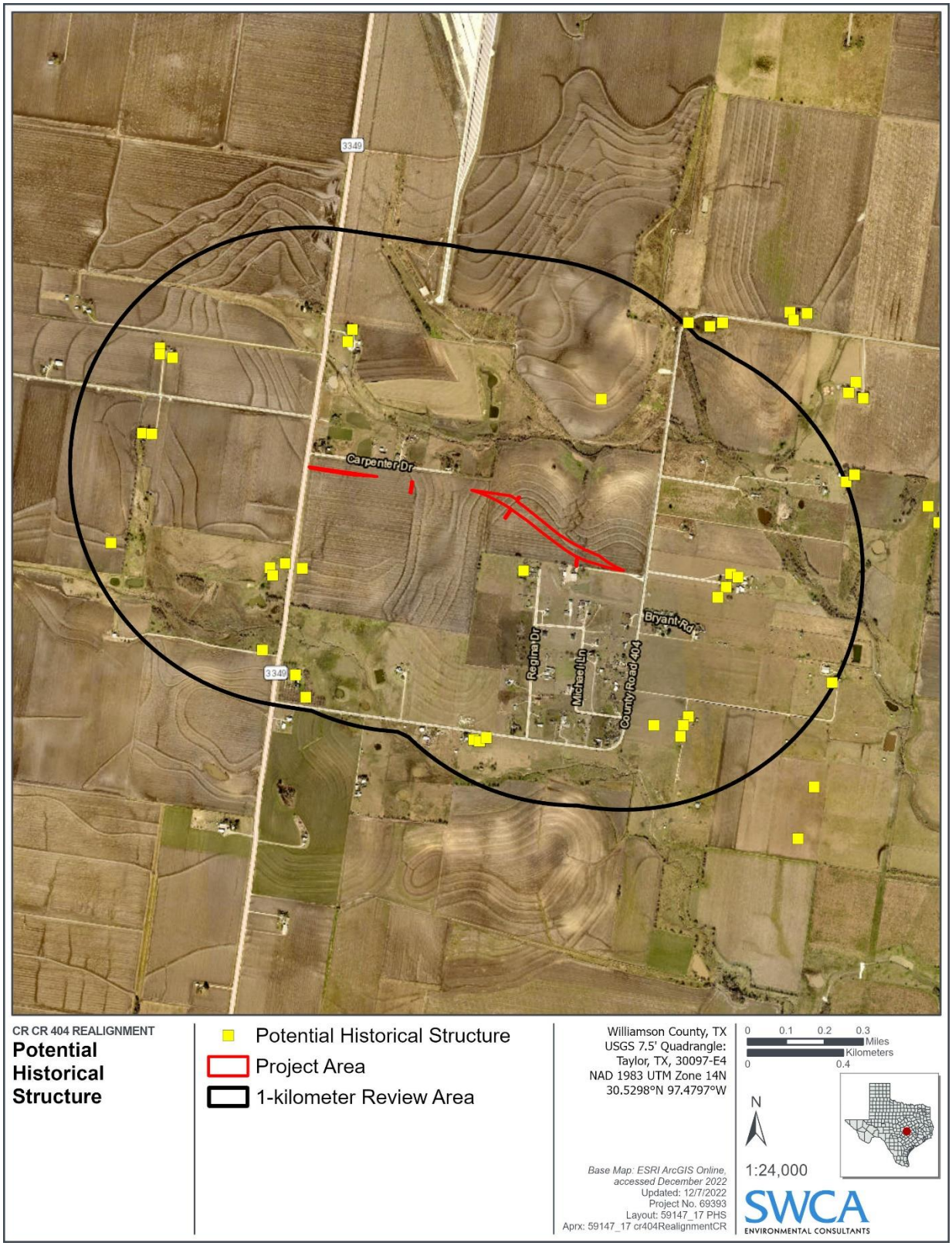


Figure 5. Potential historical structures within 0.6 mile (1 km) of the project area.

SWCA will excavate shovel tests in 8 inch (20-centimeter [cm]) arbitrary levels to 31.5 inches (80 cm) in depth, impervious surfaces, groundwater, or to culturally sterile deposits, whichever comes first. The matrix will be screened through ¼-inch mesh. Archaeologists will plot each shovel test using a global positioning system (GPS) receiver and will record each test on appropriate project field forms. Areas with cultural resources will require additional shovel testing at closer spacing to delineate the boundaries of buried cultural materials.

The potential for deeply buried cultural deposits is interpreted as moderate to low based in part on the previously discussed soils and geology information. Additionally, the cutbanks for this crossing appear to be five feet (1.5 m) or less in height indicating that prominent alluvial terraces containing deeply buried cultural deposits is not probable. Accordingly, this crossing has a low potential to contain deeply buried cultural deposits and deep mechanical investigations is not warranted. The field assessment will further define the potential of a site and methods will be adjusted accordingly.

Previously identified resources (e.g., Camino Real de los Tejas Historic Trail) as well as any newly identified archaeological sites will be explored as much as possible with consideration to the boundaries of the project. All discovered sites will be assessed regarding their potential significance, so that recommendations can be made for proper management (i.e., avoidance, non-avoidance, or further work), and will be assessed for SAL and NRHP eligibility. Shovel tests will be excavated per THC/CTA standards to define horizontal and vertical site boundaries.

Site Documentation

SWCA will complete appropriate State of Texas Archaeological Site Data Forms for each site discovered during the investigations. SWCA will produce a detailed plan map of each site and plot locations on USGS 7.5-minute topographic quadrangles and relevant project maps. Unless otherwise required by the THC, SWCA will conduct a non-collection survey, where artifacts will be tabulated, analyzed, photographed, and documented in the field. Field notes will be kept at the SWCA Austin location. If the survey data allows, SWCA archaeologists will make a significance determination using the criteria listed in 36 CFR 60.4. If determined to be potentially significant and eligible for listing on the NRHP or as an SAL, additional work may be required to study or mitigate the resource prior to any construction.

During the survey, the field team will also plot, record, and photograph any buildings or structures within or directly adjacent to the area of potential effect that appear to be more than 45 years in age. These potential historical features will be evaluated by a U.S. Secretary of the Interior-qualified architectural historian to identify if they are potentially eligible for listing on the NRHP. The architectural evaluation will use standard industry-recognized methods in the analysis, including National Park Service National Register Bulletins 15 and 39. The report will include an evaluation of the resources using the NRHP criteria of evaluation (36 CFR 60.4)

Reporting and Curation

Once the cultural resources survey has been completed, SWCA will prepare a report for review by Williamson County and the THC. The report of the investigations will conform to the CTA and THC standards and guidelines. The report will include the results of the background review and the field survey. Specifically, the report will provide the methodology used in the investigations, the presence and condition of previously recorded sites located in the project area, photographs illustrating the environment and setting, a description of cultural resources encountered during the survey, recommendations for management of those cultural resources, and recommendations for additional investigations and the

potential significance of the cultural resources regarding future development and SAL and NRHP status, if warranted.

SWCA will submit a draft digital copy of the report to Williamson County for review and comment. Once this has been accomplished, SWCA will incorporate any appropriate edits and will submit a final draft report to the THC for review and comment. As part of completing Antiquities Permit requirements, SWCA will furnish two electronic copies of the final report on a tagged PDF formatted CD, as well as project area shapefiles, to the THC, and complete an Abstracts in Texas Contract Archeology Summary form and abstract text on-line. Field records and artifacts, if collected, will be curated at an approved curatorial facility which, in this case, is the Center for Archaeological Research at The University of Texas at San Antonio, per requirements of the ACT.

UNANTICIPATED DISCOVERY OF HUMAN REMAINS

In the event of unexpected discovery of human remains or funerary objects/contexts during the survey, SWCA will comply with all applicable state laws (Texas Health and Safety Code Section 711 and the Texas Administrative Code Title 13, Chapter 22, Sections 22.1 through 22.6.), as well as taking into account the Advisory Council on Historic Preservation's 2007 Policy Statement on the Treatment of Burial Sites. Any human skeletal remains that may be discovered will, at all times, be treated with dignity and respect. If human remains are uncovered during investigations, the following steps will be taken:

- SWCA will halt excavation of the remains and shall notify the Williamson County sheriff and the THC. The sheriff will be requested to contact the coroner/medical examiner. After examining the human remains, if the sheriff and coroner determine the remains are modern, then the sheriff or coroner will assume responsibility for the remains.

- Appropriate measures will be taken to ensure that the remains are protected and not disturbed prior to the conclusion of investigation by law enforcement and consultation with appropriate groups to determine next steps (if needed).

- Excavations (e.g., shovel testing) within 328 feet (100 m) of the find will be halted until the THC authorizes continued work in those areas; however, surveys will continue elsewhere in the project area.

If the county sheriff and coroner determine that the remains are not modern or a crime scene, thereby relinquishing their jurisdiction over the remains, SWCA will coordinate with the project and THC to determine the appropriate course of action and file *Notice of the Existence of a Cemetery*.

REFERENCES CITED

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Morton, Benjamin.

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Natural Resources Soil Service (NRCS)

2022 Web Soil Survey. Online database available at https://websoilsurvey.sc.egov.usda.gov/App/HomePage.htm. Accessed December 2022.

Texas Historical Commission

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U.S. Geological Survey (USGS)

2022a The National Geologic Map Database (TopoView). Historical topographic map collection. Available at: http://ngmdb.usgs.gov/maps/TopoView/. Accessed December 2022.

2022b Texas Geology Web Map Viewer. Available at: https://txpub.usgs.gov/txgeology/. Accessed December 2022.

Commissioners Court - Regular Session **57.**

Meeting Date: 01/17/2023

Assignment of Passive Park Agreement

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an Assignment of Passive Park Agreement between MK Madison, LP and MK Woodside Development, Inc. with respect to a Passive Park Agreement dated April 19, 2022 with Williamson County.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Assignment

Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	01/12/2023 11:20 AM
Form Started By: Charlie Crossfield		Started On: 01/11/2023 03:31 PM
Final Approval Date: 01/12/2023		

DocuSign Envelope ID: 5E76E096-81DF-4A78-9A7B-1E57BAAC8A23

Assignment of Passive Park Agreement

This Assignment of Passive Park Agreement (this "**Assignment**") is entered into between **MK Madison, LP**, a Texas limited partnership ("**Assignor**"), and **MK Woodside Development, Inc.**, a Texas corporation affiliated with Assignor ("**Assignee**"), with respect to a certain Passive Park Agreement (the "**Agreement**") dated as of April 19, 2022, among Assignor, Williamson County, Texas (the "**County**"), and Pulte Homes of Texas, L.P., a Texas limited partnership.

Subject to receipt of approval from the County, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor assigns and transfers to Assignee all rights and obligations of Assignor under the Agreement. Assignee accepts this assignment of the Agreement and the rights and obligations of Assignor thereunder and assumes and agrees to perform all obligations of Assignor under the Agreement and to abide by all of the terms and provisions contained therein.

EXECUTED as of the 5th day of January, 2023.

MK MADISON, LP, a Texas limited partnership

By: Blake Magee GP, L.L.C., a Texas limited liability company, General Partner

By: _____
Blake J. Magee, President

ACCEPTED:

MK WOODSIDE DEVELOPMENT, INC.,
a Texas corporation

DocuSigned by:
By: Blake Magee
5EA2F31945EE4B7...
Blake J. Magee, President

APPROVED:

WILLIAMSON COUNTY, TEXAS

By: _____
Date: _____

PASSIVE PARK AGREEMENT

STATE OF TEXAS §

COUNTY OF WILLIAMSON §

THIS PASSIVE PARK AGREEMENT (this "**Agreement**") is made and entered into by and between **MK MADISON, LP**, a Texas limited partnership ("**MK**"), **PULTE HOMES OF TEXAS, L.P.**, a Texas limited partnership ("**Pulte**") and **WILLIAMSON COUNTY, TEXAS** (the "**County**"). MK, Pulte and the County are referred to collectively as the "**Parties**".

RECITALS:

1. MK owns that certain 486.324 acre tract of land situated in the City of Georgetown, County of Williamson, Texas, described by metes and bounds in the "Special Warranty Deed" between the Madison at Georgetown Cotenancy, MMSG Limited Partnership, a Texas limited partnership, and MK Madison, a Texas limited partnership, recorded as Document No. 2021197306 in the Official Public Records of Williamson County, and by sketch on the attached **Exhibit A** (the "**Land**").

2. Pulte is under contract with MK to purchase approximately 201.435 acres out of the Land (the "**Pulte Portion of the Land**") more particularly described on the attached **Exhibit B** which includes approximately 11.4 acres adjacent to certain land owned by the Williamson County Park Foundation Inc, a Texas nonprofit corporation. The 11.4 acres is situated where generally shown on the attached **Exhibit C** (the "**Passive Parkland**").

3. MK requested consent from the City of Georgetown, Texas to form a municipal utility district on the Land, and the City's consent is conditioned on (among other things) a requirement that MK and Pulte enter into an agreement with the County pursuant to which the Trail and Trail Improvements (defined below) will be constructed and maintained on the Passive Parkland.

4. The County, MK and Pulte are entering into this Agreement to set out certain agreements with respect to the Passive Parkland, Trail, and Trail Improvements, as more particularly described below.

NOW, THEREFORE, in consideration of these premises and the promises contained herein, the Parties agree as follows:

AGREEMENT:

1. DEFINITIONS. In addition to the terms defined in the Recitals, the following words have the following meanings when used in this Agreement:

a. **City** – means the City of Georgetown, Texas.

b. **Passive Park** - means open space or green space areas which remain largely in a natural undisturbed state.

c. **Permits** – means any and all federal, state, regional, or local permits, authorizations or permissions needed to construct and maintain the Trail and the Trail Improvements in the Passive Parkland.

d. **Trail** – means a mown or mulched native trail approximately 2,300 feet long and 6 feet wide traversing the Passive Parkland in generally a southwest to northeast direction, commencing at the westernmost boundary of the Passive Parkland and ending at its northernmost boundary as generally shown on **Exhibit C**.

e. **Trail Improvements** – means a minimum of 4 benches, 2 trash receptacles, and 2 trail head signs, each to be located generally where shown on the attached **Exhibit C** and to be of at least the same quality as similar improvements being installed by MK on the portions of the Land owned by MK.

f. **USFWS Agreement** – means an agreement between the Williamson County Conservation Foundation and the U.S. Fish and Wildlife Service with respect to an area that includes the Passive Park.

2. PULTE OBLIGATIONS. Pulte agrees to convey the Passive Parkland to the County via plat or separate instrument (as the County may require in its sole discretion) for use solely as public parkland. If the Pulte Portion of the Land directly abutting the Passive Parkland and labeled as "Parcel 4 Del Webb Residential" on the attached **Exhibit C** is final platted in phases, Pulte may convey the Passive Parkland to the County in similar phases, *provided however* that all the Passive Parkland must be conveyed to the County before or within thirty (30) days following recording of the last final plat of the Pulte Portion of the Land that contains land abutting the Passive Parkland (being the land labeled as "Parcel 4 Del Webb Residential" on the attached **Exhibit C**). Each such dedication of Passive Parkland must include a reservation of rights to MK and the City, subject to compliance with the USFWS Agreement, to cross the Passive Parkland with easements that benefit the balance of the Land and for MK to enter the Passive Parkland to perform its obligations hereunder, and be free and clear of liens arising by, through or under Pulte but otherwise subject to all matters of record or apparent on the Passive Parkland. The easement for the wastewater line will be located generally as shown in **Exhibit D**.

3. MK OBLIGATIONS: MK, at its expense, will:

a. Apply for any applicable Permits for the construction of, and construct, the Trail prior to final dedication of the Passive Parkland to the County.

b. After completion of the Trail and Trail Improvements, continuously maintain or cause to be maintained, the Trail and Trail Improvements in good repair (free of debris that blocks access and trash) for so long as the Passive Parkland is used for parkland purposes to at least the level of maintenance and repair that the County provides to similar trails and improvements in its other natural, open, and preserve areas. The obligation to maintain includes the obligation to repair the Trail Improvements, and to replace the Trail Improvements at the end of their useful lives. MK's Trail maintenance activities include, but are not limited to, mowing, mulching, weed management, brush clearing, restoration and all other activities needed to make the Trail useable by the public, subject in all instances to the USFWS Agreement.

c. To the extent the Permits remain applicable following completion of the Trail, keep the Permits in full force and effect, and comply with said Permits for so long as the Passive Parkland is used for parkland purposes.

d. Subject to the USFWS Agreement, maintain the remainder of the Passive Parkland (i.e., outside the Trail area) as a natural open area to at least the level of maintenance and repair that the County provides to similar natural, open areas for so long as the Passive Parkland is used for parkland purposes.

4. COUNTY OBLIGATIONS. The County will:

a. Accept each dedication of the Passive Parkland from Pulte (or MK, if Pulte does not acquire the Pulte Portion of the Land), for use solely as public parkland, and allow the Passive Parkland to be used by the residents of the Land and members of the general public.

b. Subject to MK's construction and maintenance obligations related to the Trail and Trail Improvements in paragraph 3 of this Agreement, preserve, operate and maintain the Passive Parkland as a Passive Park for so long as the Passive Parkland is used for parkland purposes.; provided, however, that the Trail and the Trail Improvements shall be allowed to be constructed or placed and remain in the Passive Parkland.

5. MISCELLANEOUS

a. This Agreement will bind and inure to the benefit of the Parties and their successors and assigns.

b. This is the entire agreement between the Parties with respect to the subject matter hereof. As of this date, there are no other agreements or representations, oral or written, between the Parties in conflict with this Agreement. Any revision, modification, or amendment of this Agreement will be effective only when reduced to writing and signed by the Parties. NO OFFICIAL, AGENT, OR EMPLOYEE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND OR MODIFY THIS AGREEMENT EXCEPT PURSUANT TO SUCH

EXPRESS AUTHORITY AS MAY BE DELEGATED BY THE COMMISSIONERS' COURT.

c. MKs obligation to maintain the Trail Improvements may be assigned to a homeowners association benefitting the portions of the Land owned by MK; any other assignment by MK requires the consent of the County, which consent will not be unreasonably withheld or unduly delayed by the County, and, if applicable, amendment of the relevant agreement between the City and MK.

d. The rights, duties, and responsibilities of Pulte may be assigned to a subsequent owner of the Pulte Portion of the Land or the Passive Parkland; any other assignment by Pulte requires the consent of MK and the County, which consent will not be unreasonably withheld or unduly delayed by MK or the County, and, if applicable, amendment of the relevant agreement between the City and MK.

e. After Pulte has dedicated, transferred, or otherwise conveyed the entire Passive Parkland to the County, or if the contract between MK and Pulte for the acquisition of the Pulte Portion of the Land terminates without Pulte acquiring the Pulte Portion of the Land, Pulte will cease to be a Party to this Agreement and thereafter this Agreement will be between the County and MK only and MK automatically will assume, and will perform (or cause to be performed), the obligations of Pulte set out in paragraph 2.

f. If a Party fail to perform when and as required by this Agreement (the "**Non-performing Party**"), the performing Parties (each a "**Performing Party**") shall diligently pursue performance of this Agreement, or, if any Performing Party does not wish to diligently pursue performance, the Performing Party will promptly notify any other Performing Parties and the City, and if a Performing Party or the City requests, the Performing Party will assign to the City its rights under this Agreement so the City may seek to enforce such obligation directly.

g. Any notices to be given by one Party to the others by this Agreement will be given in writing addressed to the Party at the address set forth below for such Party when personally delivered, delivered by email (with a copy sent by another method permitted by this paragraph), delivered by overnight delivery, or sent certified United States mail, postage prepaid, return receipt requested to the Parties hereto at the following addresses For purposes of notice, the addresses shall, until changed as provided below, be as follows:

MK: MK Madison, LP
1011 N. Lamar Blvd.
Austin, Texas 78703
Attn: Blake J. Magee
E-mail: blake@blakemageeco.com

Pulte:	Pulte Homes of Texas, L.P. 9401 Amberglen Blvd. Bldg I, Ste 150 Austin, Texas 78729 Attn.: Bryan Beil, Vice President Email: Bryan.Beil@pultegroup.com
Williamson County:	Williamson County Parks and Recreation 219 Perry Mayfield Blvd. Leander, Texas 78641 Attn: Joshua D. Renner
City:	City Manager City of Georgetown 808 Martin Luther King, Jr. St. Georgetown, Texas 78626
With a required copy to:	City Attorney City of Georgetown 809 Martin Luther King, Jr. St. Georgetown, Texas 78626

The date of receipt shall be the date of actual receipt of such notice if the notice is personally delivered, the date of delivery if sent by email (provided that any email sent after 5:00 p.m. or on a non-business day shall be deemed received on the next business day), the date delivered to an overnight delivery service for "next day" delivery, or if sent by certified mail, the date of actual receipt or two (2) days after the postmark date, whichever is sooner. The Parties shall have the right from time-to-time to change their respective addresses by written notice to the other Party(ies).

h. The construction and validity of this Agreement shall be governed by the laws of the State of Texas. This Agreement is wholly performable in Williamson County, Texas, and concerns real property located in Williamson County.

i. All exhibits and other documents attached to or referred to this Agreement are incorporated herein by reference for the purpose set forth in this Agreement.

j. The provisions of this Agreement are severable, and if any words, phrases, clause, sentence, paragraph, or other part of this Agreement, or the application thereof to any person or circumstances should ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such work, clause, sentence, paragraph, or part of this Agreement to other persons or circumstances shall be construed as if such invalid or unconstitutional portion had never been contained herein.

k. Any number or gender used in this Agreement shall be construed to include any other number or gender as necessary to provide for the intention of the Parties and a reasonable interpretation of this Agreement.

l. When mediation is acceptable to all Parties in resolving a dispute arising under this Agreement, the Parties agree to use the Dispute Resolution Center of Austin, Texas, as the provider of mediators for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless all Parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in Section 154.073 of the Texas Civil Practice and Remedies Code, unless the Parties agree, in writing, to waive the confidentiality.

m. This Agreement supersedes and replaces in its entirety a certain Possession and Use Agreement (the "**Prior Agreement**") dated September 16, 2013 between the County, John D. Gourley, Robert W. Teeter, Pamela S. Teeter a/k/a Pamela S. Gourley, Vincent J. Stagliano, Peggy S. Stagliano, John H. Teeter and Wolf Von Buchholtz, recorded under Document No. 2013102459, Official Public Records of Williamson County, Texas. From and after the execution of this Agreement, the Prior Agreement will be null, void and of no further force and effect.

EXHIBIT LIST:

EXHIBIT A	Land (486.324 acres)
EXHIBIT B	Pulte Portion of the Land (201.435 acres)
EXHIBIT C	Passive Parkland, Trail, Trail Improvements
EXHIBIT D	Wastewater Easement (Bore)

(Signature Pages Follow)

EXECUTED to be effective as of the later date set forth below.

MK MADISON, LP, a Texas limited partnership

By: Blake Magee GP, LLC, a Texas limited liability company

By: Blake Magee
Blake J. Magee, President
Date: 4/7/22

PULTE HOMES OF TEXAS, L.P., a Texas limited partnership

By: Pulte Nevada I, LLC, a Delaware limited liability company

By:
Bryan Beil, Vice President – Land Acquisitions Central Texas
Date: 4/7/22

WILLIAMSON COUNTY, TEXAS

By: Bill Gravell Jr.
Bill Gravell (Apr 19, 2022 14:28 CDT)

Date: Apr 19, 2022

EXHIBIT A

METES AND BOUNDS DESCRIPTION
486.324 ACRES
BURRELL EAVES SURVEY, ABSTRACT 216
LEMUEL S. WALTERS SURVEY, ABSTRACT 653
WILLIAMSON COUNTY, TEXAS

Being 486.324 acres or 21,184,268 square feet of land situated in the Burrell Eaves Survey, Abstract Number 216 and the Lemuel S. Walters Survey, Abstract Number 653, Williamson County, Texas, and being a portion of the remainder of a called 165.97 acre tract (TRACT 1) conveyed in a General Warranty deed with Vendor's Lien to Wolf Von Buchholtz, (38% undivided interest), Robert W. Teeter and Pamela S. Teeter, husband and wife (17% undivided interest), John D. Gourley (29% undivided interest) and John D. Gourley, Trustee (16% undivided interest), as recorded in Document Number 2006001445 of the Official Public Records of Williamson County, Texas (O.P.R.W.C.T.) and a portion of the remainder of a called 424.43 acre tract (TRACT 2) conveyed in a Warranty deed with Vendor's Lien to John D. Gourley (30.85% undivided interest), Robert W. Teeter and wife, Pamela S. Teeter (12.34% undivided interest), Vincent J. Stagliano and wife, Peggy S. Stagliano (48.595% undivided interest) and John H. Teeter (8.215% undivided interest), as recorded in Document No. 2006052470, O.P.R.W.C.T. and a called 4.878 acres tract (TRACT 3) conveyed in a Special Cash warranty Deed to Wolf Von Buchholtz (10.68% undivided interest), John D. Gourley (34.83% undivided interest), Robert W. Teeter and Pamela S. Gourley (19.555% undivided interest) and Vincent J. Stagliano and wife, Peggy S. Stagliano (34.935% undivided interest), as recorded in Document No. 2007099395, O.P.R.W.C.T. Said 486.324 Acre tract of land being more particularly described by metes and bounds as follows with all bearings being referenced to the Texas State Plane Coordinate System, Texas Central Zone, NAD 83/90 HARN Datum with all distances shown hereon converted to surface values by multiplying by the combined scale factor of 1.000143965.

BEGINNING, at a found concrete monument with TxDOT disc, for the southeast corner of said Tract 1 and the northeast corner of the remainder of a called 32.91 acre tract conveyed to Clyde and Martha Thompson, as recorded in Volume 532, Page 496 of the Deed Records of Williamson County, Texas (D.R.W.C.T.), said point being on the southwesterly Right-of-Way line of State Highway 195 (Right-of-Way Width Varies) conveyed to the State of Texas Department of Transportation, as described in Volume 6, Page 364, Civil Minutes of Williamson County, Texas;

THENCE, with the line common to the south line of said Tract 1 and the north line of the remainder of said 32.91 acre tract, the following two (2) courses and distances:

1) South 49 degrees 27 minutes 43 seconds West, with the line common to the south line of said Tract 1 and the north line of the remainder of said 32.91 acre tract, a distance of 584.19 feet to a found PK Nail set in concrete at a fence corner;

2) South 42 degrees 40 minutes 58 seconds West, with the line common to the south line of said Tract 1 and the north line of the remainder of said 32.91 acre tract, a distance of 645.64 feet to a found 1/2-inch iron rod with cap stamped "CS LTD" at the northwest corner of the remainder of said 32.91 acre tract and the northeast corner of the plat of Shady Oaks Estates, Section 4, Phase 4, as recorded in Document No. 2005091523, O.P.R.W.C.T., said point being along or near the line common to the south line of the Lemuel S. Walters Survey, Abstract 653 and the north line of the Burrell Eaves Survey, Abstract 216;

THENCE, along or near the line common to the south line of the Lemuel S. Walters Survey, Abstract 653 and the north line of the Burrell Eaves Survey, Abstract 216 with the line common to the south line of said Tract 1 and the north line of said Shady Oaks Estates, Section 4, Phase 4 and the north line of Shady Oaks Estates, Section 4, Phase 5, as recorded in Document No. 2006094525, O.P.R.W.C.T. and the north line of Shady Oaks Estates, Section 4, Phase 7B, as recorded in Document No. 2012001433, O.P.R.W.C.T., the following four (4) courses and distances:

1) South 68 degrees 22 minutes 59 seconds West, a distance of 1,068.71 feet to a found 1/2-inch iron rod;
2) South 69 degrees 54 minutes 10 seconds West, a distance of 1,234.90 feet to a found 1/2-inch iron rod;
3) South 68 degrees 53 minutes 14 seconds West, a distance of 1,291.34 feet to a found 1/2-inch iron rod with cap stamped "CS LTD";
4) South 68 degrees 51 minutes 20 seconds West, a distance of 542.25 feet to a found PK Nail in concrete at a fence corner at a north corner of said Shady Oaks Estates, Section 4, Phase 7B and an eastern corner of Shady Oaks Estates, Section 4, Phase 8, as recorded in Document No. 2014037736, O.P.R.W.C.T.;

THENCE, departing the line along or near the line common to the south line of the Lemuel S. Walters Survey, Abstract 653 and the north line of the Burrell Eaves Survey, Abstract 216 and the line common to the south line of said Tract 1 and the north line of said Shady Oaks Estates, Section 4, Phase 7B, running with the line common to the west line of said Tract 1 and an east line of said Shady Oaks Estates, Section 4, Phase 8, the following two (2) courses and distances:

1) North 23 degrees 14 minutes 49 seconds West, a distance of 231.99 feet calculated point inside the west side of a 32" Live Oak tree;
2) North 20 degrees 51 minutes 19 seconds West, a distance of 427.16 feet to a found 1/2-inch iron rod with cap stamped "MAPLES RPLS 5043" at the northeast corner of said Shady Oaks Estates, Section 4, Phase 8 and the most northerly southeast corner of said Tract 2;

THENCE, South 68 degrees 54 minutes 47 seconds West, departing the west line of said Tract 1 with a line common to a southerly line of said Tract 2 and the northerly line of said Shady Oaks Estates, Section 4, Phase 8, a distance of 750.31 feet to a found 1/2-inch iron rod with cap stamped "MAPLES RPLS 5043" at the northwest corner of said Shady Oaks Estates, Section 4, Phase 8 and a southerly corner of said Tract 2;

THENCE, South 21 degrees 04 minutes 11 seconds East, with the line common to an east line of said Tract 2 and the west line of said Shady Oaks Estates, Section 4, Phase 8, a distance of 2,163.37 feet to a found 1/2-inch iron rod with cap stamped "CD LTD" at the southwest corner of said Shady Oaks Estates, Section 4, Phase 8 and the northwest corner of Shady Oaks Estates, Section 4, Phase 9, as recorded in Document No. 2010020338, O.P.R.W.C.T.;

THENCE, South 21 degrees 04 minutes 40 seconds East, with the line common to an east line of said Tract 2 and the west line of said Shady Oaks Estates, Section 4, Phase 9, passing a 1/2-inch iron rod with cap stamped "MAPLES RPLS 5043" for the southeast corner of said Tract 2 and the northeast corner of said Tract 3, at a distance of 505.49 feet for a total distance of 620.46 feet to a found 1/2-inch iron rod with cap stamped "CHAPARRAL BOUNDARY" at the southwest corner of said Shady Oaks Estates, Section 4, Phase 9 and the southeast corner of said Tract 3 and a non-tangent intersection with a curve;

THENCE, with the lines common to the south line of said Tract 3 and the north lines of the Planned Unit Development of Sun City Georgetown, Neighborhood Twenty-Four "B2" and the Planned Unit Development of Sun City Georgetown, Neighborhood Twenty-Four "B", as recorded in Document No. 2004004281, O.P.R.W.C.T. and a north line of a called 176.025 acre tract (Whitewing Golf Course – Parcel #4) conveyed to the Georgetown Community Association, Inc., as recorded in Document No. 2007007635, O.P.R.W.C.T., the following four (4) courses and distances:

1) 280.30 feet along the arc of a curve to the right, having a radius of 3,776.70 feet, a central angle of 04 degrees 15 minutes 09 seconds, a chord bearing of South 85 degrees 06 minutes 35 seconds West, and a chord length of 280.23 feet to a found 1/2-inch iron rod and a point of tangency;
2) South 86 degrees 00 minutes 17 seconds West, a distance of 145.90 feet to a found 1/2-inch iron rod with cap stamped "SURVCON" at the northeast corner of the Planned Unit Development of Sun City Georgetown, Neighborhood Twenty-Four "B", as recorded in Document No. 2004004281, O.P.R.W.C.T.;
3) South 86 degrees 42 minutes 33 seconds West, with the line common to the south line of said Tract 3 and the north line of said Neighborhood Twenty-Four "B", a distance of 1,065.04 feet to a found 1/2-inch iron rod with cap stamped "SURVCON" at the northeast corner of a called 176.025 acre tract (Whitewing Golf Course – Parcel #4) conveyed to the Georgetown Community Association, Inc., as recorded in Document No. 2007007635, O.P.R.W.C.T. and the northwest corner of said Neighborhood Twenty-Four "B";
4) South 86 degrees 23 minutes 18 seconds West, with the line common to the south line of said Tract 3 and the north line of said 176.025 acre tract, a distance of 274.15 feet to a found 1/2-inch iron rod with cap stamped "SURVCON INC" at the southeast corner of said Tract 3 and a northerly corner of said 176.025 acre tract on the east line of the Frederick Foy Survey, Abstract 229;

THENCE, North 24 degrees 05 minutes 52 seconds West, with the line common to the west line of said Burrell Eaves Survey, Abstract 216 and the west line of said Frederick Foy Survey, Abstract 229 and the west lines of said Tracts 2 and 3 and an east line of said 176.025 acre tract, passing a found 1/2-inch iron rod with cap stamped "CHAPARRAL BOUNDARY" at a distance of 1.73

feet, and passing a found 1/2-inch iron rod with cap stamped "SURVCON INC" at the northernmost northeast corner of said 176.025 acre tract and the southeast corner of a called 133.610 acre tract (TRACT III), conveyed to Pulte Homes of Texas, L.P., as recorded in Document No. 2018042844, O.P.R.W.C.T., and passing at a distance of 98.27 feet, and passing a 1/2-inch iron rod with cap stamped "MAPLES RPLS 5043" at the southwest corner of said Tract 2 and the northwest corner of said Tract 3 at a distance of 133.39 feet for a total distance of 1,599.89 feet to a found 1/2-inch iron rod at the approximate southwest corner of said Lemuel S. Walters Survey, Abstract 653 and the approximate northwest corner of said Burrell Eaves Survey, Abstract 216;

THENCE, North 21 degrees 35 minutes 50 seconds West, with the line common to the west line of said Lemuel S. Walters Survey, Abstract 653 and the east line of said Frederic Foy Survey, Abstract 229 and the west line of said Tract 2 and the east line of said 133.610 acre tract, a distance of 2,226.50 feet to a 1/2-inch iron with cap stamped "MCKIM CREED" at the south corner of a called 6.91 acre tract (Tract Two) conveyed by Special Warranty Deed to Williamson County Park Foundation, Inc. as a Trustee for Williamson County, Texas, as recorded in Document No. 201203568, O.P.R.W.C.T., from which a found cotton spindle bears North 68 degrees 27 minutes 12 seconds West, a distance of 0.57 feet;

THENCE, with the east line of said 6.91 acre tract, the following seven (7) courses and distances:

1) North 18 degrees 00 minutes 37 seconds East, departing the line common to the west line of said Lemuel S. Walters Survey, Abstract 653 and the west line of said Tract 2 and the east line of said Frederic Foy Survey, Abstract 229 and the east line of said 133.610 acre tract, a distance of 248.84 feet found PK Nail and Washer stamped "FOREST RPLS 1847";
2) North 43 degrees 17 minutes 19 seconds East, a distance of 74.32 feet to a set 1/2-inch iron with cap stamped "MCKIM CREED";
3) North 79 degrees 47 minutes 43 seconds West, a distance of 2.55 feet to a set 1/2-inch iron with cap stamped "MCKIM CREED" at a non-tangent intersection with a curve;
4) 127.11 feet along the arc of a curve to the left, having a radius of 369.97 feet, a central angle of 19 degrees 41 minutes 05 seconds, a chord bearing of North 24 degrees 52 minutes 54 seconds East, and a chord length of 126.48 feet to a set 1/2-inch iron with cap stamped "MCKIM CREED" at a non-tangent point of compound curvature;
5) 436.87 feet along the arc of a curve to the left, having a radius of 366.25 feet, a central angle of 68 degrees 20 minutes 37 seconds, a chord bearing of North 08 degrees 01 minutes 09 seconds West, and a chord length of 411.43 feet at a set 1/2-inch iron with cap stamped "MCKIM CREED";
6) North 48 degrees 45 minutes 48 seconds West, a distance of 91.79 feet at a set 1/2-inch iron with cap stamped "MCKIM CREED";
7) 461.05 feet along the arc of a curve to the left, having a radius of 349.09 feet, a central angle of 75 degrees 40 minutes 20 seconds, a chord bearing of North 81 degrees 10 minutes 10 seconds West, and a chord length of 428.26 feet to a set 1/2-inch iron with cap stamped "MCKIM CREED" at a non-tangent intersection with the line common to the west line of said Tract 2 and the east line a called 24.29 acre tract as conveyed to the Williamson County Park Foundation, Inc., as Trustee for Williamson County, Texas, as recorded in Document No. 2013005831, O.P.R.W.C.T.;

THENCE, North 21 degrees 32 minutes 48 seconds West, with the west line of said Lemuel S. Walters Survey and the line common to the west line of said Tract 2 and the east line of said 24.29 acre tract, a distance of 514.78 feet to a set 1/2-inch iron with cap stamped "MCKIM CREED" at the south corner of a called 20.76 acre tract (Tract One) conveyed by Special Warranty Deed to Williamson County Park Foundation, Inc. as a Trustee for Williamson County, Texas, as recorded in Document No. 201203568, O.P.R.W.C.T;

THENCE, with the line common to the east line of said 20.76 acre tract and the west line of the remainder of said Tract 2, the following nine (9) courses and distances:

1) North 68 degrees 26 minutes 15 seconds East, departing the west line of said Lemuel S. Walters Survey and the west line of said Tract 2, a distance of 60.76 feet to a set 1/2-inch iron with cap stamped "MCKIM CREED" of non-tangent curvature;
2) 222.22 feet along the arc of a curve to the left, having a radius of 301.16 feet, a central angle of 42 degrees 16 minutes 34 seconds, a chord bearing of South 64 degrees 22 minutes 50 seconds East, and a chord length of 217.21 feet to a set 1/2-inch iron with cap stamped "MCKIM CREED" and a non-tangent point of compound curvature;
3) 238.85 feet along the arc of a curve to the left, having a radius of 302.77 feet, a central angle of 45 degrees 11 minutes 57 seconds, a chord bearing of South 73 degrees 10 minutes 03 seconds East, and a chord length of 232.71 feet to a point of compound curvature to a set 1/2-inch iron with cap stamped "MCKIM CREED" non-tangent point of compound curvature;
4) 379.86 feet along the arc of a curve to the left, having a radius of 343.11 feet, a central angle of 63 degrees 25 minutes 54 seconds, a chord bearing of North 59 degrees 48 minutes 38 seconds East, and a chord length of 360.75 feet to a found PK Nail in a Rock at a non-tangent point of intersection;
5) North 31 degrees 50 minutes 10 seconds East, a distance of 371.41 feet to a found 1/2-inch iron rod with cap stamped "FOREST RPLS 1847";
6) North 27 degrees 43 minutes 44 seconds West, a distance of 122.57 feet to a found 1/2-inch iron rod with cap stamped "FOREST RPLS 1847";
7) North 28 degrees 41 minutes 49 seconds West, a distance of 238.21 feet to a found 1/2-inch iron rod with cap stamped "FOREST RPLS 1847";
8) North 69 degrees 43 minutes 26 seconds West, a distance of 235.90 feet to a found 1/2-inch iron rod with cap stamped "FOREST RPLS 1847";
9) North 70 degrees 37 minutes 41 seconds West, a distance of 193.27 feet to a set 1/2-inch iron rod with cap stamped "MCKIM CREED";

THENCE, departing the line common to the east line of said 20.76 acre tract and the west line of the remainder of said Tract 2, over and across the remainder of said Tract 2, the following seven (7) courses and distances:

1) North 32 degrees 24 minutes 27 seconds East, a distance of 874.04 feet to a set 1/2-inch iron rod with cap stamped "MCKIM CREED" at a point of non-tangent intersection with a curve;
2) 85.18 along the arc of a curve to the left, having a radius of 374.50 feet, through a central angle of 13 degrees 01 minutes 57 seconds, a chord bearing of North 65 degrees 08 minutes

26 seconds West, and a chord distance of 85.00 feet to a point of tangency at a set 1/2-inch iron rod with cap stamped "MCKIM CREED";

3) North 71 degrees 39 minutes 24 seconds West, a distance of 38.61 feet to a set 1/2-inch iron rod with cap stamped "MCKIM CREED" at a point of curvature;
4) 238.03 feet along the arc of a curve to the right, having a radius of 495.50 feet, through a central angle of 27 degrees 31 minutes 25 seconds, a chord bearing of North 57 degrees 53 minutes 42 seconds West, and a chord distance of 235.75 feet to a set 1/2-inch iron rod with cap stamped "MCKIM CREED" at a point of tangency;
5) North 44 degrees 07 minutes 59 seconds West, a distance of 82.81 feet to a set 1/2-inch iron rod with cap stamped "MCKIM CREED" at a point of curvature;
6) 27.30 feet along the arc of a curve to the left, having a radius of 424.50 feet, through a central angle of 03 degrees 41 minutes 07 seconds, a chord bearing of North 45 degrees 58 minutes 33 seconds West, and a chord distance of 27.30 feet to a set 1/2-inch iron rod with cap stamped "MCKIM CREED";
7) South 82 degrees 11 minutes 31 seconds West, a distance of 33.26 feet to a set 1/2-inch iron rod with cap stamped "MCKIM CREED" and a non-tangent intersection with a curve on the southeasterly right-of-way line of Ronald Reagan Boulevard (260-foot Right-of-Way) dedicated to Williamson County, as recorded in Document No. 2009083183, O.P.R.W.C.T.;

THENCE, 208.94 feet along the arc of a curve to the right, with the southeasterly right-of-way line of said Ronald Reagan Boulevard, having a radius of 7,870.00 feet, through a central angle of 01 degrees 31 minutes 16 seconds, a chord bearing of North 34 degrees 33 minutes 32 seconds East, and a chord distance of 208.94 feet to a set 1/2-inch iron rod with cap stamped "MCKIM CREED";

THENCE, departing the southeasterly right-of-way line of said Ronald Reagan Boulevard, over and across the remainder of said Tract 2, the following four (4) courses and distances:

1) South 09 degrees 46 minutes 13 seconds East, a distance of 35.36 feet to a set 1/2-inch iron rod with cap stamped "MCKIM CREED";
2) South 54 degrees 46 minutes 08 seconds East, a distance of 266.66 feet to a set 1/2-inch iron rod with cap stamped "MCKIM CREED" at a point of curvature;
3) 229.58 feet along the arc of a curve to the right, having a radius of 736.50 feet, a central angle of 17 degrees 51 minutes 36 seconds, a chord bearing of South 45 degrees 50 minutes 20 seconds East, and a chord length of 228.65 feet to a set 1/2-inch iron rod with cap stamped "MCKIM CREED";
4) North 38 degrees 10 minutes 16 seconds East, a distance of 1,217.11 feet to a set 1/2-inch iron rod with cap stamped "MCKIM CREED" on the line common to the east line of said Tract 2 and the west line of the remainder of a called 136.89 acre tract (Tract III) conveyed to PIA Capital, LLC – Series Tract III, as recorded in Document No. 2020163208, O.P.R.W.C.T.;

THENCE, with the line common to the east line of said Tract 2 and the west line of the remainder of said 136.89 acre tract, the following two (2) courses and distances:

1) South 21 degrees 51 minutes 58 seconds East, a distance of 1,412.82 feet to a found 60d nail at the base of a tree;
2) South 21 degrees 19 minutes 08 seconds East, a distance of 890.11 feet to a found 1/2-inch iron pipe with cap stamped "MAPLES RPLS 5043" at the southwest corner of said 136.89 acre tract and the most westerly northwest corner of a called 190.50 acre tract, conveyed to Clyde Thompson, as recorded in Document No. 1986039722, O.P.R.W.C.T.;

THENCE, with the line common to the east line of said Tract 2 and the west line of said 190.50 acre tract, the following two (2) courses and distances:

1) South 21 degrees 19 minutes 28 seconds East, a distance of 898.81 feet to a found cotton spindle;
2) South 21 degrees 09 minutes 23 seconds East, a distance of 544.61 feet to a found 1/2-inch iron rod with cap stamped "RPLS 5784" at the southwesterly corner of said 190.50 acre tract and the northwest corner of said Tract 1;

THENCE, North 73 degrees 01 minutes 26 seconds East, departing the east line of said Tract 2 with the line common to the north line of said Tract 1 and a south line of said 190.50 acre tract, a distance of 1,517.05 feet to a nail found in an oak tree at a south corner of said 190.50 acre tract and the southwest corner of a called 9.44 acre tract conveyed by Gift Deed to Clyde Thompson, as recorded in Volume 1254, Page 393, D.R.W.C.T., from which a found 1-1/2-inch iron pipe bears South 57 degrees 02 minutes 26 seconds, a distance of 16.56 feet;

THENCE, with a line common to the north line of said Tract 1 and the south line of said 9.44 acre tract, the following six (6) courses and distances:

1) South 61 degrees 03 minutes 52 seconds East, a distance of 434.28 feet found 1/2-inch iron rod;
2) South 33 degrees 10 minutes 20 seconds West, a distance of 6.18 feet to a found 1/2-inch iron with cap stamped "MCKIM CREED" from which a found 1/2-inch iron rod bears South 66 degrees 12 minutes 21 seconds East, a distance of 4.27 feet;
3) South 62 degrees 30 minutes 29 seconds East, a distance of 73.72 feet to a found 1/2-inch iron rod;
4) North 18 degrees 53 minutes 32 seconds East, a distance of 4.74 feet to a found 1/2-inch iron rod;
5) South 61 degrees 23 minutes 58 seconds East, a distance of 195.86 feet to a found 1/2-inch iron rod;
6) North 80 degrees 32 minutes 38 seconds East, a distance of 230.69 feet to a found 1/2-inch iron rod at the southeast corner of said 9.44 acre tract and a west corner of a called 12.62 acre tract by Gift Deed to Clyde Thompson;

THENCE, with a line common to the north line of said Tract 1 and the south line of said 12.62 acre tract, the following ten (10) courses and distances:

1) South 19 degrees 05 minutes 56 seconds East, a distance of 150.21 feet to a found 1/2-inch iron rod;
2) South 48 degrees 54 minutes 36 seconds East, a distance of 96.45 feet to a found 1/2-inch iron rod;

3) South 21 degrees 21 minutes 34 seconds East, a distance of 17.33 feet to a found 1/2-inch iron rod;
4) North 65 degrees 51 minutes 01 seconds East, at 378.86 feet passing a found 1/2-inch iron rod, for a total distance of 391.08 feet to a found 1/2-inch iron rod;
5) North 63 degrees 43 minutes 15 seconds East, a distance of 315.01 feet to a found 1/2-inch iron rod;
6) North 69 degrees 03 minutes 30 seconds East, a distance of 102.71 feet to a found 1/2-inch iron rod;
7) North 66 degrees 13 minutes 33 seconds East, a distance of 33.17 feet to a found 1/2-inch iron rod;
8) North 31 degrees 58 minutes 28 seconds West, a distance of 33.30 feet to a found 1/2-inch iron rod to the southeast corner of said 12.62 acre tract;
9) South 56 degrees 13 minutes 39 seconds West, a distance of 20.80 feet to a found 1/2-inch iron rod;
10) North 37 degrees 56 minutes 13 seconds West, a distance of 45.19 feet to a found 1/2-inch iron rod at the northernmost southeast corner of said 12.62 acre tract and a southern corner of said 190.50 acre tract;

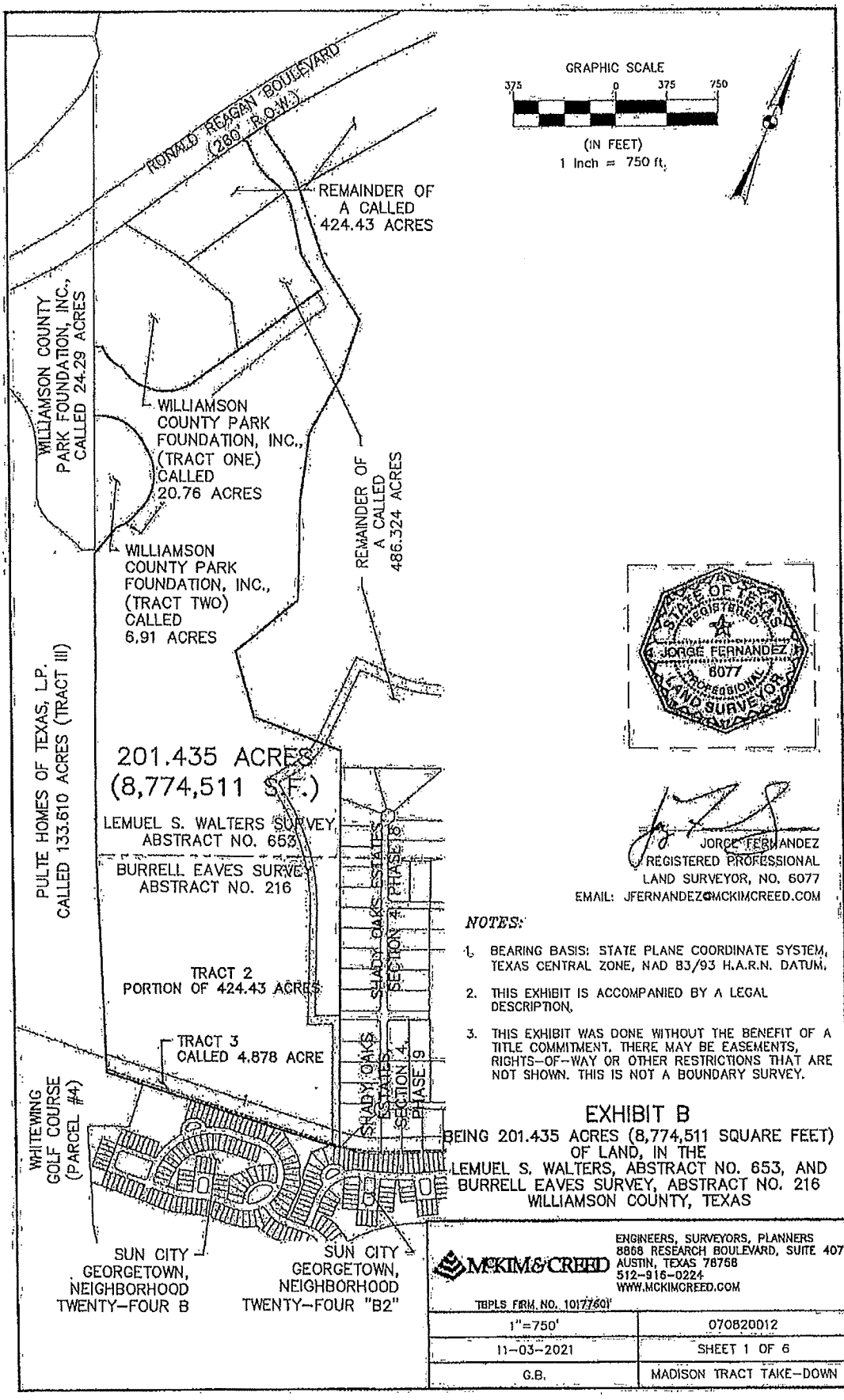
THENCE, with the line common to the north line of said Tract 1 and a south line of said 190.50 acre tract, the following seven (7) courses and distances:

1) North 10 degrees 44 minutes 26 seconds East, a distance of 226.78 feet to a found 1/2-inch iron rod;
2) North 75 degrees 42 minutes 59 seconds East, a distance of 61.77 feet to a found 1/2-inch iron rod;
3) North 69 degrees 12 minutes 25 seconds East, a distance of 332.99 feet to a found 1/2-inch iron rod;
4) North 26 degrees 56 minutes 56 seconds West, a distance of 40.87 feet to a found 1/2-inch iron rod with cap stamped "FOREST 1847"
5) North 23 degrees 27 minutes 47 seconds West, a distance of 664.68 feet to a found 1/2-inch iron rod;
6) North 69 degrees 07 minutes 11 seconds East, a distance of 579.57 feet to a found 1/2-inch iron rod;
7) North 21 degrees 24 minutes 06 seconds West, a distance of 167.60 feet to a found 1/2-inch iron rod;

THENCE, North 79 degrees 11 minutes 25 seconds East, a distance of 129.26 feet to a found TxDOT Type II concrete monument at the northeast corner of said Tract 1, said point being on the southwesterly right-of-way of said State Highway 195;

THENCE, South 55 degrees 20 minutes 25 seconds East, with the southwesterly right-of-way line of said State Highway 195, a distance of 1,866.95 feet to the **POINT OF BEGINNING** and containing 486.324 Acres or 21,184,268 square feet of land, more or less.

EXHIBIT B



JORGE FERNANDEZ
REGISTERED PROFESSIONAL
LAND SURVEYOR, NO. 6077
EMAIL: JFERNANDEZ@MCKIMCREED.COM

NOTES:

1. BEARING BASIS: STATE PLANE COORDINATE SYSTEM, TEXAS CENTRAL ZONE, NAD 83/93 H.A.R.N. DATUM.
2. THIS EXHIBIT IS ACCOMPANIED BY A LEGAL DESCRIPTION.
3. THIS EXHIBIT WAS DONE WITHOUT THE BENEFIT OF A TITLE COMMITMENT. THERE MAY BE EASEMENTS, RIGHTS-OF-WAY OR OTHER RESTRICTIONS THAT ARE NOT SHOWN. THIS IS NOT A BOUNDARY SURVEY.

EXHIBIT B

BEING 201.435 ACRES (8,774,511 SQUARE FEET) OF LAND, IN THE LEMUEL S. WALTERS, ABSTRACT NO. 653, AND BURRELL EAVES SURVEY, ABSTRACT NO. 216 WILLIAMSON COUNTY, TEXAS

McKIM & CREED
ENGINEERS, SURVEYORS, PLANNERS
8868 RESEARCH BOULEVARD, SUITE 407
AUSTIN, TEXAS 78758
512-916-0224
WWW.MCKIMCREED.COM
TBPLS FIRM NO. 10177601

1"=750'	070820012
11-03-2021	SHEET 1 OF 6
G.B.	MADISON TRACT TAKE-DOWN

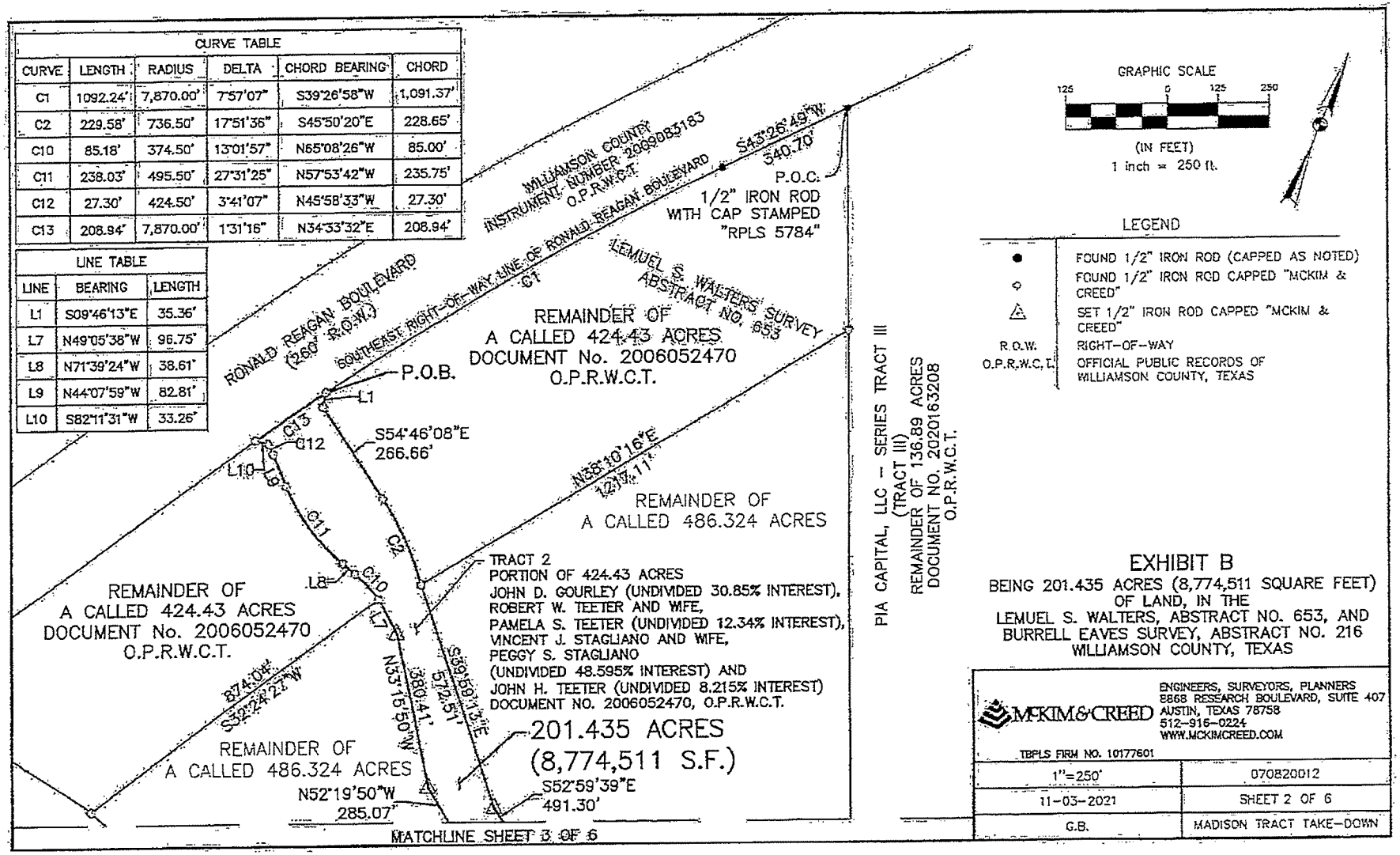
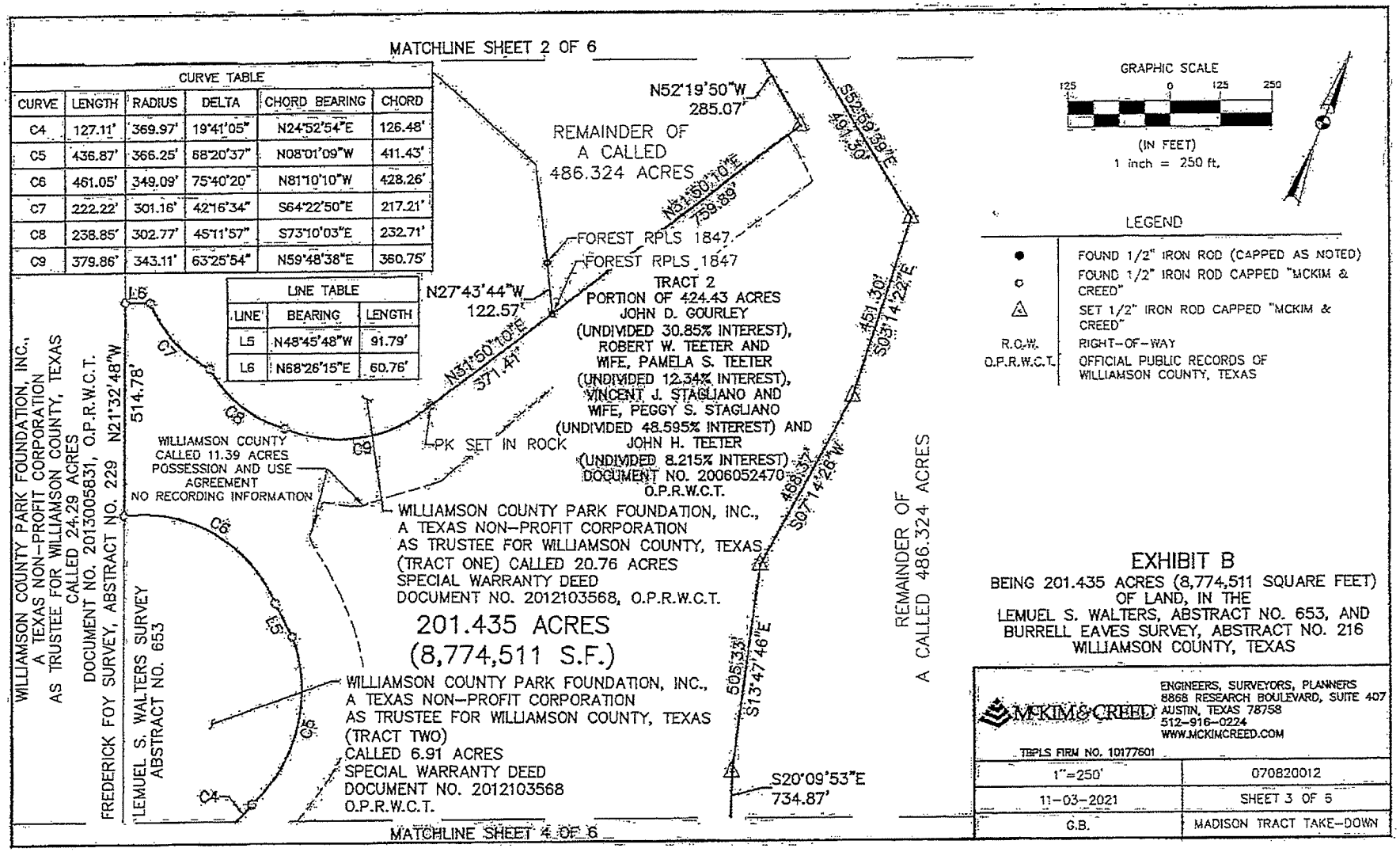


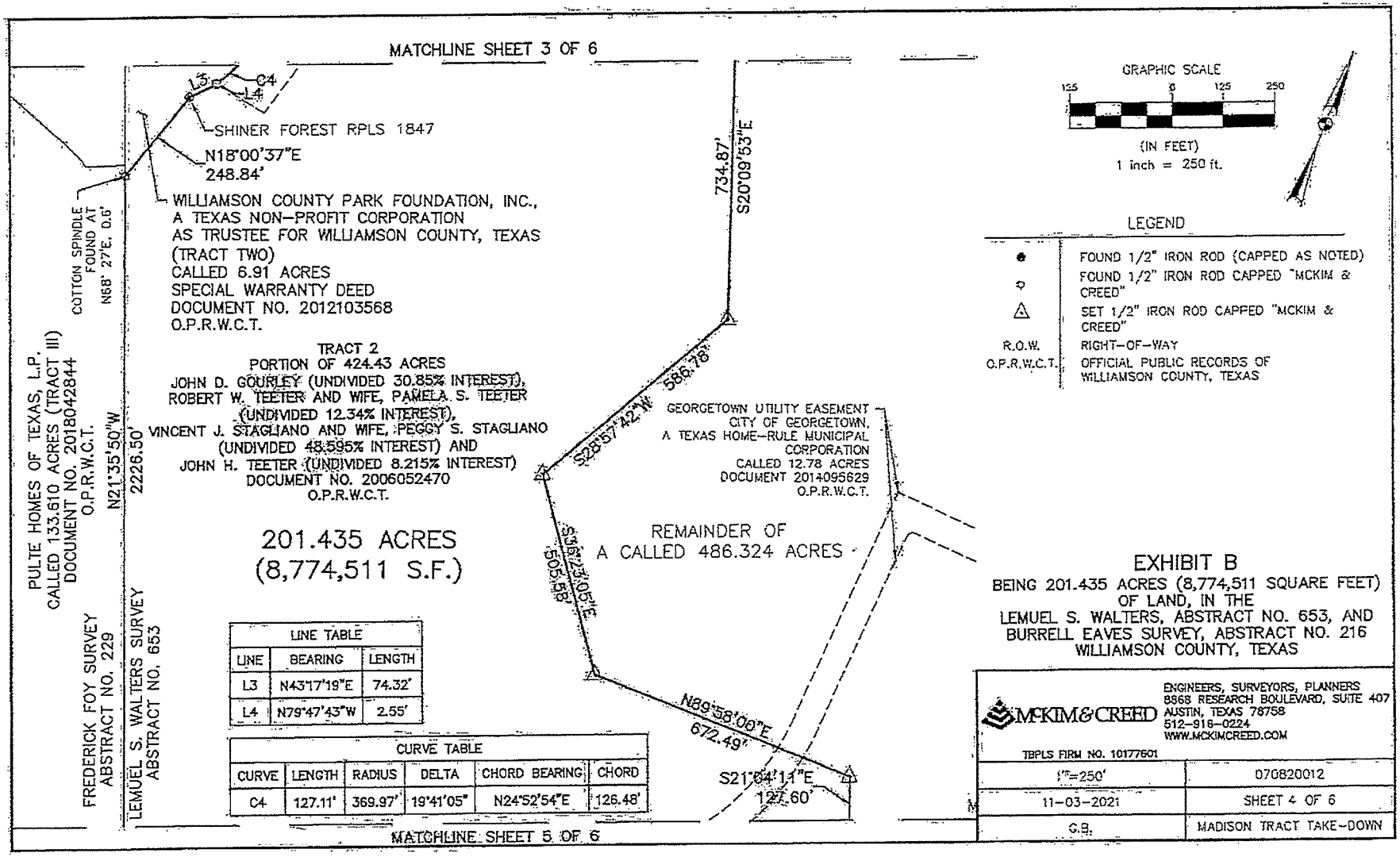
EXHIBIT B

BEING 201.435 ACRES (8,774,511 SQUARE FEET) OF LAND, IN THE LEMUEL S. WALTERS, ABSTRACT NO. 653, AND BURRELL EAVES SURVEY, ABSTRACT NO. 216 WILLIAMSON COUNTY, TEXAS

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512-916-0224
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TBPLS FIRM NO. 10177601

1"=250'	070820012
11-03-2021	SHEET 2 OF 6
G.B.	MADISON TRACT TAKE-DOWN


MATCHLINE SHEET 2 OF 6
CURVE TABLE
CURVE | LENGTH | RADIUS | DELTA | CHORD BEARING | CHORD
C4 | 127.11' | 369.97' | 19°41'05" | N24°52'54"E | 126.48'
C5 | 436.87' | 366.25' | 68°20'37" | N08°01'09"W | 411.43'
C6 | 461.05' | 349.09' | 75°40'20" | N81°10'10"W | 428.26'
C7 | 222.22' | 301.16' | 42°16'34" | S64°22'50"E | 217.21'
C8 | 238.85' | 302.77' | 45°11'57" | S73°10'03"E | 232.71'
C9 | 379.86' | 343.11' | 63°25'54" | N59°48'38"E | 360.75'
LINE TABLE
LINE | BEARING | LENGTH
L5 | N48°45'48"W | 91.79'
L6 | N68°26'15"E | 60.76'
N52°19'50"W 285.07'
REMAINDER OF A CALLED 486.324 ACRES
S52°59'39"E 491.30'
N31°50'10"E 759.85'
FOREST RPLS 1847
FOREST RPLS 1847
N27°43'44"W 122.57'
N31°50'10"E 371.41'
TRACT 2
PORTION OF 424.43 ACRES
JOHN D. GOURLEY
(UNDIVIDED 30.85% INTEREST),
ROBERT W. TEETER AND
WIFE, PAMELA S. TEETER
(UNDIVIDED 12.34% INTEREST),
VINCENT J. STAGLIANO AND
WIFE, PEGGY S. STAGLIANO
(UNDIVIDED 48.595% INTEREST) AND
JOHN H. TEETER
(UNDIVIDED 8.215% INTEREST)
DOCUMENT NO. 2006052470
O.P.R.W.C.T.
S03°14'22"E 451.30'
S07°14'26"W 466.37'
S13°47'46"E 505.33'
S20°09'53"E 734.87'
REMAINDER OF A CALLED 486.324 ACRES
WILLIAMSON COUNTY PARK FOUNDATION, INC., A TEXAS NON-PROFIT CORPORATION AS TRUSTEE FOR WILLIAMSON COUNTY, TEXAS CALLED 24.29 ACRES DOCUMENT NO. 2013005831, O.P.R.W.C.T.
FREDERICK FOY SURVEY, ABSTRACT NO. 229
N21°32'48"W 514.78'
LEMUEL S. WALTERS SURVEY ABSTRACT NO. 653
WILLIAMSON COUNTY CALLED 11.39 ACRES POSSESSION AND USE AGREEMENT NO RECORDING INFORMATION
PK SET IN ROCK
WILLIAMSON COUNTY PARK FOUNDATION, INC., A TEXAS NON-PROFIT CORPORATION AS TRUSTEE FOR WILLIAMSON COUNTY, TEXAS (TRACT ONE) CALLED 20.76 ACRES SPECIAL WARRANTY DEED DOCUMENT NO. 2012103568, O.P.R.W.C.T.
201.435 ACRES
(8,774,511 S.F.)
WILLIAMSON COUNTY PARK FOUNDATION, INC., A TEXAS NON-PROFIT CORPORATION AS TRUSTEE FOR WILLIAMSON COUNTY, TEXAS (TRACT TWO) CALLED 6.91 ACRES SPECIAL WARRANTY DEED DOCUMENT NO. 2012103568 O.P.R.W.C.T.
MATCHLINE SHEET 4 OF 6
GRAPHIC SCALE
125 0 125 250
(IN FEET)
1 inch = 250 ft.
LEGEND
FOUND 1/2" IRON ROD (CAPPED AS NOTED)
FOUND 1/2" IRON ROD CAPPED "MCKIM & CREED"
SET 1/2" IRON ROD CAPPED "MCKIM & CREED"
R.O.W. RIGHT-OF-WAY
O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
EXHIBIT B
BEING 201.435 ACRES (8,774,511 SQUARE FEET) OF LAND, IN THE LEMUEL S. WALTERS, ABSTRACT NO. 653, AND BURRELL EAVES SURVEY, ABSTRACT NO. 216 WILLIAMSON COUNTY, TEXAS
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ENGINEERS, SURVEYORS, PLANNERS
8868 RESEARCH BOULEVARD, SUITE 407
AUSTIN, TEXAS 78758
512-916-0224
WWW.MCKIMCREED.COM
TBPLS FIRM NO. 10177601
1"=250' | 070820012
11-03-2021 | SHEET 3 OF 5
G.B. | MADISON TRACT TAKE-DOWN

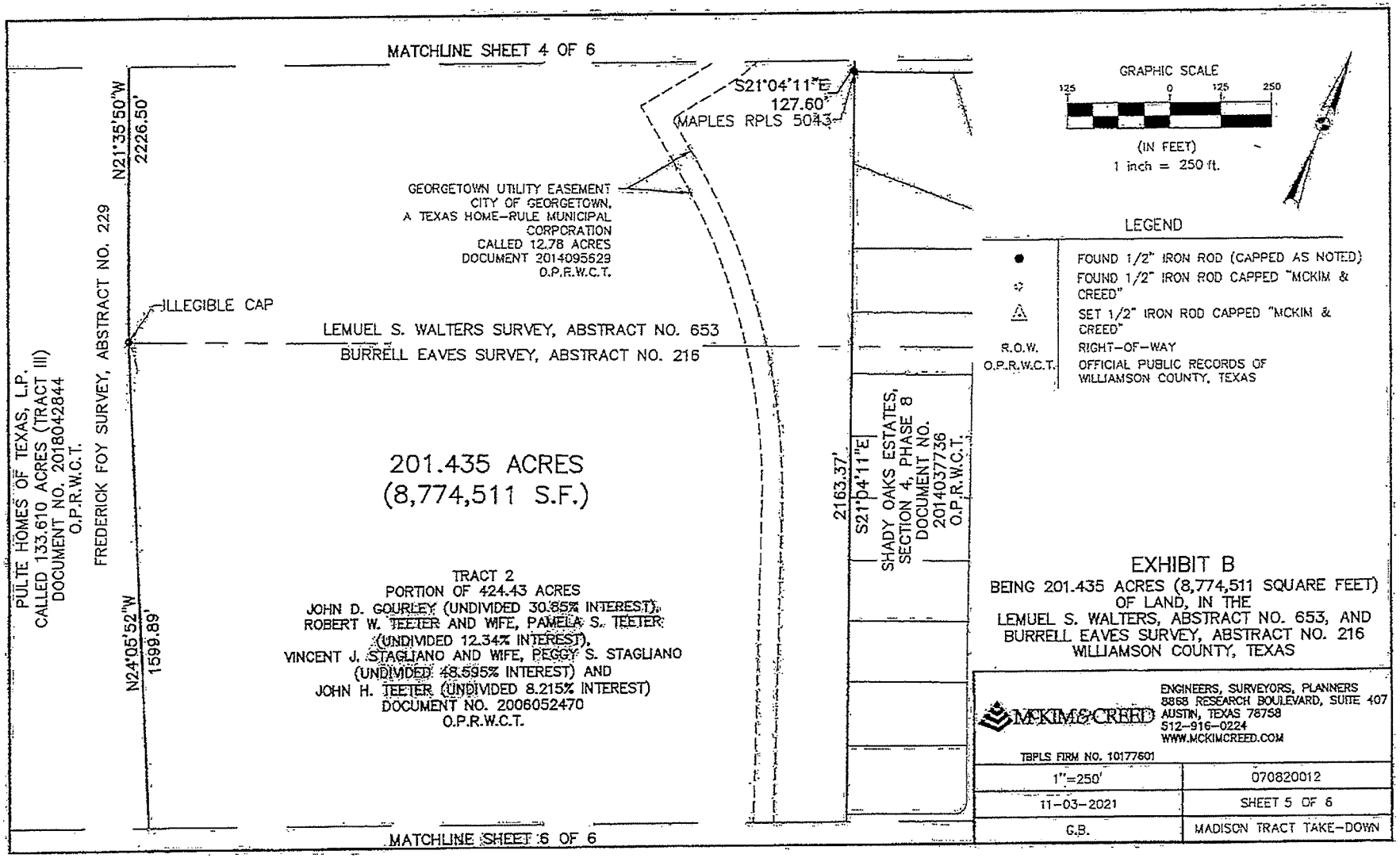


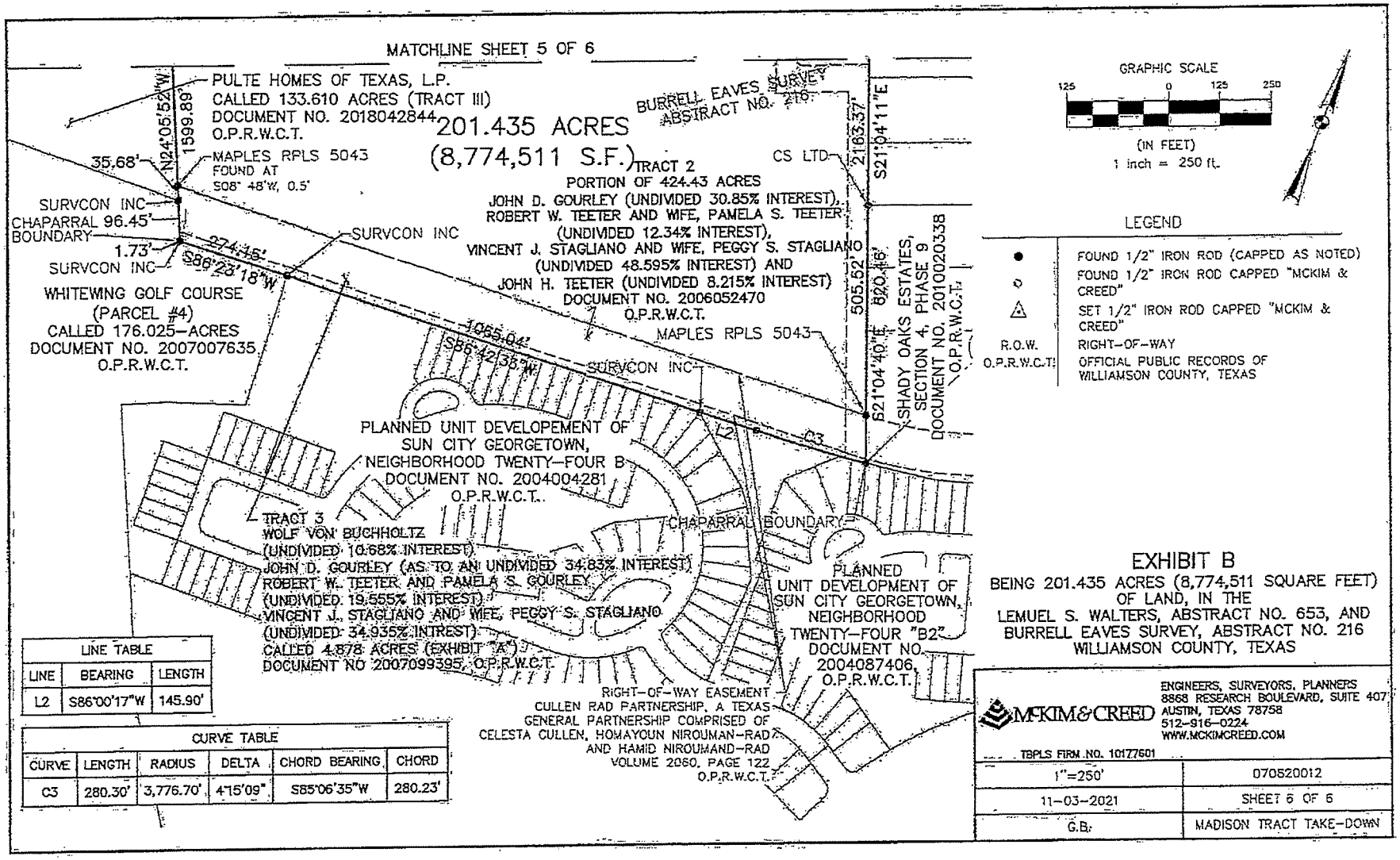
LINE TABLE		
LINE	BEARING	LENGTH
L3	N43°17'19"E	74.32'
L4	N79°47'43"W	2.55'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD
C4	127.11'	369.97'	19°41'05"	N24°52'54"E	126.48'

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AUSTIN, TEXAS 78758
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TBPLS FIRM NO. 10177601

1"=250'	070820012
11-03-2021	SHEET 4 OF 6
G.B.	MADISON TRACT TAKE-DOWN


MATCHLINE SHEET 4 OF 6
S21°04'11"E
127.60'
MAPLES RPLS 5043
GRAPHIC SCALE
125 0 125 250
(IN FEET)
1 inch = 250 ft.
GEORGETOWN UTILITY EASEMENT
CITY OF GEORGETOWN,
A TEXAS HOME-RULE MUNICIPAL
CORPORATION
CALLED 12.78 ACRES
DOCUMENT 2014095529
O.P.R.W.C.T.
ILLEGIBLE CAP
LEMUEL S. WALTERS SURVEY, ABSTRACT NO. 653
BURRELL EAVES SURVEY, ABSTRACT NO. 216
PULTE HOMES OF TEXAS, L.P.
CALLED 133.610 ACRES (TRACT III)
DOCUMENT NO. 2018042844
O.P.R.W.C.T.
FREDERICK FOY SURVEY, ABSTRACT NO. 229
N21°35'50"W
2226.50'
N24°05'52"W
1599.89'
201.435 ACRES
(8,774,511 S.F.)
TRACT 2
PORTION OF 424.43 ACRES
JOHN D. GOURLEY (UNDIVIDED 30.85% INTEREST),
ROBERT W. TEETER AND WIFE, PAMELA S. TEETER
(UNDIVIDED 12.34% INTEREST),
VINCENT J. STAGLIANO AND WIFE, PEGGY S. STAGLIANO
(UNDIVIDED 48.595% INTEREST) AND
JOHN H. TEETER (UNDIVIDED 8.215% INTEREST)
DOCUMENT NO. 2006052470
O.P.R.W.C.T.
2163.37'
S21°04'11"E
SHADY OAKS ESTATES,
SECTION 4, PHASE B
DOCUMENT NO.
20140037736
O.P.R.W.C.T.
MATCHLINE SHEET 6 OF 6
LEGEND
FOUND 1/2" IRON ROD (CAPPED AS NOTED)
FOUND 1/2" IRON ROD CAPPED "MCKIM & CREED"
SET 1/2" IRON ROD CAPPED "MCKIM & CREED"
R.O.W. RIGHT-OF-WAY
O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
EXHIBIT B
BEING 201.435 ACRES (8,774,511 SQUARE FEET)
OF LAND, IN THE
LEMUEL S. WALTERS, ABSTRACT NO. 653, AND
BURRELL EAVES SURVEY, ABSTRACT NO. 216
WILLIAMSON COUNTY, TEXAS
MCKIM&CREED
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512-916-0224
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TBPLS FIRM NO. 10177601
1"=250'
070820012
11-03-2021
SHEET 5 OF 6
G.B.
MADISON TRACT TAKE-DOWN



LINE TABLE		
LINE	BEARING	LENGTH
L2	S86°00'17"W	145.90'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD
C3	280.30'	3,776.70'	4°15'09"	S85°06'35"W	280.23'

EXHIBIT B

BEING 201.435 ACRES (8,774,511 SQUARE FEET)
OF LAND, IN THE
LEMUEL S. WALTERS, ABSTRACT NO. 653, AND
BURRELL EAVES SURVEY, ABSTRACT NO. 216
WILLIAMSON COUNTY, TEXAS

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TBPLS FIRM NO. 10177601

1"=250'	070820012
11-03-2021	SHEET 6 OF 6
G.B.	MADISON TRACT TAKE-DOWN

METES AND BOUNDS DESCRIPTION
201.435 ACRES
BURRELL EAVES SURVEY, ABSTRACT 216
LEMUEL S. WALTERS SURVEY, ABSTRACT 653
WILLIAMSON COUNTY, TEXAS

Being 201.435 acres or 8,774,511 square feet of land situated in the Burrell Eaves Survey, Abstract Number 216 and the Lemuel S. Walters Survey, Abstract Number 653, Williamson County, Texas, and being a portion of the remainder of a called 424.43 acre tract (TRACT 2) conveyed in a Warranty deed with Vendor's Lien to John D. Gourley (30.85% undivided interest), Robert W. Teeter and wife, Pamela S. Teeter (12.34% undivided interest), Vincent J. Stagliano and wife, Peggy S. Stagliano (48.595% undivided interest) and John H. Teeter (8.215% undivided interest), as recorded in Document No. 2006052470, O.P.R.W.C.T. and a called 4.878 acres tract (TRACT 3) conveyed in a Special Cash warranty Deed to Wolf Von Buchholtz (10.68% undivided interest), John D. Gourley (34.83% undivided interest), Robert W. Teeter and Pamela S. Gourley (19.555% undivided interest) and Vincent J. Stagliano and wife, Peggy S. Stagliano (34.935% undivided interest), as recorded in Document No. 2007099395, O.P.R.W.C.T. Said 201.435 Acre tract of land being more particularly described by metes and bounds as follows with all bearings being referenced to the Texas State Plane Coordinate System, Texas Central Zone, NAD 83/90 HARN Datum with all distances shown hereon converted to surface values by multiplying by the combined scale factor of 1.000143965.

COMMENCING, at a found 1/2-inch iron rod with cap stamped "RPLS 5784" at the northeast corner of the remainder of said Tract 2 and the northwest corner of the remainder of a called 136.89 acre tract, conveyed to PIA Capital, LLC – Series Tract III (Tract III), as recorded in Document No 2020163208, O.P.R.W.C.T., said point being on the southeasterly right-of-way line of Ronald Reagan Boulevard (260-foot Right-of-Way), as recorded in Document No. 2009083183, O.P.R.W.C.T.;

THENCE, with the line common to a north line of the remainder of said 424.43 acre and the southeasterly right-of-line of said Ronald Reagan Boulevard, the following two (2) courses and distances:

1) South 43 degrees 26 minutes 49 seconds West, a distance of 340.70 feet to a found 1/2-inch iron rod, and a point of curvature, and
2) 1,092.24 feet along the arc of a curve to the left, having a radius of 7,870.00 feet, through a central angle of 07 degrees 57 minutes 07 seconds, a chord bearing of South 39 degrees 26 minutes 58 seconds West, and a chord distance of 1,091.37 feet to a found 1/2-inch iron rod with cap stamped "MCKIM CREED", and the **POINT OF BEGINNING;**

THENCE, departing the southeasterly right-of-way line of said Ronald Reagan Boulevard, over and across the remainder of said Tract 2, the following thirteen (13) courses and distances:

1) South 09 degrees 46 minutes 13 seconds East, a distance of 35.36 feet to a found 1/2-inch iron rod with cap stamped "MCKIM CREED", and
2) South 54 degrees 46 minutes 08 seconds East, a distance of 266.66 feet to a found 1/2-inch iron rod with cap stamped "MCKIM CREED" at a point of curvature, and
3) 229.58 feet along the arc of a curve to the right, having a radius of 736.50 feet, a central angle of 17 degrees 51 minutes 36 seconds, a chord bearing of South 45 degrees 50 minutes 20 seconds East, and a chord length of 228.65 feet to a found 1/2-inch iron rod with cap stamped "MCKIM CREED", from which a found 1/2-inch iron rod with cap stamped "MCKIM CREED", on the line common to the east line of said Tract 2 and the west line of the remainder of a called 136.89 acre tract (Tract III) conveyed to PIA Capital, LLC – Series Tract III, as recorded in Document No. 2020163208, O.P.R.W.C.T., bears North 38 degrees 10 minutes 16 seconds East, a distance of 1,217.11 feet, and

4) South 39 degrees 59 minutes 13 seconds East, a distance of 572.51 feet to a set 1/2-inch iron rod with cap stamped "MCKIM CREED", and
5) South 52 degrees 59 minutes 39 seconds East, a distance of 491.30 feet to a set 1/2-inch iron rod with cap stamped "MCKIM CREED", and
6) South 03 degrees 14 minutes 22 seconds East, a distance of 451.30 feet to a set 1/2-inch iron rod with cap stamped "MCKIM CREED", and
7) South 07 degrees 14 minutes 26 seconds West, a distance of 468.37 feet to a set 1/2-inch iron rod with cap stamped "MCKIM CREED", and
8) South 13 degrees 47 minutes 46 seconds East, a distance of 505.33 feet to a set 1/2-inch iron rod with cap stamped "MCKIM CREED", and
9) South 20 degrees 09 minutes 53 seconds East, a distance of 734.87 feet to a set 1/2-inch iron rod with cap stamped "MCKIM CREED", and
10) South 28 degrees 57 minutes 42 seconds West, a distance of 586.78 feet to a set 1/2-inch iron rod with cap stamped "MCKIM CREED", and
11) South 36 degrees 23 minutes 05 seconds East, a distance of 505.58 feet to a set 1/2-inch iron rod with cap stamped "MCKIM CREED", and
12) North 89 degrees 58 minutes 00 seconds East, a distance of 672.49 feet to a set 1/2-inch iron rod with cap stamped "MCKIM CREED", and
13) South 21 degrees 04 minutes 11 seconds East, a distance of 127.60 feet to a found 1/2-inch iron rod with cap stamped "MAPLES RPLS 5043" at the northwest corner of said Shady Oaks Estates, Section 4, Phase 8 and a southerly corner of said Tract 2;

THENCE, South 21 degrees 04 minutes 11 seconds East, with the line common to an east line of said Tract 2 and the west line of said Shady Oaks Estates, Section 4, Phase 8, a distance of 2,163.37 feet to a found 1/2-inch iron rod with cap stamped "CD LTD" at the southwest corner of said Shady Oaks Estates, Section 4, Phase 8 and the northwest corner of Shady Oaks Estates, Section 4, Phase 9, as recorded in Document No. 2010020338, O.P.R.W.C.T.;

THENCE, South 21 degrees 04 minutes 40 seconds East, with the line common to an east line of said Tract 2 and the west line of said Shady Oaks Estates, Section 4, Phase 9, passing a 1/2-inch iron rod with cap stamped "MAPLES RPLS 5043" for the southeast corner of said Tract 2 and the northeast corner of said Tract 3, at a distance of 505.52 feet for a total distance of 620.46 feet to a found 1/2-inch iron rod with cap stamped "CHAPARRAL BOUNDARY" at the southwest corner of said Shady Oaks Estates, Section 4, Phase 9 and the southeast corner of said Tract 3 and a non-tangent intersection with a curve;

THENCE, with the lines common to the south line of said Tract 3 and the north lines of the Planned Unit Development of Sun City Georgetown, Neighborhood Twenty-Four "B2" and the Planned Unit Development of Sun City Georgetown, Neighborhood Twenty-Four "B", as recorded in Document No. 2004004281, O.P.R.W.C.T. and a north line of a called 176.025 acre tract (Whitewing Golf Course – Parcel #4) conveyed to the Georgetown Community Association, Inc., as recorded in Document No. 2007007635, O.P.R.W.C.T., the following four (4) courses and distances:

1) 280.30 feet along the arc of a curve to the right, having a radius of 3,776.70 feet, a central angle of 04 degrees 15 minutes 09 seconds, a chord bearing of South 85 degrees 06 minutes 35 seconds West, and a chord length of 280.23 feet to a found 1/2-inch iron rod and a point of tangency, and
2) South 86 degrees 00 minutes 17 seconds West, a distance of 145.90 feet to a found 1/2-inch iron rod with cap stamped "SURVCON" at the northeast corner of the Planned Unit Development of Sun City Georgetown, Neighborhood Twenty-Four "B", as recorded in Document No. 2004004281, O.P.R.W.C.T., and
3) South 86 degrees 42 minutes 33 seconds West, with the line common to the south line of said Tract 3 and the north line of said Neighborhood Twenty-Four "B", a distance of 1,065.04 feet to a found 1/2-inch iron rod with cap stamped "SURVCON" at the northeast corner of a called 176.025 acre tract (Whitewing Golf Course – Parcel #4) conveyed to the Georgetown Community Association, Inc., as recorded in Document No. 2007007635, O.P.R.W.C.T. and the northwest corner of said Neighborhood Twenty-Four "B", and
4) South 86 degrees 23 minutes 18 seconds West, with the line common to the south line of said Tract 3 and the north line of said 176.025 acre tract, a distance of 274.15

feet to a found 1/2-inch iron rod with cap stamped "SURVCON INC" at the southeast corner of said Tract 3 and a northerly corner of said 176.025 acre tract on the east line of the Frederick Foy Survey, Abstract 229;

THENCE, North 24 degrees 05 minutes 52 seconds West, with the line common to the west line of said Burrell Eaves Survey, Abstract 216 and the east line of said Frederick Foy Survey, Abstract 229 and the west lines of said Tracts 2 and 3 and an east line of said 176.025 acre tract, passing a found 1/2-inch iron rod with cap stamped "CHAPARRAL BOUNDARY" at a distance of 1.73 feet, and passing a found 1/2-inch iron rod with cap stamped "SURVCON INC" at the northernmost northeast corner of said 176.025 acre tract and the southeast corner of a called 133.610 acre tract (TRACT III), conveyed to Pulte Homes of Texas, L.P., as recorded in Document No. 2018042844, O.P.R.W.C.T., and passing at a distance of 98.18 feet, and passing the southwest corner of said Tract 2 and the northwest corner of said Tract 3 at a distance of 133.86 feet, from which a 1/2-inch iron rod with cap stamped "MAPLES RPLS 5043" bears South 08 degrees 48 minutes, a distance of 0.5 feet, for a total distance of 1,599.89 feet to a found 1/2-inch iron rod with an illegible cap at the approximate southwest corner of said Lemuel S. Walters Survey, Abstract 653 and the approximate northwest corner of said Burrell Eaves Survey, Abstract 216;

THENCE, North 21 degrees 35 minutes 50 seconds West, with the line common to the west line of said Lemuel S. Walters Survey, Abstract 653 and the east line of said Frederick Foy Survey, Abstract 229 and the west line of said Tract 2 and the east line of said 133.610 acre tract, a distance of 2,226.50 feet to a calculated point at the south corner of a called 6.91 acre tract (Tract Two) conveyed by Special Warranty Deed to Williamson County Park Foundation, Inc. as a Trustee for Williamson County, Texas, as recorded in Document No. 201203568, O.P.R.W.C.T., from which a found cotton spindle bears North 68 degrees 27 minutes East, a distance of 0.6 feet;

THENCE, with the east line of said 6.91 acre tract, the following seven (7) courses and distances:

1) North 18 degrees 00 minutes 37 seconds East, departing the line common to the west line of said Lemuel S. Walters Survey, Abstract 653 and the west line of said Tract 2 and the east line of said Frederic Foy Survey, Abstract 229 and the east line of said 133.610 acre tract, a distance of 248.84 feet found PK Nail and Washer stamped "FOREST RPLS 1847", and
2) North 43 degrees 17 minutes 19 seconds East, a distance of 74.32 feet to a found 1/2-inch iron with cap stamped "MCKIM CREED", and
3) North 79 degrees 47 minutes 43 seconds West, a distance of 2.55 feet to a found 1/2-inch iron with cap stamped "MCKIM CREED" at a non-tangent intersection with a curve, and
4) 127.11 feet along the arc of a curve to the left, having a radius of 369.97 feet, a central angle of 19 degrees 41 minutes 05 seconds, a chord bearing of North 24 degrees 52 minutes 54 seconds East, and a chord length of 126.48 feet to a found 1/2-inch iron with cap stamped "MCKIM CREED" at a non-tangent point of compound curvature, and
5) 436.87 feet along the arc of a curve to the left, having a radius of 366.25 feet, a central angle of 68 degrees 20 minutes 37 seconds, a chord bearing of North 08 degrees 01 minutes 09 seconds West, and a chord length of 411.43 feet at a found 1/2-inch iron with cap stamped "MCKIM CREED", and
6) North 48 degrees 45 minutes 48 seconds West, a distance of 91.79 feet at a found 1/2-inch iron with cap stamped "MCKIM CREED" at a non-tangent intersection with a curve, and
7) 461.05 feet along the arc of a curve to the left, having a radius of 349.09 feet, a central angle of 75 degrees 40 minutes 20 seconds, a chord bearing of North 81 degrees 10 minutes 10 seconds West, and a chord length of 428.26 feet to a found 1/2-inch iron with cap stamped "MCKIM CREED" at a non-tangent intersection with the line common to the west line of said Tract 2 and the east line a called 24.29 acre tract as conveyed to the Williamson County Park Foundation, Inc., as Trustee for Williamson County, Texas, as recorded in Document No. 2013005831, O.P.R.W.C.T.;

THENCE, North 21 degrees 32 minutes 48 seconds West, with the west line of said Lemuel S. Walters Survey and the line common to the west line of said Tract 2 and the east line of said 24.29 acre tract, a distance of 514.78 feet to a found 1/2-inch iron with cap stamped "MCKIM CREED" at the south corner of a called 20.76 acre tract (Tract One) conveyed by Special Warranty Deed to Williamson County Park Foundation, Inc. as a Trustee for Williamson County, Texas, as recorded in Document No. 201203568, O.P.R.W.C.T;

THENCE, with the line common to the east line of said 20.76 acre tract and the west line of the remainder of said Tract 2, the following five (5) courses and distances:

1) North 68 degrees 26 minutes 15 seconds East, departing the west line of said Lemuel S. Walters Survey and the west line of said Tract 2, a distance of 60.76 feet to a found 1/2-inch iron with cap stamped "MCKIM CREED" at a non-tangent intersection with a curve, and
2) 222.22 feet along the arc of a curve to the left, having a radius of 301.16 feet, a central angle of 42 degrees 16 minutes 34 seconds, a chord bearing of South 64 degrees 22 minutes 50 seconds East, and a chord length of 217.21 feet to a found 1/2-inch iron with cap stamped "MCKIM CREED" and a non-tangent point of compound curvature, and
3) 238.85 feet along the arc of a curve to the left, having a radius of 302.77 feet, a central angle of 45 degrees 11 minutes 57 seconds, a chord bearing of South 73 degrees 10 minutes 03 seconds East, and a chord length of 232.71 feet to a point of compound curvature to a found 1/2-inch iron with cap stamped "MCKIM CREED" and a non-tangent point of compound curvature, and
4) 379.86 feet along the arc of a curve to the left, having a radius of 343.11 feet, a central angle of 63 degrees 25 minutes 54 seconds, a chord bearing of North 59 degrees 48 minutes 38 seconds East, and a chord length of 360.75 feet to a found PK Nail in a Rock at a non-tangent point of intersection, and
5) North 31 degrees 50 minutes 10 seconds East, a distance of 371.41 feet to a found 1/2-inch iron rod with cap stamped "FOREST RPLS 1847", from which a found 1/2-inch iron rod with cap stamped "FOREST RPLS 1847" bears, North 27 degrees 43 minutes 44 seconds West, a distance of 122.57 feet;

THENCE, departing the line common to the east line of said 20.76 acre tract and the west line of the remainder of said Tract 2, over and across the remainder of said Tract 2, the following ten (10) courses and distances:

1) North 31 degrees 50 minutes 10 seconds East, a distance of 759.89 feet to a set 1/2-inch iron rod with cap stamped "MCKIM CREED", and
2) North 52 degrees 19 minutes 50 seconds West, a distance of 285.07 feet to a set 1/2-inch iron rod with cap stamped "MCKIM CREED", and
3) North 33 degrees 15 minutes 50 seconds West, a distance of 380.42 feet to a set 1/2-inch iron rod with cap stamped "MCKIM CREED", and
4) North 49 degrees 05 minutes 38 seconds West, a distance of 96.75 feet to a found 1/2-inch iron rod with cap stamped "MCKIM CREED" at a point of curvature, from which a found 1/2-inch iron rod with cap stamped "MCKIM CREED" on the line common to the east line of said 20.76 acre tract and the west line of the remainder of said Tract 2 bears South 32 degrees 24 minutes 27 seconds West, a distance of 874.04 feet, and
5) 85.18 along the arc of a curve to the left, having a radius of 374.50 feet, through a central angle of 13 degrees 01 minutes 57 seconds, a chord bearing of North 65 degrees 08 minutes 26 seconds West, and a chord distance of 85.00 feet to a point of tangency at a found 1/2-inch iron rod with cap stamped "MCKIM CREED", and
6) North 71 degrees 39 minutes 24 seconds West, a distance of 38.61 feet to a found 1/2-inch iron rod with cap stamped "MCKIM CREED" at a point of curvature, and
7) 238.03 feet along the arc of a curve to the right, having a radius of 495.50 feet, through a central angle of 27 degrees 31 minutes 25 seconds, a chord bearing of North 57 degrees 53 minutes 42 seconds West, and a chord distance of 235.75 feet to a found 1/2-inch iron rod with cap stamped "MCKIM CREED" at a point of tangency, and
8) North 44 degrees 07 minutes 59 seconds West, a distance of 82.81 feet to a found 1/2-inch iron rod with cap stamped "MCKIM CREED" at a point of curvature, and

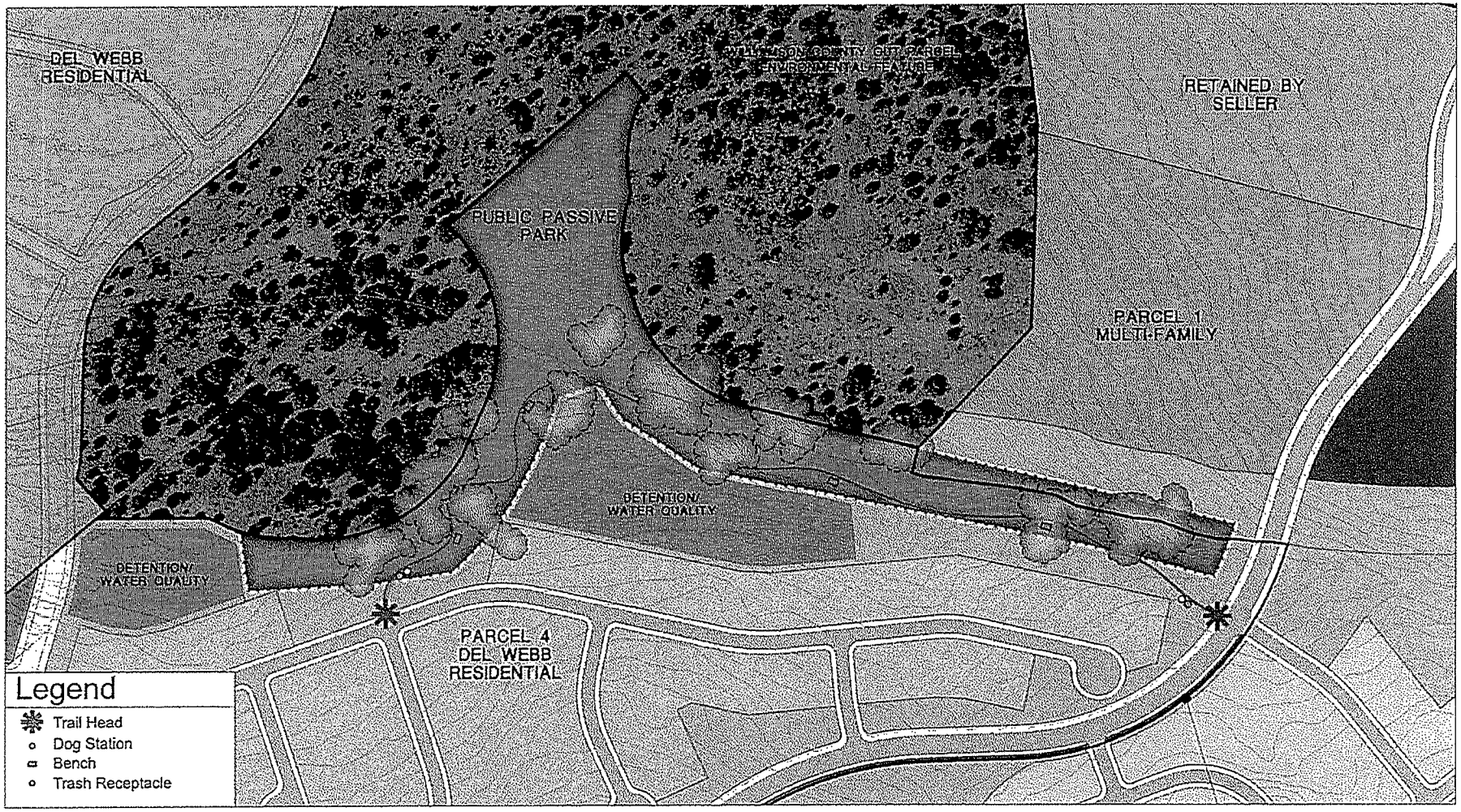
9) 27.30 feet along the arc of a curve to the left, having a radius of 424.50 feet, through a central angle of 03 degrees 41 minutes 07 seconds, a chord bearing of North 45 degrees 58 minutes 33 seconds West, and a chord distance of 27.30 feet to a found 1/2-inch iron rod with cap stamped "MCKIM CREED", and
10) South 82 degrees 11 minutes 31 seconds West, a distance of 33.26 feet to a found 1/2-inch iron rod with cap stamped "MCKIM CREED" and a non-tangent intersection with a curve on the southeasterly right-of-way line of said Ronald Reagan Boulevard;

THENCE, 208.94 feet along the arc of a curve to the right, with the southeasterly right-of-way line of said Ronald Reagan Boulevard, having a radius of 7,870.00 feet, through a central angle of 01 degrees 31 minutes 16 seconds, a chord bearing of North 34 degrees 33 minutes 32 seconds East, and a chord distance of 208.94 feet to the **POINT OF BEGINNING** and containing 201.435 Acres or 8,774,511 square feet of land, more or less.



Jorge Fernandez
Texas Registered Professional Land Surveyor, No. 6077
McKim & Creed, Inc.
TBPLES Firm No. 10177601
Email: jfernandez@mckimcreed.com
Date: 2021-11-03 See attached exhibit of even date.

EXHIBIT C



SEC Planning, LLC
Land Planning + Landscape Architecture + Community Branding
AUSTIN, TEXAS

Acre
11.4 ~~ACER~~ PASSIVE PARK

MADISON TRACT
GEORGETOWN, TEXAS

0 100 200 400
Scale: 1" = 200'
North Date: October 21, 2021

Base mapping compiled from best available information. All map data should be considered as preliminary, in need of verification, and subject to change. This land plan is conceptual in nature and does not represent any regulatory approval. Plan is subject to change.

EXHIBIT D


WITHIN EXISTING HERITAGE TREES
RETAINED BY SELLER
RONALD REAGAN BLVD.
RETAINED BY SELLER
PARCEL 2 COMMERCIAL 2.6 AC.
PARCEL 1 MULTI-FAMILY 10.4 AC. 208 UNITS
WILLIAMSON COUNTY OUT PARCEL, ENVIRONMENTAL FEATURE
PUBLIC PASSIVE PARK
DETENTION/ WATER QUALITY
DETENTION/ WATER QUALITY
PARCEL 4 DEL WEBB RESIDENTIAL 31.8 AC. 127 UNITS
PARCEL 3 MULTI-GENERATIONAL RESIDENTIAL 53.2 AC. 239 UNITS
COMMUNITY TRAIL SYSTEM
Proposed Wastewater Crossing (Bore) of Passive Park

Commissioners Court - Regular Session **58.**

Meeting Date: 01/17/2023

CR 404 Realignment Real Estate Contract

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a real estate contract with Nancy Rydell Holubec, Individually and as Trustee of the Henry H. Holubec Family Trust as created under the last will and testament of Henry H. Holubec Jr. deceased, and Edythe J. Holubec for 18.811 acres and 1.065 acres needed as right of way for the CR 404 realignment project (Parcel 18). Funding Source: Road Bonds P391

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	01/12/2023 11:22 AM
Form Started By: Charlie Crossfield		Started On: 01/11/2023 03:43 PM
Final Approval Date: 01/12/2023		

REAL ESTATE CONTRACT

County Road 404 Realignment

THIS REAL ESTATE CONTRACT ("Contract") is made by **NANCY RYDELL HOLUBEC, INDIVIDUALLY AND AS TRUSTEE OF THE HENRY H. HOLUBEC FAMILY TRUST, as created under the Last Will and Testament of Henry H. Holubec, Jr., deceased, Probate Cause No. 16,731-PC, Brazos County, Texas, and EDYTHE J. HOLUBEC** (referred to in this Contract as "Seller") and **WILLIAMSON COUNTY, TEXAS** (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I
PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract of land described as follows:

> All of that certain 18.811-acre (819,407 sq. ft.) tract of land out of the Watkins Nobles Survey, Section No. 30, Abstract No. 484 Williamson County, Texas; said tract being more particularly described by metes and bounds in Exhibit "A" to be attached.
> (**Parcel 18 Part 1);** and
>
> All of that certain 1.065-acre (46,411 sq. ft.) tract of land out of the Watkins Nobles Survey, Section No. 30, Abstract No. 484 Williamson County, Texas; said tract being more particularly described by metes and bounds in Exhibit "B" to be attached (**Parcel 18 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 situated on and attached to the Property described in Exhibits "A-B" not otherwise agreed herein to be retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II
PURCHASE PRICE

Purchase Price

2.01. The Purchase Price for the Property described in Exhibits "A-B", any improvements upon the Property, and any damage to or curative costs for the remaining property of Seller, shall be the sum of THREE MILLION TWO HUNDRED NINETY THOUSAND ONE HUNDRED EIGHT and 00/100 Dollars ($3,290,108.00).

Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash or other good funds at the Closing.

ARTICLE III
PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the Closing.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's current actual knowledge:

(1) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than as previously disclosed to Purchaser;

(2) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof.

The Property herein is being conveyed to Purchaser under threat of condemnation.

ARTICLE V
CLOSING

Closing Date

5.01. The Closing shall be held at the office of Longhorn Title Company on or before January 31, 2023, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Deed conveying good and indefeasible title to Williamson County, Texas in fee simple to all of the Property described in Exhibit "A", free and clear of any and all monetary liens and restrictions, except for the following:

(a) General real estate taxes for the year of closing and subsequent years not yet due and payable;

(b) Any exceptions approved by Purchaser pursuant to Article III hereof; and

(c) Any exceptions approved by Purchaser in writing.

The Deed shall be in the form as shown in Exhibit "C" attached hereto and incorporated herein.

(2) Provide reasonable assistance as requested, at no cost to Seller, to cause the Title Company to deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, in Grantee's favor in the full amount of the Purchase Price, insuring Purchaser's contracted interests in and to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

(a) The boundary and survey exceptions shall be deleted;

(b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and

(c) The exception as to the lien for taxes shall be limited to the year of Closing and shall be endorsed "Not Yet Due and Payable".

(d) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

(a) Pay the cash portion of the Purchase Price.

Prorations

5.04. General real estate taxes for the then current year relating to the Property shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation, but shall otherwise remain the continuing obligation of Seller to satisfy. Agricultural roll-back taxes, if any, which directly result from completion of this transaction and conveyance shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

(1) Owner's Title Policy and survey to be paid by Purchaser.

(2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.

(3) All other closing costs shall be paid by Purchaser.

(4) Attorney's fees paid by each party incurring same respectively.

ARTICLE VI
BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

ARTICLE VII
BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made then Seller shall receive the amount of $500 as liquidated damages for any failure by Purchaser.

ARTICLE VIII
MISCELLANEOUS

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

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

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09. In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10. This Contract shall be effective as of the date it is approved by Williamson County, Texas which date is indicated beneath the County Judge's signature below.

Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

Contingent Possession and Use Agreement

8.12. Upon completion of (1) the full execution of this Contract by all parties, and (2) acknowledgment by the Title Company of delivery by Purchaser of the full Purchase Price, Purchaser, its agents and contractors shall be permitted to enter and possess the Property prior to Closing for the limited purpose of electric utility relocation and construction activities associated with the proposed County Road 404 realignment improvement construction project of Purchaser, and Seller agrees to make any gate access available to Purchaser, its contractors or utility facility owners as necessary to carry out the purposes of this paragraph. The parties further agree to continue to use diligence in assisting with any title curative measures or mortgage lien release required by the Contract to complete the Closing of the purchase transaction.

SELLER:

Nancy Rydell Holubec
Nancy Rydell Holubec (Jan 9, 2023 09:53 CST)

Nancy Rydell Holubec, Individually and as Trustee
of the Henry H. Holubec Family Trust, as created under the
Last Will and Testament of Henry H. Holubec, Jr., deceased,
Probate Cause No. 16,731-PC, Brazos County, Texas

Address: 6867 Meadowcreek Dr.

Dallas, Texas 75254

Date: Jan 9, 2023

SELLER:

Edythe J. Holubec
Edythe J. Holubec (Jan 6, 2023 18:26 CST)

Edythe J. Holubec

Address: P. O. Box 552

Taylor, Texas. 76574

Date: Jan 6, 2023

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
County Judge

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

Date:_____

EXHIBIT "A"

County: Williamson
Tax ID: R019448
Highway: C.R. 404
Limits: From: F.M. 3349
To: C.R. 404

October 5, 2022

PROPERTY DESCRIPTION FOR PARCEL R019448

DESCRIPTION OF A 18.811 ACRE (819,407 SQ. FT.) PARCEL OF LAND LOCATED IN THE WATKINS NOBLES SURVEY, SECTION NO. 30, ABSTRACT NO. 484, AND THE H.T. & B.R.R.C.O. SURVEY, SECTION NO. 1, ABSTRACT NO. 318, WILLIAMSON COUNTY, TEXAS BEING A PORTION OF A CALLED 85.681 ACRE TRACT OF LAND, DESCRIBED IN A DEED TO HENRY H. HOLUBEC, JR. AND WIFE, NANCY RYDELL HOLUBEC (50% INTEREST) AND JAMES F. HOLUBEC (50% INTEREST DECEASED), RECORDED AUGUST 1, 1984 IN VOLUME 1051, PAGE 818, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS (D.R.W.C.TX.) WITH EDYTHE J. HOLUBEC (50% INTEREST) AS INDEPENDENT EXECUTOR OF ESTATE OF JAMES F. HOLUBEC, AS CITED SEPTEMBER 21, 2005 IN DOCUMENT NUMBER 2005075261, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.); SAID 18.811 ACRE (819,407 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 concrete monument found 782.30 feet left of County Road (C.R.) 404 Engineer's Centerline Station (E.C.S.) 258+35.11 on the east line of a called 18.165 acre tract of land, described in a deed to Joel B. Carpenter, recorded in Document No. 2012073128, O.P.R.W.C.TX., for the northwest corner of said 85.681 acre tract;

THENCE S 07°39'17" W, with the common line of said 85.681 acre tract and said 18.165 acre tract, a distance of 623.14 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" on the proposed north right-of-way line of C.R. 404, for the northeast corner of a remainder of a called 1.137 acre tract of land, described in a deed to Henry H. Holubec and wife, Nancy Rydell Holubec (50% interest) and James F. Holubec (50% interest deceased), recorded in Volume 1051, Page 818, D.R.W.C.TX. with Edythe J. Holubec (50% interest) as independent executor of estate of James F. Holubec as cited in Document No. 2005075261, O.P.R.W.C.TX., same being the southeast corner of said 18.165 acre tract;

THENCE S 07°20'59" W, with the common l
ine of said remainder of a called 1.137 acre tract and said 85.681 acre tract, passing at a distance of 20.00 feet a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY", for the southeast corner of said remainder of a called 1.137 acre tract, same being the northeast corner of a remainder of a called 121.12 acre tract, described in a deed to 3349 Land Group LLC, recorded in Document No. 2007027439, O.P.R.W.C.TX., and continuing with the common line of said remainder of a called 121.12 acre tract and said 85.681 acre tract, a total distance of 55.34 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" (Surface Coordinates: N=10,169,610.93, E=3,195,507.22) set 118.33 feet left of C.R. 404 E.C.S. 259+51.81, said point being a beginning of a curve to the right, same being the northwest corner and the **POINT OF BEGINNING** of the parcel described herein;

THENCE departing the common line of said 85.681 acre tract and said remainder of a called 121.12 acre tract, with the proposed north right-of-way line of C.R. 404, over and across said 85.681 acre tract, the following seven (7) courses and distances numbered 1-7:

1) With said curve to the right, an arc distance of 618.11 feet, through a delta of 15°59'20", having a radius of 2,215.00 feet, and a chord which bears S 61°39'10" E, a distance of 616.11 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 133.34 feet left of C.R. 404 E.C.S. 265+33.48,

2) S 53°39'30" E, a distance of 561.44 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 151.17 feet left of C.R. 404 E.C.S. 270+97.37,

3) N 34°57'51" E, a distance of 169.08 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 320.14 feet left of C.R. 404 E.C.S. 270+90.21, said point being the beginning of a curve to the left,

4) With said curve to the left, an arc distance of 345.21 feet, through a delta of 11°39'44", having a radius of 1,696.00 feet, and a chord which bears S 59°51'12" E, a distance of 344.61 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 327.38 feet left of C.R. 404 E.C.S. 275+01.62,

5) S 25°19'45" W, a distance of 169.02 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 158.35 feet left of C.R. 404 E.C.S. 275+02.10, said point being the beginning of a curve to the left,

6) With said curve to the left, an arc distance of 540.78 feet, through a delta of 16°36'49", having a radius of 1,865.00 feet, and a chord which bears S 73°53'57" E, a distance of 538.88 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 167.66 feet left of C.R. 404 E.C.S. 280+90.56, and

7) S 82°12'22" E, a distance of 298.87 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 171.94 feet left of C.R. 404 E.C.S. 283+89.63 on the existing west right-of-way line of County Road (C.R.) 404, a variable width right-of-way, no record information found, for the northeast corner of the parcel described herein;

8) **THENCE** S 07°25'18" W, departing the proposed north right-of-way line of C.R. 404, with the existing west right-of-way line of C.R. 404, a distance of 240.11 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 68.11 feet right of C.R. 404 E.C.S. 283+94.62 on the proposed south right-of-way line of C.R. 404, for the northeast corner of a called 14.994 acre tract of land, described in a deed to Ernest L. Meadows, recorded in Document No. 2016090360, O.P.R.W.C.TX, same being the southeast corner of said 85.681 acre tract and the parcel described herein;

9) **THENCE** N 82°50'57" W, departing the existing west right-of-way line of said C.R. 404, with the proposed south right-of-way line of said C.R. 404, same being the common line of said 85.681 acre tract and said 14.994 acre tract, a distance of 955.84 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 191.95 feet right of C.R. 404 E.C.S. 274+86.97, said point being the beginning of a curve to the right;

THENCE departing the common line of said 85.681 acre tract and said 14.994 acre tract, continuing with the proposed south right-of-way line of C.R. 404, over and across said 85.681 acre tract, the following three (3) courses and distances numbered 10-12:

10) With said curve to the right, an arc distance of 438.32 feet, through a delta of 11°20'17", having a radius of 2,215.00 feet, and a chord which bears N 59°19'38" W, a distance of 437.60 feet, to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 199.00 feet right of C.R. 404 E.C.S. 270+87.55,

EXHIBIT "A"

County: Williamson
Tax ID: R019448
Highway: C.R. 404
Limits: From: F.M. 3349
To: C.R. 404

11) N 53°39'30" W, a distance of 546.61 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 216.48 feet right of C.R. 404 E.C.S. 265+44.43, said point being the beginning of a curve to the left, and

12) With said curve to the left, an arc distance of 439.18 feet, through a delta of 13°29'33", having a radius of 1,865.00 feet, and a chord which bears N 60°24'16" W, a distance of 438.17 feet, to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 229.67 feet right of C.R. 404 E.C.S. 260+51.08 on the common line of said remainder of a called 121.12 acre tract and said 85.681 acre tract, for the southwest corner of the parcel described herein;

13) **THENCE** N 07°20'59" E, departing the proposed south right-of-way line of C.R. 404, with the common line of said remainder of a called 121.12 acre tract and said 85.681 acre tract, a distance of 361.03 feet, to the **POINT OF BEGINNING**, and containing 18.811 acres (819,407 sq. ft.) of land.

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 coordinates shown hereon 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.

Scott C. Brashear 10/5/2022

SURVEYING AND MAPPING, LLC
4801 Southwest Pkwy
Building Two, Suite 100
Austin, Texas 78735
TX. Firm No. 10064300

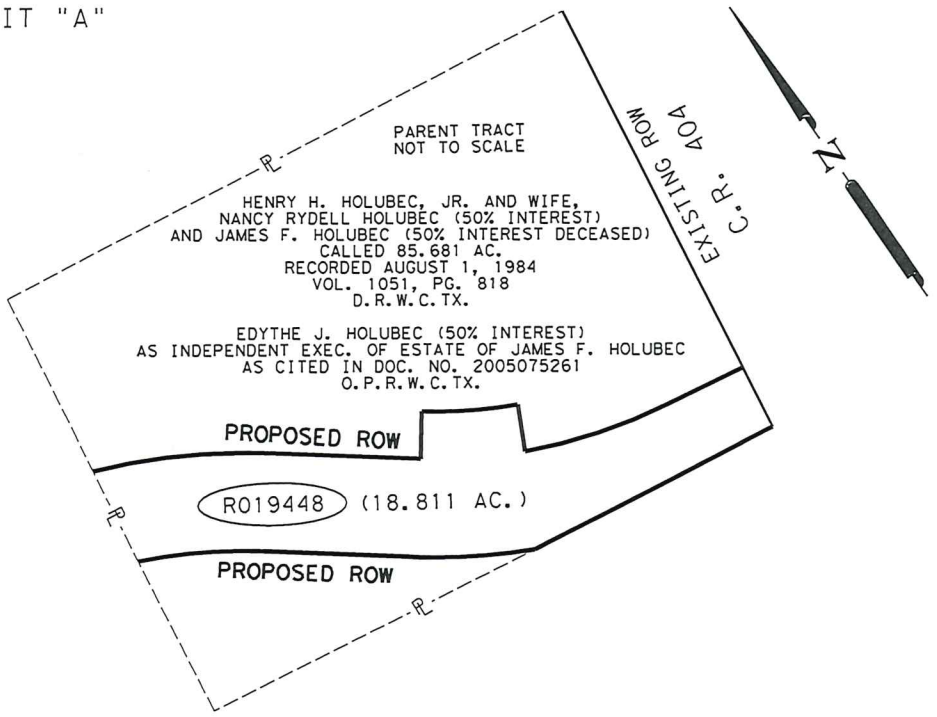


Scott C. Brashear Date
Registered Professional Land Surveyor
No. 6660 – State of Texas

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 (UNLESS NOTED)
⊙	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
—Z—	DISTANCE NOT TO SCALE
—Z—	DEED LINE (COMMON OWNERSHIP)

EXHIBIT "A"



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 TEXAN TITLE INSURANCE COMPANY, GF NO. GT2201207, EFFECTIVE DATE SEPTEMBER 2, 2022, AND ISSUED DATE SEPTEMBER 13, 2022. THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOT SHOWN.
3. CR 404 ENGINEER'S CENTERLINE ALIGNMENT DERIVED FROM RPS GROUP SCHEMATIC RECEIVED BY SAM, LLC. IN JUNE, 2022.
4. THIS PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.

* AREA CALCULATED BY SAM, LLC.

STATE OF TEXAS
REGISTERED
SCOTT C. BRASHEAR
6660
PROFESSIONAL
LAND SURVEYOR

A

HENRY H. HOLUBEC, JR. AND WIFE,
NANCY RYDELL HOLUBEC (50% INTEREST)
AND JAMES F. HOLUBEC (50% INTEREST DECEASED)
REMAINDER OF A CALLED 1.137 AC.
VOL. 1051, PG. 818
D.R.W.C.TX.

EDYTHE J. HOLUBEC (50% INTEREST)
AS INDEPENDENT EXEC. OF ESTATE OF JAMES F. HOLUBEC
AS CITED IN DOC. NO. 2005075261
O.P.R.W.C.TX.

REF. FIELD NOTE NO. 49078

FILE:\\saminc\AUS\PROJECTS\1021060291\100\Survey\03Exhibits\P-R019448 Holubec\R019448 Holubec_Plat

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

SCOTT C. BRASHEAR
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6660, STATE OF TEXAS

10/5/2022

DATE

EXISTING	85.510 AC.	ACQUIRE	18.811 AC.	REMAINING	57.611 AC. LEFT
				REMAINING	9.088 AC. RIGHT

SAM
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH SHOWING PROPERTY OF
HENRY H. HOLUBEC, JR. AND WIFE NANCY
RYDELL HULUBEC AND JAMES F. HOLUBEC
(DECEASED)
EDYTHE J. HOLUBEC AS INDEPENDENT
EXECUTOR
TAX ID: R019448
18.811 AC. (819,407 SQ. FT.)

EXHIBIT "A"

SCHEDULE B:

THIS SURVEY HEREON WAS PREPARED IN CONJUCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. GT2201207, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE SEPTEMBER 2, 2022, AND ISSUED DATE SEPTEMBER 13, 2022.

10. THE FOLLOWING MATTERS AND ALL TERMS OF THE DOCUMENTS CREATING OR OFFERING EVIDENCE OF THE MATTERS (WE MUST INSET MATTERS OR DELETE THIS EXCEPTION.):

A. AN OIL, GAS AND MINERAL LEASE DATED OCTOBER 13, 1938, BY AND BETWEEN CE RYDELL AND HULDA RYDELL AS LESSOR, AND TOM GORTON AS LESSEE, RECORDED IN VOLUME 294, PAGE 116, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, AND ALL RIGHTS INCIDENT THERETO. TITLE TO SAID LEASE HAS NOT BEEN EXAMINED SUBSEQUENT TO THE DATE OF ITS EXECUTION.

B. RIGHT OF WAY EASEMENT DATED AUGUST 20, 1974, TO JONAH WATER SUPPLY CORPORATION, RECORDED IN VOLUME 597, PAGE 996, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)

C. EASEMENT DATED FEBRUARY 6, 1981, TO JAMES V MOTSINGER AND CHARLOTTE E MOTSINGER, RECORDED IN VOLUME 832, PAGE 326, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)

D. ANY EASEMENTS PRESENTLY IN USE BY THE CITY OF TAYLOR AND ANY PIPES OR PIPE LINES IN PLACE UNDER THE TRACT DESCRIBED HEREIN. (SUBJECT IF APPLICABLE)

E. ANY PORTION OF THE HEREIN DESCRIBED PROPERTY WHICH FALLS WITHIN THE BOUNDARIES OF A STREET OR ALLEY. (SUBJECT IF APPLICABLE)

F. THE RIGHTS OF LOWER BRUSHY CREEK WATER CONTROL AND IMPROVEMENT DISTRICT LEVY TAXES AND ISSUE BONDS. (NOT A SURVEY MATTER)

G. ALL LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF COAL, LIGNITE, OIL, GAS OR OTHER MINERALS, TOGETHER WITH ALL RIGHTS, PRIVILEGES, AND IMMUNITIES RELATING THERETO, APPEARING IN THE PUBLIC RECORDS WHETHER LISTED IN SCHEDULE B OR NOT. THERE MAY BE LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF MINERALS THAT ARE NOT LISTED. (SUBJECT IF APPLICABLE)

H. ALL VISIBLE AND APPARENT EASEMENTS AND ALL UNDERGROUND EASEMENTS, THE EXISTENCE OF WHICH MAY ARISE BY UNRECORDED GRANT OR BY USE. (OWNER'S TITLE POLICY ONLY) (SUBJECT IF APPLICABLE)

I. RIGHTS OF PARTIES IN POSSESSION. (OWNER'S TITLE POLICY ONLY)

J. "ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE SURVEY OF THE LAND." (NOTE: UPON RECEIPT OF A SURVEY ACCEPTABLE TO COMPANY, THIS EXCEPTION WILL BE DELETED. COMPANY RESERVES THE RIGHT TO ADD ADDITIONAL EXCEPTIONS PER ITS EXAMINATION OF SAID SURVEY)

REF. FIELD NOTE NO. 49078

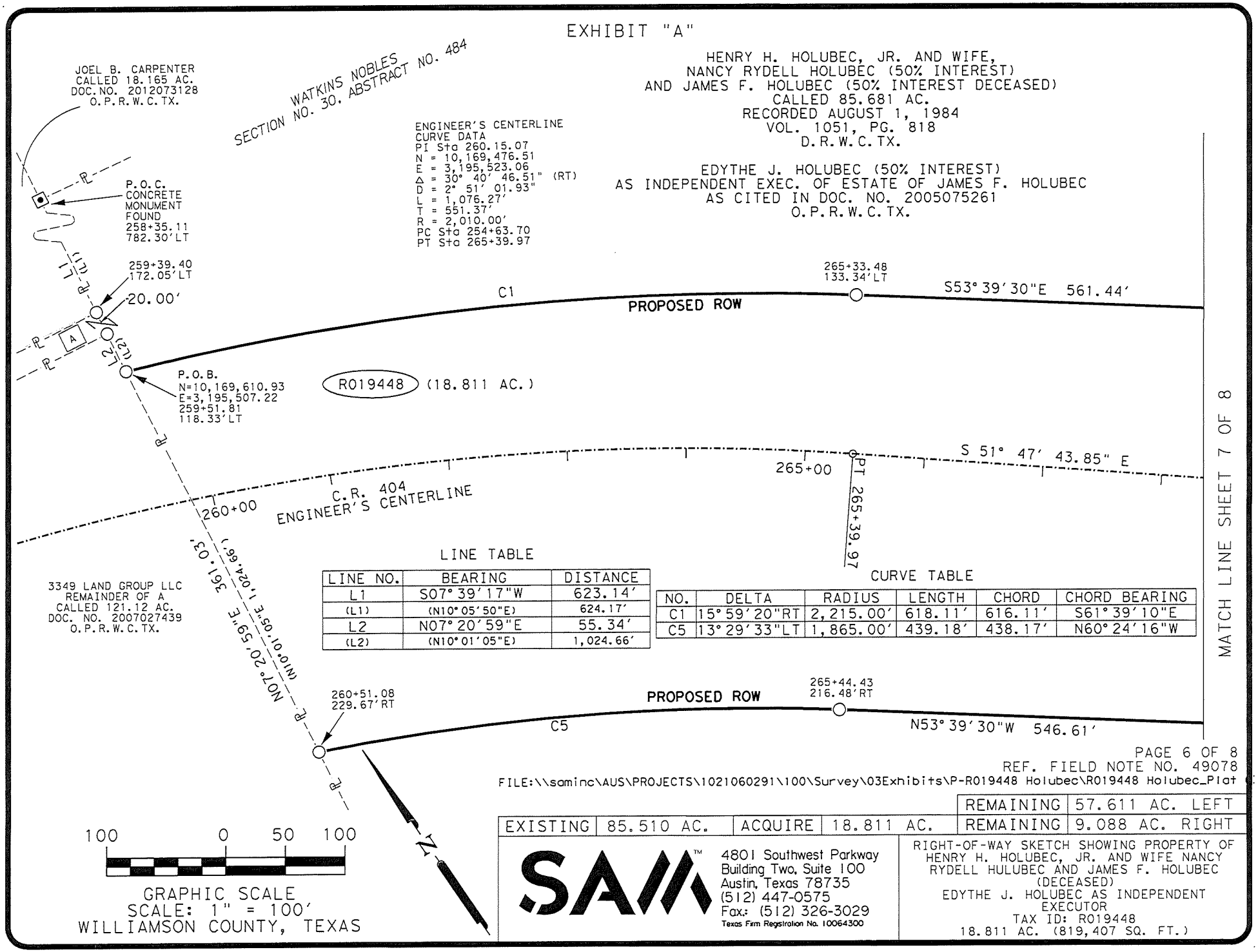
FILE:\\saminc\AUS\PROJECTS\1021060291\100\Survey\03Exhibits\P-R019448 Holubec\R019448 Holubec_Plat

				REMAINING	57.611 AC. LEFT
EXISTING	85.510 AC.	ACQUIRE	18.811 AC.	REMAINING	9.088 AC. RIGHT

SAM
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH SHOWING PROPERTY OF HENRY H. HOLUBEC, JR. AND WIFE NANCY RYDELL HULUBEC AND JAMES F. HOLUBEC (DECEASED)
EDYTHE J. HOLUBEC AS INDEPENDENT EXECUTOR
TAX ID: R019448
18.811 AC. (819,407 SQ. FT.)

EXHIBIT "A"



LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	S07°39'17"W	623.14'
(L1)	(N10°05'50"E)	624.17'
L2	N07°20'59"E	55.34'
(L2)	(N10°01'05"E)	1,024.66'

CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	15°59'20"RT	2,215.00'	618.11'	616.11'	S61°39'10"E
C5	13°29'33"LT	1,865.00'	439.18'	438.17'	N60°24'16"W

REF. FIELD NOTE NO. 49078

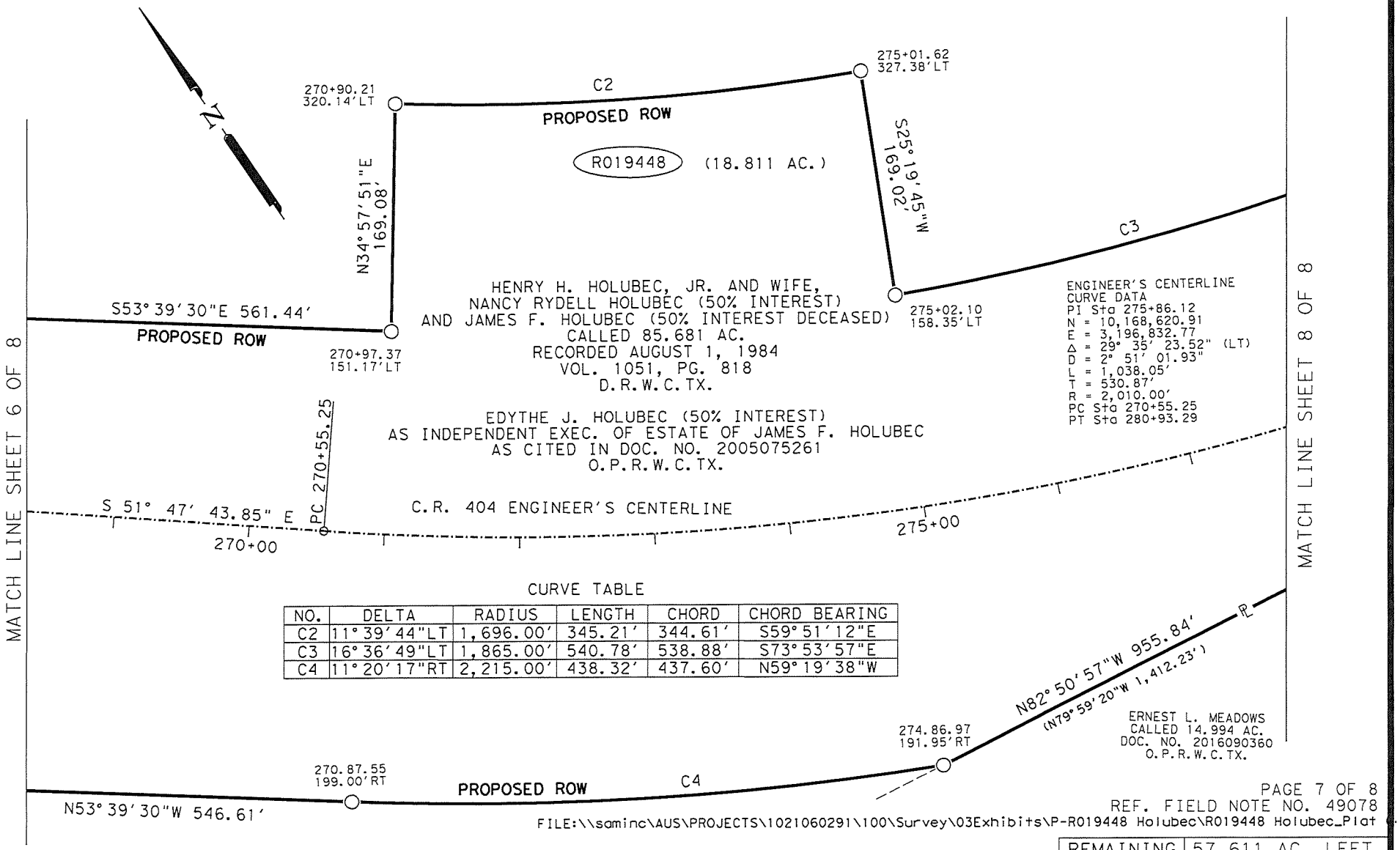
FILE:\\saminc\AUS\PROJECTS\1021060291\100\Survey\03Exhibits\P-R019448 Holubec\R019448 Holubec_Plat

				REMAINING	57.611 AC. LEFT
EXISTING	85.510 AC.	ACQUIRE	18.811 AC.	REMAINING	9.088 AC. RIGHT

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RIGHT-OF-WAY SKETCH SHOWING PROPERTY OF HENRY H. HOLUBEC, JR. AND WIFE NANCY RYDELL HULUBEC AND JAMES F. HOLUBEC (DECEASED)
EDYTHE J. HOLUBEC AS INDEPENDENT EXECUTOR
TAX ID: R019448
18.811 AC. (819,407 SQ. FT.)

EXHIBIT "A"



CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C2	11°39'44"LT	1,696.00'	345.21'	344.61'	S59°51'12"E
C3	16°36'49"LT	1,865.00'	540.78'	538.88'	S73°53'57"E
C4	11°20'17"RT	2,215.00'	438.32'	437.60'	N59°19'38"W

REF. FIELD NOTE NO. 49078

FILE:\\saminc\AUS\PROJECTS\1021060291\100\Survey\03Exhibits\P-R019448 Holubec\R019448 Holubec_Plat

100 0 50 100

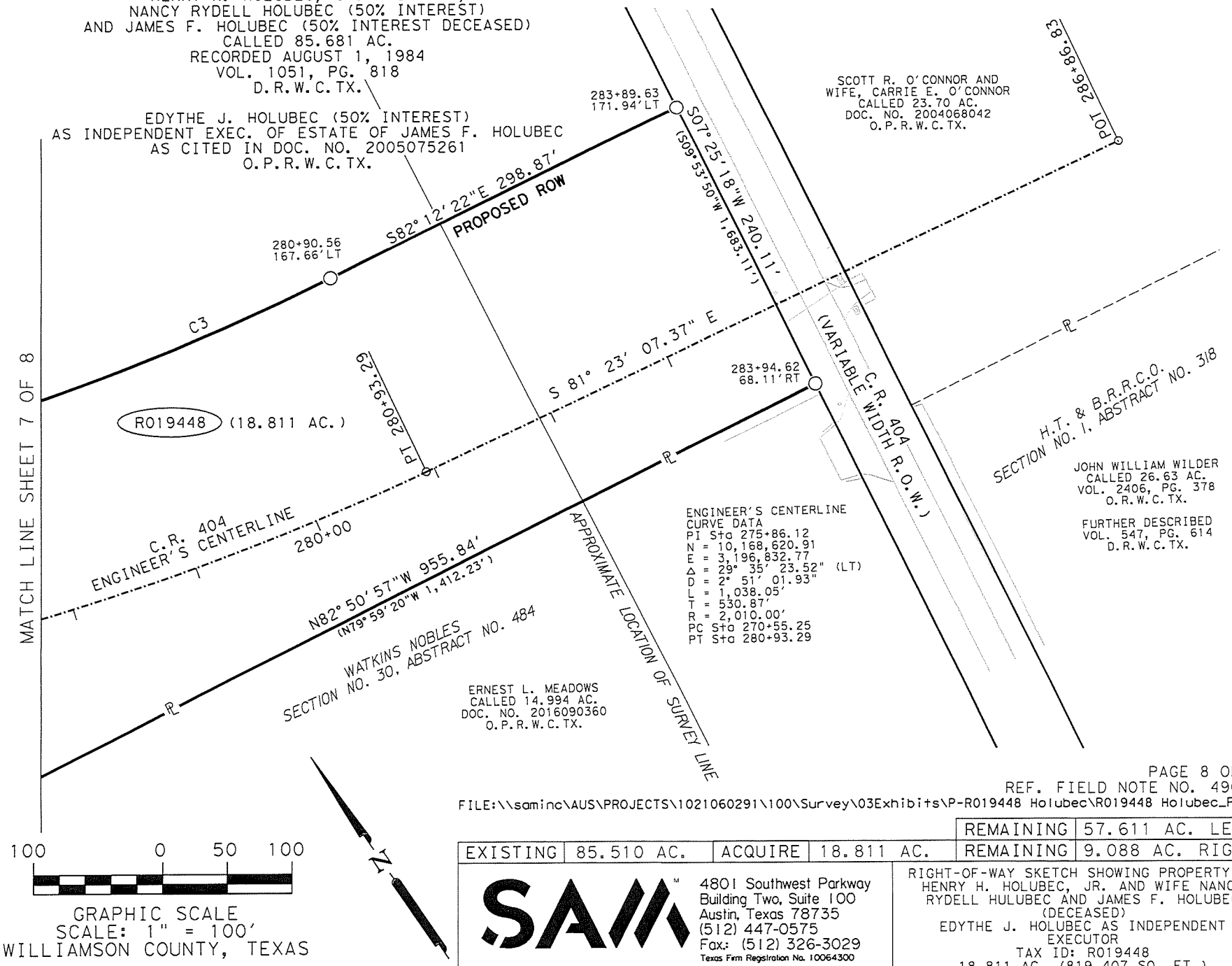
GRAPHIC SCALE
SCALE: 1" = 100'
WILLIAMSON COUNTY, TEXAS

				REMAINING	57.611 AC. LEFT
EXISTING	85.510 AC.	ACQUIRE	18.811 AC.	REMAINING	9.088 AC. RIGHT

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EDYTHE J. HOLUBEC AS INDEPENDENT EXECUTOR
TAX ID: R019448
18.811 AC. (819,407 SQ. FT.)

EXHIBIT "A"



REF. FIELD NOTE NO. 49078

FILE:\\saminc\AUS\PROJECTS\1021060291\100\Survey\03Exhibits\P-R019448 Holubec\R019448 Holubec_Plat

				REMAINING	57.611 AC. LEFT
EXISTING	85.510 AC.	ACQUIRE	18.811 AC.	REMAINING	9.088 AC. RIGHT

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RIGHT-OF-WAY SKETCH SHOWING PROPERTY OF HENRY H. HOLUBEC, JR. AND WIFE NANCY RYDELL HULUBEC AND JAMES F. HOLUBEC (DECEASED)
EDYTHE J. HOLUBEC AS INDEPENDENT EXECUTOR
TAX ID: R019448
18.811 AC. (819,407 SQ. FT.)

EXHIBIT "B"

County: Williamson
Tax ID: R019447
Highway: C.R. 404
Limits: From: F.M. 3349
To: C.R. 404

October 5, 2022

PROPERTY DESCRIPTION FOR PARCEL R019447

DESCRIPTION OF A 1.065 ACRE (46,411 SQ. FT.) PARCEL OF LAND LOCATED IN THE WATKINS NOBLES SURVEY, SECTION NO. 30, ABSTRACT NO. 484, WILLIAMSON COUNTY, TEXAS BEING ALL OF THE REMAINDER OF A CALLED 1.137 ACRE TRACT OF LAND, DESCRIBED IN A DEED TO HENRY H. HOLUBEC, JR. AND WIFE, NANCY RYDELL HOLUBEC (50% INTEREST) AND JAMES F. HOLUBEC (50% INTEREST DECEASED), RECORDED JULY 19, 1984 IN VOLUME 1051, PAGE 818, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS (D.R.W.C.TX.) WITH EDYTHE J. HOLUBEC (50% INTEREST) AS INDEPENDENT EXECUTOR OF ESTATE OF JAMES F. HOLUBEC, AS CITED SEPTEMBER 21, 2005 IN DOCUMENT NO. 2005075261, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.); SAID 1.065 ACRE (46,411 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 concrete monument found 734.76 feet left of County Road (C.R.) 404 Engineer's Centerline Station (E.C.S.) 259+76.73 on the east line of a called 18.165 acre tract of land, described in a deed to Joel B. Carpenter, recorded in Document No. 2012073128, O.P.R.W.C.TX., for the southwest corner of a called 105.275 acre tract of land, described as Tract 1 in a deed to RCP Taylor Rail, L.P., recorded in Document No. 2020166309, O.P.R.W.C.TX., same being the northwest corner of a called 85.681 acre tract of land described in said deed to Henry H. Holubec and wife, Nancy Rydell Holubec (50% interest) and James F. Holubec (50% interest deceased), recorded in Volume 1051, Page 818, D.R.W.C.TX. with Edythe J. Holubec (50% interest) as independent executor of estate of James F. Holubec as cited in Document No. 2005075261, O.P.R.W.C.TX.;

THENCE S 07°39'17" W, with the common line of said 85.681 acre tract and said 18.165 acre tract, a distance of 623.54 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" (Surface Coordinates: N=10,169,665.83, E=3,195,514.30) set 111.22 feet left of C.R. 404 E.C.S. 259+75.31 (1/2-inch iron rod found but replaced with 5/8-inch iron rod with Williamson County aluminum cap) on the proposed north right-of-way line of C.R. 404, for the southeast corner of said 18.165 acre tract, same being the northeast corner of said remainder of a called 1.137 acre tract and the **POINT OF BEGINNING** of the parcel described herein;

1) **THENCE** S 07°20'59" W, departing the proposed north right-of-way line of said C.R. 404, with the common line of said 85.681 acre tract and said remainder of a called 1.137 acre tract, a distance of 20.00 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 152.62 feet left of C.R. 404 E.C.S. 259+43.82, for the northeast corner of the remainder of a called 121.12 acre tract of land, described in a deed to 3349 Land Group, L.L.C., recorded in Document No. 2007027439, O.P.R.W.C.TX., same being the southeast corner of said remainder of a called 1.137 acre tract and of the parcel described herein;

2) **THENCE** N 82°28'22" W, departing the common line of said 85.681 acre tract and said remainder of a called 1.137 acre tract, with the common line of said remainder of a called 121.12 acre tract and said remainder of a called 1.137 acre tract, a distance of 2,320.60 feet to a calculated point on the existing east right-of-way line of Farm to Market (F.M.) 3349, a variable width right-of-way, as conveyed to Williamson County in Document No. 2021097796, O.P.R.W.C.TX., and in Document No. 2021148167, O.P.R.W.C.TX., for the northwest corner of said remainder of a called 121.12 acre tract, same being the southwest corner of said remainder of a called 1.137 acre tract and the parcel described herein;

County: Williamson
Tax ID: R019447
Highway: C.R. 404
Limits: From: F.M. 3349
To: C.R. 404

3) **THENCE** N 07°39'59" E, departing the common line of said remainder of a called 121.12 acre tract and said remainder of a called 1.137 acre tract, with the existing east right-of-way line of said F.M. 3349 and the west line of said remainder of a called 1.137 acre tract, a distance of 20.00 feet to a 1/2-inch iron rod with an aluminum R.O.W. cap found 134.32 feet left of C.R. 404 E.C.S. 236+54.16, for the southwest corner of the remainder of a called 2.496 acre tract of land described in a deed to Brian N. Brown, and recorded in Document No. 2015065368, O.P.R.W.C.TX., same being the northwest corner of said remainder of a called 1.137 acre tract and the parcel described herein;

4) **THENCE** S 82°28'22" E, departing the east right-of-way line of said F.M. 3349, with the north line of said remainder of a called 1.137 acre tract, passing at a distance of 548.06 feet a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 131.87 feet left of C.R. 404 E.C.S. 242+10.45 on the proposed north right-of-way line of said C.R. 404, continuing with the proposed north right-of-way line of said C.R. 404, same being the north line of said remainder of a called 1.137 acre tract, passing at a distance of 1,859.46 feet a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 111.81 feet left of C.R. 404 E.C.S. 255+11.64, departing the proposed north right-of-way line of said C.R. 404, continuing with the north line of said remainder of a called 1.137 acre tract, and continuing for a total distance of 2,320.48 feet to the **POINT OF BEGINNING**, and containing 1.065 acres (46,411 sq. ft.) of land.

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 coordinates shown hereon 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 §

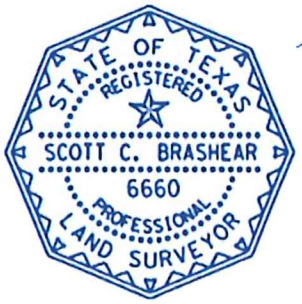
That I, Scott C. Brashear, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on the date shown below.

Scott C. Brashear 10/5/2022

Scott C. Brashear Date
Registered Professional Land Surveyor
No. 6660 – State of Texas

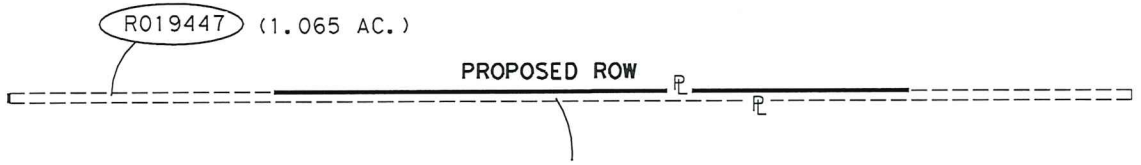
SURVEYING AND MAPPING, LLC
4801 Southwest Pkwy
Building Two, Suite 100
Austin, Texas 78735
TX. Firm No. 10064300



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 (UNLESS NOTED)
⊙	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)

EXHIBIT "B"



HENRY H. HOLUBEC, JR. AND WIFE,
NANCY RYDELL HOLUBEC (50% INTEREST)
AND JAMES F. HOLUBEC (50% INTEREST DECEASED)
REMAINDER OF A CALLED 1.137 AC.
VOL. 1051, PG. 818
D.R.W.C.TX.

EDYTHE J. HOLUBEC (50% INTEREST)
AS INDEPENDENT EXEC. OF ESTATE OF JAMES F. HOLUBEC
AS CITED IN DOC. NO. 2005075261
O.P.R.W.C.TX.

PARENT TRACT
NOT TO SCALE

N

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 TEXAN TITLE INSURANCE COMPANY, GF NO. GT2201207, EFFECTIVE DATE SEPTEMBER 2, 2022, AND ISSUED DATE SEPTEMBER 13, 2022. THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOT SHOWN.
3. CR 404 ENGINEER'S CENTERLINE ALIGNMENT DERIVED FROM RPS GROUP SCHEMATIC RECEIVED BY SAM, LLC. IN JUNE, 2022.
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 — 10/5/2022

SCOTT C. BRASHEAR
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6660, STATE OF TEXAS

DATE

STATE OF TEXAS
REGISTERED
SCOTT C. BRASHEAR
6660
PROFESSIONAL
LAND SURVEYOR

[A]

HENRY H. HOLUBEC, JR. AND WIFE,
NANCY RYDELL HOLUBEC (50% INTEREST)
AND JAMES F. HOLUBEC (50% INTEREST DECEASED)
REMAINDER OF A CALLED 1.137 AC.
VOL. 1051, PG. 818
D.R.W.C.TX.

EDYTHE J. HOLUBEC (50% INTEREST)
AS INDEPENDENT EXEC. OF ESTATE OF JAMES F. HOLUBEC
AS CITED IN DOC. NO. 2005075261
O.P.R.W.C.TX.

REF. FIELD NOTE NO. 49077
FILE:\\saminc\AUS\PROJECTS\1021060291\100\Survey\03Exhibits\P-R019447 Holubec\R019447 Holubec_Plat

EXISTING	*1.065 AC.	ACQUIRE	1.065 AC.	REMAINING	0.000 AC. LEFT

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 HENRY H. HOLUBEC, JR. AND WIFE NANCY RYDELL HULUBEC AND JAMES F. HOLUBEC (DECEASED)
EDYTHE J. HOLUBEC AS INDEPENDENT EXECUTOR
TAX ID: R019447
1.065 AC. (46,411 SQ. FT.)

EXHIBIT "B"

SCHEDULE B:

THIS SURVEY HEREON WAS PREPARED IN CONJUCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. GT2201207, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE SEPTEMBER 2, 2022, AND ISSUED DATE SEPTEMBER 13, 2022.

10. THE FOLLOWING MATTERS AND ALL TERMS OF THE DOCUMENTS CREATING OR OFFERING EVIDENCE OF THE MATTERS (WE MUST INSET MATTERS OR DELETE THIS EXCEPTION.):

A. AN OIL, GAS AND MINERAL LEASE DATED OCTOBER 13, 1938, BY AND BETWEEN CE RYDELL AND HULDA RYDELL AS LESSOR, AND TOM GORTON AS LESSEE, RECORDED IN VOLUME 294, PAGE 116, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, AND ALL RIGHTS INCIDENT THERETO. TITLE TO SAID LEASE HAS NOT BEEN EXAMINED SUBSEQUENT TO THE DATE OF ITS EXECUTION.

B. RIGHT OF WAY EASEMENT DATED AUGUST 20, 1974, TO JONAH WATER SUPPLY CORPORATION, RECORDED IN VOLUME 597, PAGE 996, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)

C. EASEMENT DATED FEBRUARY 6, 1981, TO JAMES V MOTSINGER AND CHARLOTTE E MOTSINGER, RECORDED IN VOLUME 832, PAGE 326, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)

D. ANY EASEMENTS PRESENTLY IN USE BY THE CITY OF TAYLOR AND ANY PIPES OR PIPE LINES IN PLACE UNDER THE TRACT DESCRIBED HEREIN. (SUBJECT IF APPLICABLE)

E. ANY PORTION OF THE HEREIN DESCRIBED PROPERTY WHICH FALLS WITHIN THE BOUNDARIES OF A STREET OR ALLEY. (SUBJECT IF APPLICABLE)

F. THE RIGHTS OF LOWER BRUSHY CREEK WATER CONTROL AND IMPROVEMENT DISTRICT LEVY TAXES AND ISSUE BONDS. (NOT A SURVEY MATTER)

G. ALL LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF COAL, LIGNITE, OIL, GAS OR OTHER MINERALS, TOGETHER WITH ALL RIGHTS, PRIVILEGES, AND IMMUNITIES RELATING THERETO, APPEARING IN THE PUBLIC RECORDS WHETHER LISTED IN SCHEDULE B OR NOT. THERE MAY BE LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF MINERALS THAT ARE NOT LISTED. (SUBJECT IF APPLICABLE)

H. ALL VISIBLE AND APPARENT EASEMENTS AND ALL UNDERGROUND EASEMENTS, THE EXISTENCE OF WHICH MAY ARISE BY UNRECORDED GRANT OR BY USE. (OWNER'S TITLE POLICY ONLY) (SUBJECT IF APPLICABLE)

I. RIGHTS OF PARTIES IN POSSESSION. (OWNER'S TITLE POLICY ONLY)

J. "ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE SURVEY OF THE LAND." (NOTE: UPON RECEIPT OF A SURVEY ACCEPTABLE TO COMPANY, THIS EXCEPTION WILL BE DELETED. COMPANY RESERVES THE RIGHT TO ADD ADDITIONAL EXCEPTIONS PER ITS EXAMINATION OF SAID SURVEY)

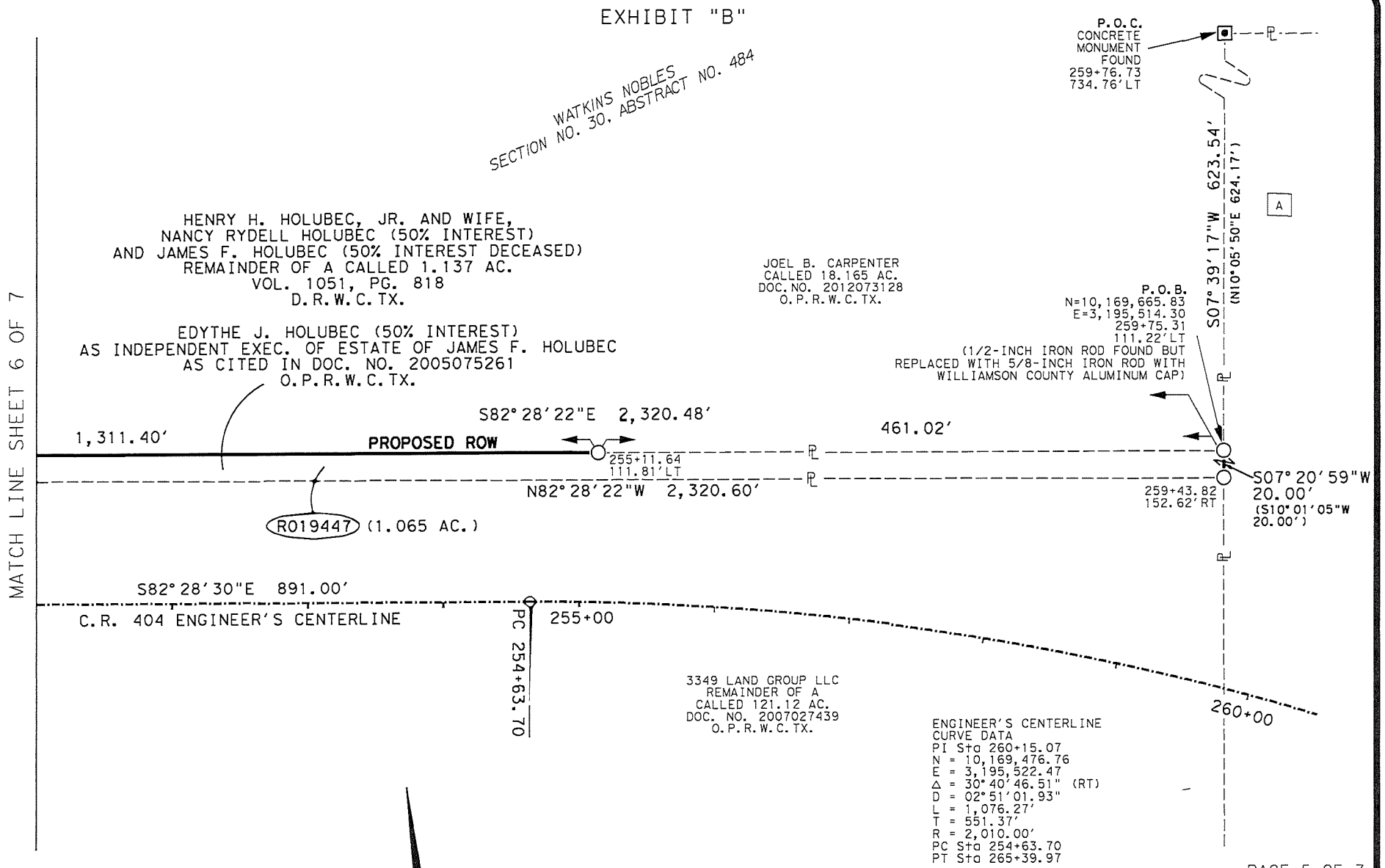
REF. FIELD NOTE NO. 49077
FILE:\\saminc\AUS\PROJECTS\1021060291\100\Survey\03Exhibits\P-R019447 Holubec\R019447 Holubec_Plat

EXISTING	*1.065 AC.	ACQUIRE	1.065 AC.	REMAINING	0.000 AC. LEFT

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Fax: (512) 326-3029
Texas Firm Registration No. 10064300

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HENRY H. HOLUBEC, JR. AND WIFE NANCY RYDELL HULUBEC AND JAMES F. HOLUBEC (DECEASED)
EDYTHE J. HOLUBEC AS INDEPENDENT EXECUTOR
TAX ID: R019447
1.065 AC. (46,411 SQ. FT.)

EXHIBIT "B"



REF. FIELD NOTE NO. 49077

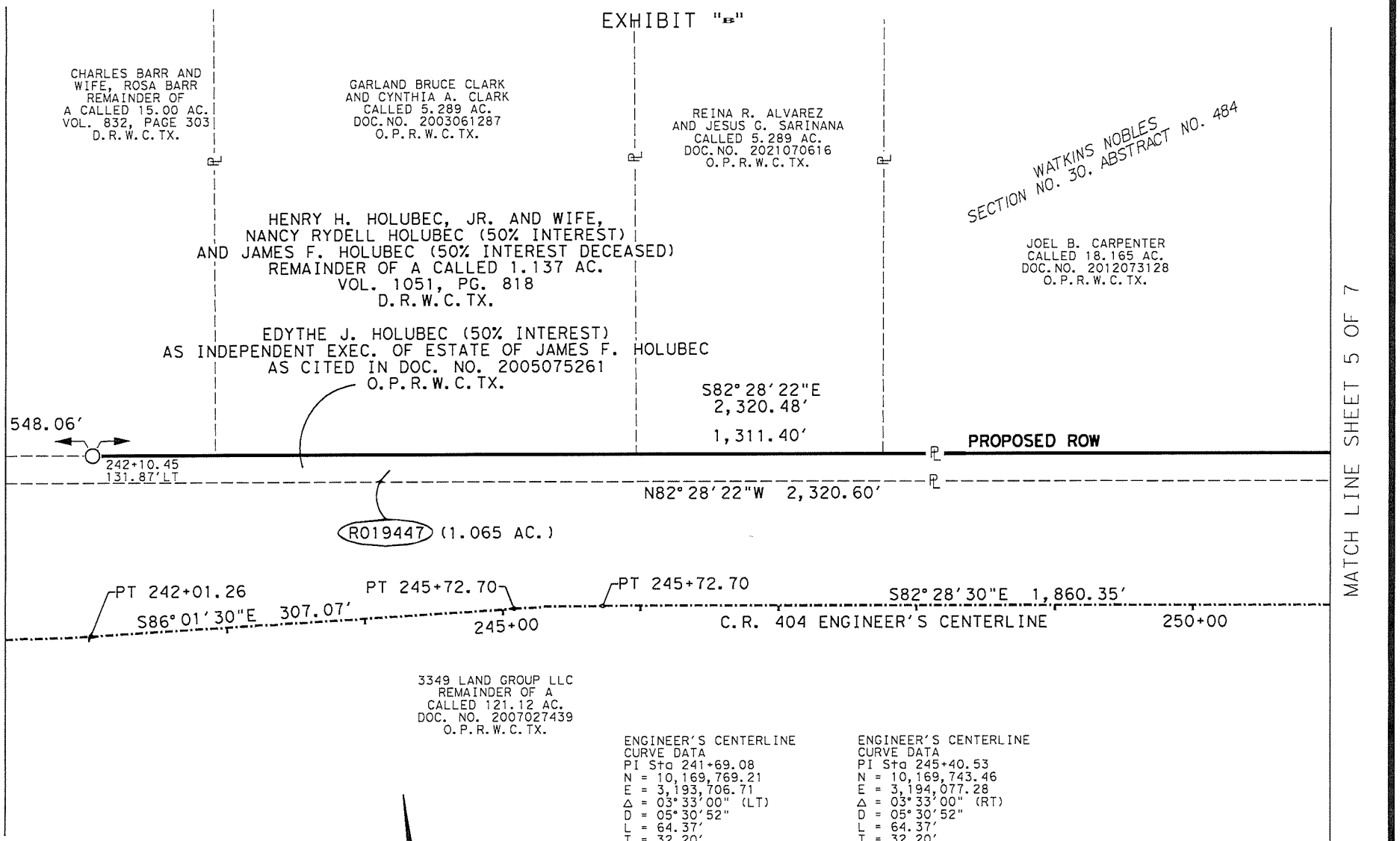
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EDYTHE J. HOLUBEC AS INDEPENDENT EXECUTOR
TAX ID: R019447
1.065 AC. (46,411 SQ. FT.)

EXHIBIT "B"



ENGINEER'S CENTERLINE
CURVE DATA
PI Sta 241+69.08
N = 10,169,769.21
E = 3,193,706.71
Δ = 03°33'00" (LT)
D = 05°30'52"
L = 64.37'
T = 32.20'
R = 1,039.00'
PC Sta 241+36.88
PT Sta 242+01.26

ENGINEER'S CENTERLINE
CURVE DATA
PI Sta 245+40.53
N = 10,169,743.46
E = 3,194,077.28
Δ = 03°33'00" (RT)
D = 05°30'52"
L = 64.37'
T = 32.20'
R = 1,039.00'
PC Sta 245+08.33
PT Sta 245+72.70

100 0 50 100

GRAPHIC SCALE
SCALE: 1" = 100'
WILLIAMSON COUNTY, TEXAS

N

REF. FIELD NOTE NO. 49077

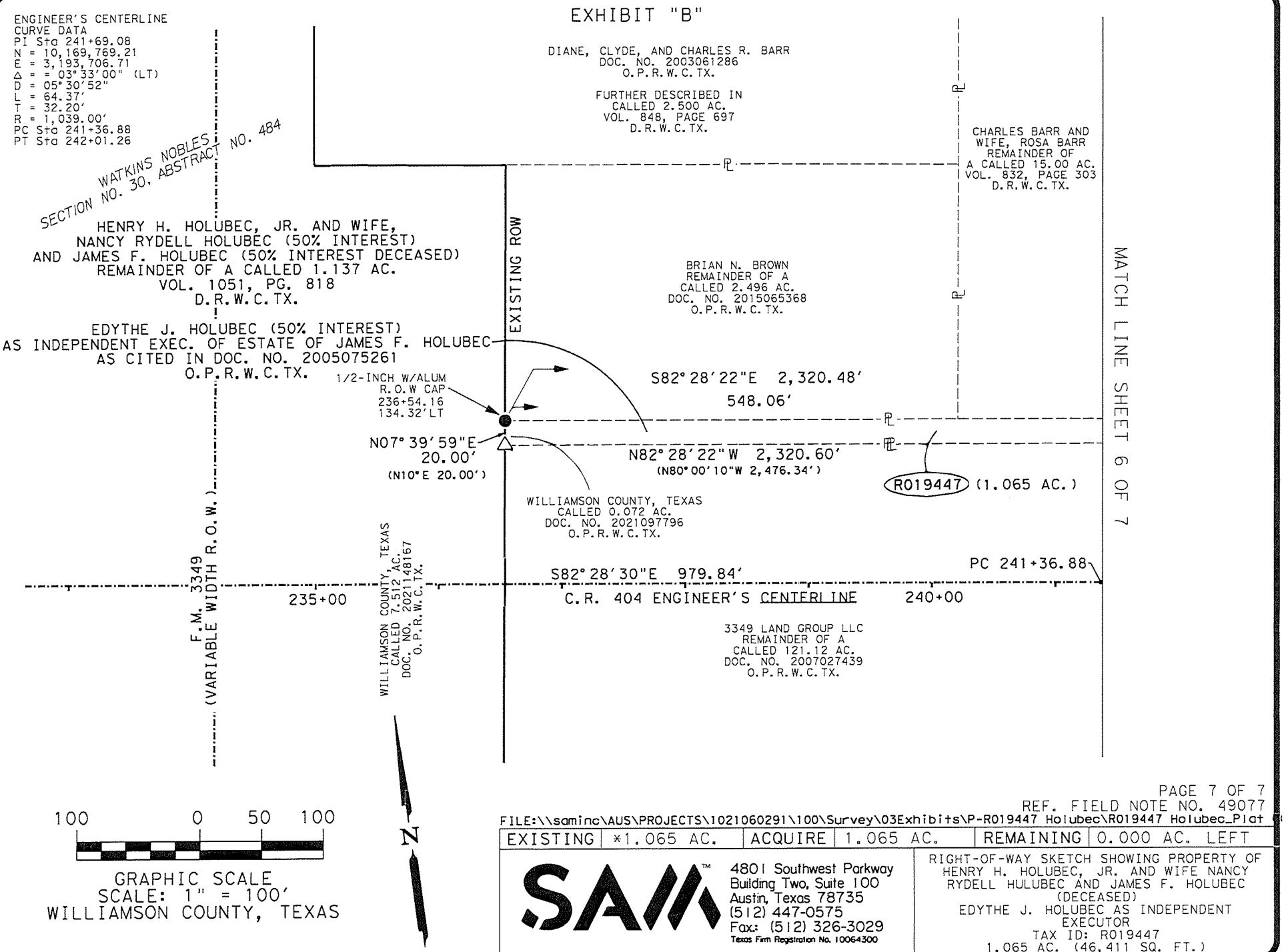
FILE:\\saminc\AUS\PROJECTS\1021060291\100\Survey\03Exhibits\P-R019447 Holubec\R019447 Holubec_Plat

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RIGHT-OF-WAY SKETCH SHOWING PROPERTY OF
HENRY H. HOLUBEC, JR. AND WIFE NANCY
RYDELL HULUBEC AND JAMES F. HOLUBEC
(DECEASED)
EDYTHE J. HOLUBEC AS INDEPENDENT
EXECUTOR
TAX ID: R019447
1.065 AC. (46,411 SQ. FT.)

EXHIBIT "B"



REF. FIELD NOTE NO. 49077

FILE:\\saminc\AUS\PROJECTS\1021060291\100\Survey\03Exhibits\P-R019447 Holubec\R019447 Holubec_Plat

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EDYTHE J. HOLUBEC AS INDEPENDENT EXECUTOR
TAX ID: R019447
1.065 AC. (46,411 SQ. FT.)

EXHIBIT "C"

Parcel 18

DEED

County Road 404 Realignment/Future County Road Right of Way

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:

That **NANCY RYDELL HOLUBEC, INDIVIDUALLY AND AS TRUSTEE OF THE HENRY H. HOLUBEC FAMILY TRUST, as created under the Last Will and Testament of Henry H. Holubec, Jr., deceased, Probate Cause No. 16,731-PC, Brazos County, Texas, and EDYTHE J. HOLUBEC,** 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 18.811-acre (819,407 sq. ft.) tract of land out of the Watkins Nobles Survey, Section No. 30, Abstract No. 484 Williamson County, Texas; said tract being more particularly described by metes and bounds in Exhibit "A" to be attached. **(Parcel 18 Part 1);** and
>
> All of that certain 1.065-acre (46,411 sq. ft.) tract of land out of the Watkins Nobles Survey, Section No. 30, Abstract No. 484 Williamson County, Texas; said tract being more particularly described by metes and bounds in Exhibit "B" to be attached **(Parcel 18 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 its successors or assigns, or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of CR 404 Realignment/Future County Road.

TO HAVE AND TO HOLD the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2022.

[signature pages follow]

GRANTOR:

_____
Nancy Rydell Holubec, Individually and as Trustee
of the Henry H. Holubec Family Trust, as created under the
Last Will and Testament of Henry H. Holubec, Jr., deceased,
Probate Cause No. 16,731-PC, Brazos County, Texas

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2022 by Nancy Rydell Holubec, in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

GRANTOR:

_____
Edythe J. Holubec

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2022 by Edythe J. Holubec, in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

PREPARED IN THE OFFICE OF:
Sheets & Crossfield, P.L.L.C.
309 East Main Street
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 **59.**

Meeting Date: 01/17/2023

CR 129 Drainage Easement

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action accepting a drainage easement from Chad Cotton for 0.108 acres needed on the CR 129 project (Parcel 8DE). Funding Source: Road Bonds P375

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

drainage easement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	01/12/2023 11:22 AM
Form Started By: Charlie Crossfield		Started On: 01/11/2023 03:47 PM
Final Approval Date: 01/12/2023		

DRAINAGE EASEMENT
County Road 129

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

That **CHAD COTTON,** not joined by my spouse as this property is my sole and separate property and forms no portion of my homestead either owned or occupied, and his successors and assigns, hereinafter referred to as Grantor (whether one or more), for and in consideration of the sum of Ten and No/100 ($10.00) Dollars cash in hand paid and other good and valuable consideration paid to Grantor by **WILLIAMSON COUNTY, TEXAS**, its agents and assigns, hereinafter referred to as Grantee, receipt of which consideration is hereby acknowledged, has GRANTED, SOLD and CONVEYED, and by these premises does hereby GRANT, SELL and CONVEY unto Grantee a perpetual easement interest in, on, over, upon, above and across the following property ("Property"):

> All of that certain 0.108 acre (4,724 square foot) tract of land, more or less, being out of the Dicy Hopkins Survey, Abstract No. 300 Williamson County, Texas; said tract being more particularly described by metes and bounds in Exhibit "A" attached hereto and incorporated herein (**Parcel 8DE**).

The perpetual easement, rights and privileges herein granted shall be used for the purposes of opening, constructing and maintaining a permanent drainage way and/or channel, along with any structures, pipes and grading which may be necessary to facilitate the proper drainage of the adjacent property and roadway facilities, in, along, upon and across said premises described in Exhibit "A" together with the right and privilege at all times of the Grantee herein, its agents, employees and representatives of ingress and egress to and from said premises for the purpose of making any improvements, modifications or repairs which Grantee deems necessary.

The perpetual easement, right-of-way, rights and privileges herein granted shall also encompass the right of Grantee to trim, cut, fell and remove therefrom all trees, underbrush, vegetation, and obstructions, structures or obstacles within the limits of the Property, but only such as necessary to carry out the purposes of the easement; reserving to the landowners and their heirs and assigns, however, all such rights and privileges as may be used without interfering with or abridging the rights and purposes of the Easement herein acquired by Grantee.

To the extent allowed by law, Grantee shall indemnify Grantor against any loss and damage which shall be caused by the exercise of the rights of ingress and egress or by any wrongful or negligent act or omission of Grantee's agents or employees in the course of their employment. Grantee shall be responsible for the correction of, or compensation for, any damage to Grantor's property which is the result of actions outside the granted purposes of this easement.

TO HAVE AND TO HOLD the same, in perpetuity, in and to Grantee, and its successors and assigns, together with all and singular all usual and customary rights thereto in anywise belonging, and together with the right and privilege at any and all times to enter said premises, or any part thereof, for the purpose of constructing or maintaining said drainage way and for making connections therewith.

And Grantor does hereby bind his heirs, executors, administrators and assigns to WARRANT AND FOREVER DEFEND, all and singular, the said premises unto Williamson County, Texas, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This grant is subject to any 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. The perpetual easement, right-of-way, rights and privileges granted herein are non-exclusive, however Grantor covenants not to convey any other easement or conflicting rights within the premises covered by this grant that interfere with the purpose or function of any improvements or modifications placed thereon, or the maintenance of the surface of the Property for the conveyance of stormwater drainage, without the express written consent of Grantee, which consent shall not be unreasonably withheld.

EXECUTED on this the 6 day of January, 2023.

[signature page follows]

GRANTOR:

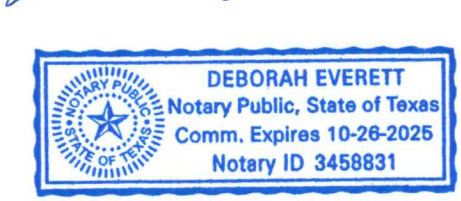


CHAD COTTON

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this the 6th day of January, 2023 by Chad Cotton, in the capacity and for the purposes and consideration recited herein.



Deborah Everett
Notary Public, State of Texas

ACCEPTED:

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., in the capacity and for the purposes and consideration recited herein.

_____
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:

EXHIBIT "A"

METES AND BOUNDS DESCRIPTION

FOR A 0.108 ACRE (4,724 SQ. FT.) TRACT OF LAND SITUATED IN THE DICY HOPKINS SURVEY, ABSTRACT NO. 300, WILLIAMSON COUNTY, TEXAS, AND BEING OUT OF THE REMNANT PORTION OF THE CALLED 5.00 ACRE TRACT OF LAND CONVEYED TO CHAD COTTON, A MARRIED MAN, RECORDED IN DOCUMENT NO. 2020062193 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. SAID 0.108 ACRE TRACT OF LAND BEING SURVEYED ON THE GROUND BY DIAMOND SURVEYING DURING THE MONTH OF DECEMBER 2022 AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at an iron rod found with cap marked "McGRAY & McGRAY" (Surface Coordinates: N=10152141.08, E=3189307.67) monumenting the southwest corner of said remnant portion of the 5.00 acre Cotton tract and the southeast corner of the called 0.3792 acre tract of land (Parcel 8) conveyed to Williamson County, Texas, recorded in Document No. 2022073910 of the Official Public Records of Williamson County, Texas, same being on the north boundary line of the remnant portion of the called 5.00 acre tract of land conveyed to Daine H. Smith and wife, Cynthia M. Smith, recorded in Document No. 9708851 of the Official Records of Williamson County, Texas, same being on an angle point in the east right-of-way line of County Road 129 (right-of-way width varies), from which an iron rod found with cap marked "McGRAY & McGRAY" monumenting the northwest corner of said remnant portion of the 5.00 acre Smith tract and the northeast corner of the called 0.4356 acre tract of land (Parcel 7) conveyed to Williamson County, Texas, recorded in Document No. 2022039221 of the Official Public Records of Williamson County, Texas, same being on the south boundary line of said 0.3792 acre Williamson County, Texas tract and same being on an angle point in said east right-of-way line of County Road 129, bears N 89°41'28' W for a distance of 26.19 feet;

THENCE, N 00°19'51" W with the west boundary line of said remnant portion of the 5.00 acre Cotton tract, the east boundary line of said 0.3792 acre Williamson County, Texas tract and said east right-of-way line of County Road 129, for a distance of 334.61 feet to a 5/8" iron rod set with aluminum cap marked "WILLIAMSON COUNTY" (Surface Coordinates: N=10152475.69, E= 3189305.74) for the southwest corner and **POINT OF BEGINNING** hereof and being 38.98 feet right of County Road 129 Engineer's Baseline Station 34+14.17;

THENCE, **N 00°19'51" W** continuing with the west boundary line of said remnant portion of the 5.00 acre Cotton tract, the east boundary line of said 0.3792 acre Williamson County, Texas tract, and said east right-of-way line of County Road 129 for a distance of **75.00 feet** to an iron rod found with cap marked "McGRAY & McGRAY" monumenting the northwest corner of said remnant portion of the 5.00 acre Cotton tract, the northeast corner of said 0.3792 acre Williamson County, Texas tract, the southwest corner of the remnant portion of the called 8.376 acre tract of land (Exhibit A1), conveyed to Mirna S. Vargas, recorded in Document No. 2021055224 of the Official Public Records of Williamson County, Texas, and the southeast corner of the called 0.0476 acre tract of land (Parcel 11) conveyed to Williamson County, Texas, recorded in Document No.

2022018948 of the Official Public Records of Williamson County, Texas, for the northwest corner hereof and being 28.00 feet right of County Road 129 Engineer's Baseline Station 34+88.36, from which an iron rod found with cap marked "B&G SURVEYING" monumenting the northwest corner of said 0.3792 acre Williamson County, Texas tract and the southwest corner of said 0.0476 acre Williamson County, Texas tract, bears N 89°21'13" W for a distance of 8.97 feet;

THENCE, **S 89°21'13' E** with the north boundary line of said remnant portion of the 5.00 acre Cotton tract and the south boundary line of said remnant portion of the 8.376 acre Vargas tract for a distance of **90.00 feet** to a 5/8" iron rod set with aluminum cap marked "WILLIAMSON COUNTY" for the northeast corner hereof and being 117.24 feet right of County Road 129 Engineer's Baseline Station 35+00.02, from which a 2" metal post found on the northeast corner of said remnant portion of the 5.00 acre Cotton tract and the southeast corner of said remnant portion of the 8.376 acre Vargas tract, same being on the west boundary line of the remnant potion of the called 39.797 acre tract of land (Tract A), conveyed to Marilyn Elaine Adams Morgan, Trustee of the Marilyn Elaine Adams Morgan Revocable Trust, recorded in Document No. 2012058561 of the Official Public Records of Williamson County, Texas, bears S 89°21'13" E for a distance of 431.45 feet;

THENCE, through the interior of said remnant portion of the 5.00 acre Cotton tract, the following two (2) courses and distances:

1. **S 00°19'51" E** for a distance of **30.00 feet** to an iron rod set with aluminum cap marked "WILLIAMSON COUNTY" for the southeast corner hereof and being 121.64 feet right of County Road 129 Engineer's Baseline Station 34+70.34;

2. **S 63°53'16' W** for a distance of **99.93 feet** to the **POINT OF BEGINNING** hereof and containing 0.108 acre of land more or less.

Bearing Basis: NAD-83, Texas Central Zone (4203) State Plane System. Distances shown hereon are surface distances based on a combined surface adjustment factor or 1.00011 per McGray and McGray Right-of-way Parcel Surveys.

A drawing has been prepared to accompany this metes and bounds description.

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TX 78628
(512) 931-3100
T.B.P.E.L.S. FIRM NUMBER 10006900

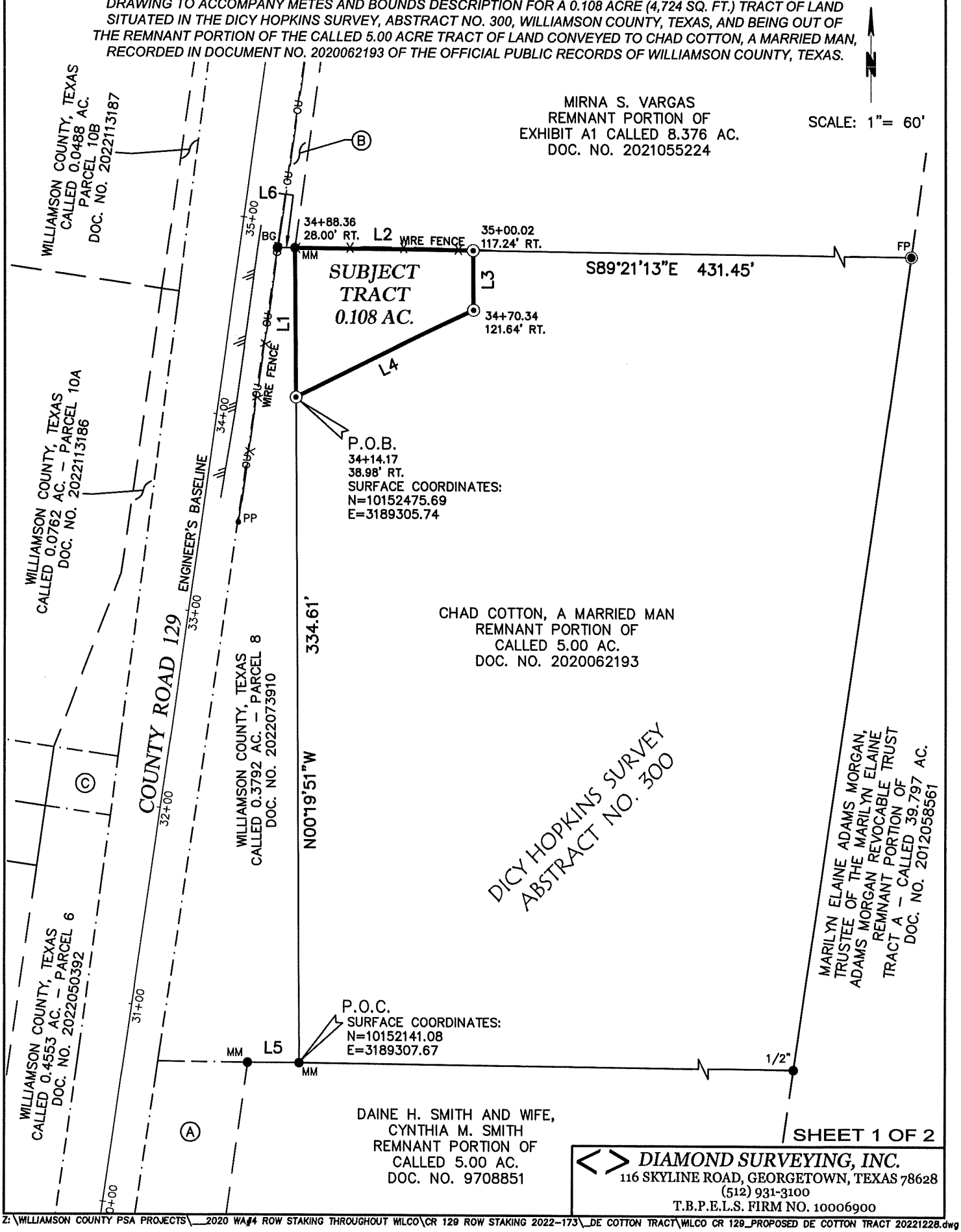
December 28, 2022

SHANE SHAFER, R.P.L.S. NO. 5281 DATE



Z:\WILLIAMSON COUNTY PSA PROJECTS_2020 WA#4 ROW STAKING THROUGHOUT WILCO\CR 129 ROW STAKING 2022-173_DE COTTON TRACT\CR 129 COTTON TRACT DE M&B 20221227.doc

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 0.108 ACRE (4,724 SQ. FT.) TRACT OF LAND SITUATED IN THE DICY HOPKINS SURVEY, ABSTRACT NO. 300, WILLIAMSON COUNTY, TEXAS, AND BEING OUT OF THE REMNANT PORTION OF THE CALLED 5.00 ACRE TRACT OF LAND CONVEYED TO CHAD COTTON, A MARRIED MAN, RECORDED IN DOCUMENT NO. 2020062193 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.



SHEET 1 OF 2

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100
T.B.P.E.L.S. FIRM NO. 10006900

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 0.108 ACRE (4,724 SQ. FT.) TRACT OF LAND SITUATED IN THE DICY HOPKINS SURVEY, ABSTRACT NO. 300, WILLIAMSON COUNTY, TEXAS, AND BEING OUT OF THE REMNANT PORTION OF THE CALLED 5.00 ACRE TRACT OF LAND CONVEYED TO CHAD COTTON, A MARRIED MAN, RECORDED IN DOCUMENT NO. 2020062193 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N00°19'51"W	75.00'
L2	S89°21'13"E	90.00'
L3	S00°19'51"E	30.00'
L4	S63°53'16"W	99.93'
L5	N89°41'28"W	26.19'
L6	N89°21'13"W	8.97'

RIGHT-OF-WAY DEED INFORMATION
SEE SHEET 1

(A) WILLIAMSON COUNTY, TEXAS
CALLED 0.4356 AC. – PARCEL 7
DOC. NO. 2022039221

(B) WILLIAMSON COUNTY, TEXAS
CALLED 0.0476 AC. – PARCEL 11
DOC. NO. 2022018948

(C) WILLIAMSON COUNTY, TEXAS
CALLED 0.0225 AC. – PARCEL 9
DOC. NO. 2022138282

LEGEND

●	IRON ROD FOUND
●MM	IRON ROD FOUND WITH CAP MARKED "MCGRAY & MCGRAY"
●BG	IRON ROD FOUND WITH CAP MARKED "B&G SURVEYING"
⊙	IRON ROD SET WITH ALUMINUM CAP MARKED "WILLIAMSON COUNTY"
◉FP	2" METAL FENCE POST FOUND
●PP	POWER POLE
—— OU —— OU ——	OVERHEAD UTILITY LINE
—— X —— X ——	WIRE FENCE
	EDGE OF PAVEMENT
	RIGHT-OF-WAY PARCEL DEED LINE
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING

NOTES:

1) BEARING BASIS: NAD-83, TEXAS CENTRAL ZONE (4203) STATE PLANE SYSTEM. DISTANCES AND COORDINATES SHOWN HEREON ARE SURFACE BASED ON A COMBINED SURFACE ADJUSTMENT FACTOR OF 1.00011 PER MCGRAY AND MCGRAY RIGHT-OF-WAY PARCEL SURVEYS.

2) ALL DOCUMENTS LISTED HEREON ARE RECORDED IN THE OFFICE OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

3) THE TRACT SHOWN HEREON LIES WITH IN ZONE 'X' (NO SCREEN) AREAS OF MINIMAL FLOOD HAZARD, ACCORDING TO THE FLOOD INSURANCE RATE MAP NO. 48491C0700F, WITH AN EFFECTIVE DATE OF DECEMBER 20, 2019.

4) THIS SURVEY WAS MADE WITHOUT THE BENEFIT OF A TITLE COMMITMENT OR POLICY. THERE MAY BE EASEMENTS AND/OR RESTRICTIONS NOT SHOWN HEREON WHICH MAY AFFECT THE SUBJECT TRACT.

STATE OF TEXAS
REGISTERED
SHANE SHAFER
5281
PROFESSIONAL
LAND SURVEYOR

SHANE SHAFER, R.P.L.S. NO. 5281 — *December 28, 2022* DATE

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100
T.B.P.E.L.S. FIRM NO. 10006900

Z:\WILLIAMSON COUNTY PSA PROJECTS__2020 WA#4 ROW STAKING THROUGHOUT WILCO\CR 129 ROW STAKING 2022-173_DE COTTON TRACT\WILCO CR 129_PROPOSED DE COTTON TRACT 20221228.dwg

Commissioners Court - Regular Session **60.**

Meeting Date: 01/17/2023

Interlocal Agreement Regarding Relocation of Water System Improvements

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an Interlocal Agreement Regarding Relocation of Water System Improvements with Aqua Utilities, Inc. DBA Aqua Texas, Inc. in connection with the construction of Sam Bass Road. Funding Source: Road Bonds P462

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

ILA

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	01/12/2023 11:23 AM
Form Started By: Charlie Crossfield		Started On: 01/11/2023 03:55 PM
Final Approval Date: 01/12/2023		

DocuSign Envelope ID: 96B601C8-165D-49BC-8F9E-6ED1FA529B5F

INTERLOCAL AGREEMENT REGARDING RELOCATION OF WATER SYSTEM IMPROVEMENTS

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

THIS INTERLOCAL AGREEMENT REGARDING RELOCATION OF WATER SYSTEM IMPROVEMENTS ("**Agreement"**) is entered into between Aqua Utilities, Inc dba Aqua Texas, Inc ("**Aqua**") and Williamson County, a political subdivision of the State of Texas (the "**County**"). In this Agreement, Aqua and the County are sometimes individually referred to as "**a Party**" and collectively referred to as "**the Parties**".

WHEREAS, the County is, has been and will be in the process of Sam Bass Road in Williamson County (the "County Project"); and

WHEREAS, some of Aqua's water system lines and appurtenances (the "Improvements") are located within existing County right-of-way; and

WHEREAS, in connection with the construction of the County Project, the County desires to relocate portions of the Improvements within existing County right-of-way into the new rights-of-way (the "Aqua Project"); and

WHEREAS, this Agreement sets forth the terms and conditions pursuant to which the County shall relocate the Improvements within certain segments of the County Project within existing County right-of-way and/or new rights-of-way.

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

I.
STATEMENT OF INTENT

1.01 General. The purpose of this Agreement is to provide for the County's relocation of the Aqua waterlines caused by the County's reconstruction and/or widening of Sam Bass Road.

1.02 Relocation of Improvements. The County will, subject to the terms and conditions as stated herein, relocate the Improvements as described in the construction plans and the specifications associated with the Aqua Project (the "Plans and Specifications") within existing County right-of-way and/or the new rights-of-way acquired by the County. Additionally,:

(a) The County grants Aqua a right to utilize a portion within existing County right-of-way and/or the new rights-of-way for its water lines;

(b) Aqua shall retain Hewitt, Inc., to prepare the Plans and Specifications, which shall be completed and approved by both Parties prior to the bidding of the County Project.

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(c) Upon completion of the Aqua Project, after Aqua accepts the Aqua Project, Aqua shall assume ownership and maintenance responsibility for the Aqua Project, no formal conveyance being required.. Acceptance will not be unreasonably delayed.

(d) County will provide Aqua the right to make any repairs or improvements to its water lines, but with the obligation to repair the overlying roadway improvements, including but not limited to driveways. Any repairs to the Aqua lines or other appurtenances within the County right-of-way shall require County approval prior to repair work.

1.03 Continuation of Service. The County agrees that the County Project shall be undertaken so as to minimize any disruption of water service to existing customers of the Aqua and will not result in the permanent loss of water service to any such customers.

II.
CONSTRUCTION OF PROJECT

2.01 General. The Parties mutually acknowledge and agree that the County shall, subject to the terms and conditions stated herein, construct all physical improvements that constitute the Aqua Project, simultaneously with the construction of the County Project.

2.02 Construction Plans. The County shall submit any modifications to the Aqua Project Plans and Specifications to Aqua for review and approval prior to commencing construction. Aqua shall not unreasonably withhold review and approval.

2.03 Inspection. Aqua may inspect the Aqua Project during construction. If Aqua's inspectors determine that the construction by the County is not in accordance with the approved Aqua Project Plans and Specifications and upon receipt of such notification from the Aqua, the County shall cease construction until the deficiency can be identified and a corrective plan of construction implemented with the agreement of the Aqua.

2.04 Future Relocations. Should the County or other entity require the relocation of the Aqua water system improvements, Aqua shall, at its own expense, be responsible for the relocation expenses, including the acquisition of new easements, if necessary.

2.05 Payment of Costs for Aqua Project. Aqua shall pay the County for all costs that the County incurs for inspections, permitting, engineering, construction, legal services and other services related to the relocation of the Waterlines as stated herein (the "Aqua Payment") prior to contract award, based on the jointly-bid County Project and Aqua Project. Any remediation for asbestos pipe remediation shall be the sole responsibility of Aqua. .

(a) The Aqua Payment shall be in an amount not to exceed Five Hundred Thirteen Thousand, Four Hundred Eighty Eight dollars and forty-three Dollars ($513,488.43).

(b) The final amount of the Aqua Payment, if there are modifications will be based upon actual costs incurred by the County for the Aqua Project modifications. All invoices for the modifications shall be presented to Aqua as soon as possible after Aqua has accepted the Aqua

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Project. The Aqua payment for modifications shall be due and payable to the county within 45 days after receipt of County invoices.

2.06 Insurance, Bonds and Warranties. The County shall require the contractor for the Project to name the Aqua as an additional insured on any policies related to the Project. The County shall require the contractor to provide performance bonds, payment bonds and maintenance bonds in favor of the Aqua for the Project in amounts satisfactory to the Aqua. The County shall transfer any warranties for the Project to the Aqua upon final completion and acceptance of the project.

III.
DISPUTES

3.01 Material Breach; Notice and Opportunity to Cure.

(a) In the event that one Party believes that another Party has materially breached one of the provisions of this Agreement, the non-defaulting Party will make written demand to cure and give the defaulting Party up to 30 days to cure such material breach or, if the curative action cannot reasonably be completed within 30 days, the defaulting Party will commence the curative action within 30 days and thereafter diligently pursue the curative action to completion. Notwithstanding the foregoing, any matters specified in the default notice which may be cured solely by the payment of money must be cured within 10 days after receipt of the notice. This applicable time period must pass before the non-defaulting Party may initiate any remedies available to the non-defaulting party due to such breach.

(b) Any non-defaulting Party will mitigate direct or consequential damage arising from any breach or default to the extent reasonably possible under the circumstances.

(c) The Parties agree that they will negotiate in good faith to resolve any disputes and may engage in non-binding mediation, arbitration or other alternative dispute resolution methods as recommended by the laws of the State of Texas.

3.02 Equitable Relief. In recognition that failure in the performance of the Parties' respective obligations could not be adequately compensated in money damages alone, the Parties agrees that after providing notice and an opportunity to cure in accordance with Section 3.01 above, the Parties shall have the right to request any court, agency or other governmental authority of appropriate jurisdiction to grant any and all remedies which are appropriate to assure conformance to the provisions of this Agreement. The defaulting Party shall be liable to the other for all costs actually incurred in pursuing such remedies, including reasonable attorney's fees, and for any penalties or fines as a result of the failure to comply with the terms including, without limitation, the right to obtain a writ of mandamus or an injunction requiring the governing body of the defaulting party to levy and collect rates and charges or other revenues sufficient to pay the amounts owed under this Agreement.

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IV.
GENERAL PROVISIONS

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

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

4.03 Payments from Current Revenues. Any payments required to be made by a Party under this Agreement will be paid from current revenues or other funds lawfully available to the Party for such purpose.

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

4.05 Entire Agreement. This Agreement contains the entire agreement of the Parties regarding the subject matter hereof and supersedes all prior or contemporaneous understandings or representations, whether oral or written, regarding the subject matter and only relates to those portions of the County Project shown in the Project Plans.

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

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

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

AQUA:
Aqua Utilities, Inc dba Aqua Texas, Inc
1106 Clayton Lane, Suite 400W
Austin, Texas 78723
Attn: President
Telephone: (512) 990-4400 ext 56105

With a copy (which shall not constitute notice) to:
General Counsel
762 W. Lancaster Ave
Bryn Mawr, Pennsylvania, 19010
Attn: General Counsel

DocuSign Envelope ID: 96B601C8-165D-49BC-8F9E-6ED1FA529B5F

COUNTY: Williamson County
710 Main Street, Suite 101
Georgetown, Texas 78626
Attn: Judge Bill Gravell
Telephone: (512) 943-1577

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

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

(SIGNATURES ON FOLLOWING PAGE)

DocuSign Envelope ID: 96B601C8-165D-49BC-8F9E-6ED1FA529B5F

ATTEST:

DocuSigned by:
Laura Schroeter
1232C4CB5BE1430...

Secretary

AQUA Utilities, Inc dba Aqua Texas, Inc:

DocuSigned by:
Craig Blanchette
824BBC1A43A44C8...

By: _____

Printed Name: Craig L. Blanchette

Title: President

Date: 1/10/2023

ATTEST:

_____

County Clerk

WILLIAMSON COUNTY:

By: _____

Printed Name: Bill Gravell

Title: County Judge

Date: _____

Commissioners Court - Regular Session **61.**

Meeting Date: 01/17/2023

COGT Waterline Easement

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action authorizing the County Judge to execute a waterline easement for 0.137 acres to the City of Georgetown on and across 155.251-acres owned by the County on US 183 at FM 3405.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

easement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	01/12/2023 11:38 AM
Form Started By: Charlie Crossfield		Started On: 01/12/2023 10:44 AM
Final Approval Date: 01/12/2023		

WATER LINE EASEMENT

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

This Water Line Easement Agreement (this "Agreement") is made on the _____ day of _____, 20___, at Georgetown, Texas, between Williamson County, a Texas local government, whose address is 710 Main Street, Suite 101, Georgetown, Texas 78626 (hereinafter referred to as "Grantor"), and the City of Georgetown, a Texas home-rule municipal corporation, whose address is P.O. Box 409 Georgetown, Texas 78627, ATTN: Georgetown City Secretary (herein referred to as "Grantee").

1. For the good and valuable consideration described in Paragraph 2 below, Grantor hereby GRANTS, SELLS and CONVEYS to Grantee, its successors and assigns, an EXCLUSIVE easement and right-of-way (the "Easement") for the placement, construction, operation, repair, maintenance, replacement, upgrade, rebuilding, relocation and/or removal of a water line and related facilities (collectively, the "Facilities") on, over, under, and across the following described property of the Grantor, to wit:

   > Being all that certain tract, piece or parcel of land lying and being situated in the County of Williamson, State of Texas, being more particularly described by metes and bounds in **Exhibit A** and by diagram in **Exhibit B** attached hereto and made a part hereof for all purposes (the "Property").

2. The Easement and the rights and privileges herein conveyed, are granted for and in consideration of the sum of One and No/100 Dollars ($1.00) and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt and sufficiency of which is hereby acknowledged and confessed.

3. The Easement, with its rights and privileges, shall be used only for the purpose of placing, constructing, operating, repairing, maintaining, rebuilding, replacing, upgrading, relocating, and/or removing the Facilities. The Easement additionally includes the following rights: (1) the right to change the size of the Facilities; (2) the right to relocate the Facilities within the Property at the same depth as the original Facilities; and (3) the right to remove from the Property all trees and parts thereof, or other obstructions, which endanger or may interfere with the efficiency and maintenance of the Facilities.

4. The duration of the Easement is perpetual.

5. Grantor and Grantor's heirs, personal representatives, successors, and assigns are and shall be bound to WARRANT and FOREVER DEFEND the Easement and the rights conveyed in this Agreement to Grantee and Grantee's successors and assigns, against every person lawfully claiming or to claim all or any part thereof.

6. The Easement, and the rights and privileges granted by this Agreement, are EXCLUSIVE to Grantee, and Grantee's successors and assigns, and Grantor covenants that Grantor shall not convey any other easement, license, or conflicting right to use in any manner, the area (or any portion thereof) covered by this grant.

7. This Agreement contains the entire agreement between the parties relating to its subject matter. Any oral representations or modifications concerning this Agreement shall be of no force and effect. Any subsequent amendment or modification must be in writing and agreed to by all parties.

8. The terms of this Agreement shall be binding upon Grantor, and Grantor's heirs, personal representatives, successors, and assigns; shall bind and inure to the benefit of the Grantee and any successors or assigns of Grantee; and shall be deemed to be a covenant running with the land.

IN WITNESS WHEREOF, Grantor and Grantee have caused this instrument to be executed on the dates set forth herein.

GRANTOR:

WILLIAMSON COUNTY, a Texas
local government

By: _____
Name: Bill Gravell, Jr.
Title: County Judge

STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ___ day of _____, 20___, by Bill Gravell, Jr., County Judge of Williamson County, a Texas local government, on behalf of said local government.

_____
Notary Public, State of Texas

GRANTEE:

City of Georgetown, Texas, a Texas
home-rule municipal corporation

By: _____
Name: David Morgan
Title: City Manager

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this the ___ day of _____, 20___, by David Morgan, City Manager of the City of Georgetown, Texas, a Texas home-rule municipal corporation, on behalf of said corporation.

_____
Notary Public, State of Texas

APPROVED AS TO FORM:

_____
_____, Assistant City Attorney

AFTER RECORDING, RETURN TO GRANTEE:
City of Georgetown
Attn: Real Estate Services
P.O. Box 409
Georgetown, Texas 78627

EXHIBIT _A_

Waterline Easement
0.137 Acre
Williamson County, Texas Tract

LEGAL DESCRIPTION

FIELD NOTES FOR A 0. 137 ACRE (5,964 SQUARE FEET) TRACT OF LAND SITUATED IN THE JOHN MCDEVITT SURVEY, ABSTRACT NO. 415, WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF A CALLED 155.251 ACRE TRACT, DESCRIBED AS PART 1, AS CONVEYED TO WILLIAMSON COUNTY, TEXAS BY GENERAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2022048941 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 0.137 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS AND SHOWN ON THE ATTACHED SKETCH:

COMMENCING for POINT OF REFERENCE at a 1/2-inch iron rod found on the west right-of-way line of US Highway No. 183 (width varies), at the common east corner of the above described Williamson County, Texas 155.251 acre tract and a 10.103 acre tract as conveyed to Lay Irene Family Trust (LE) by gift deed of life estate without warranty recorded in Document No. 2006047810 of the Official Public Records of Williamson County, Texas, from which a 5/8-inch iron rod found bears N 01°44’05” E a distance of 5,028.48 feet; Thence, with the west right-of-way line of US Highway No. 183 and the east line of said Williamson County, Texas 155.251 acre tract, N 01°44'05" E a distance of 608.58 feet to a calculated point on the east line of said Williamson County, Texas 155.251 acre tract, for the southeast corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, departing the west right-of-way line of said US Highway No. 183, over and across said Williamson County, Texas 155.251 acre tract, S 87°50’10” W a distance of 296.89 feet to a calculated point on the east line of a called 172.838 acre tract as conveyed to Liberty Hill Independent School District by special warranty deed as recorded in Document No. 2022048783 of the Official Public Records of Williamson County, Texas and the west line of said Williamson County, Texas 155.251 acre tract, for the southwest corner of the herein described tract;

THENCE, with the west line of said Williamson County, Texas 155.251 acre tract, N 05°39’16” W a distance of 20.04 feet to a calculated point, for the northwest corner of the herein described tract;

THENCE, departing the east line of said Liberty Hill Independent School District 172.838 acre tract, over and across the said Williamson County, Texas 155.251 acre tract, N 87°50'10" E a distance of 299.47 feet to a calculated point on the west right-of-way line of said US Highway 183 and the east line of said Williamson County, Texas 155.251 acre tract, for the northeast corner of the herein described tract;

THENCE, with the east line of said Williamson County, Texas 155.251 acre tract, S 01°44'05" W a distance of 20.05 feet to the **POINT OF BEGINNING** and containing 0.137 acre (5,964 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 1.00014679.

I hereby certify that these notes were prepared by BGE from a survey made on the ground under my supervision on June 22, 2021 and are true and correct to the best of my knowledge. A sketch accompanies this description.

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

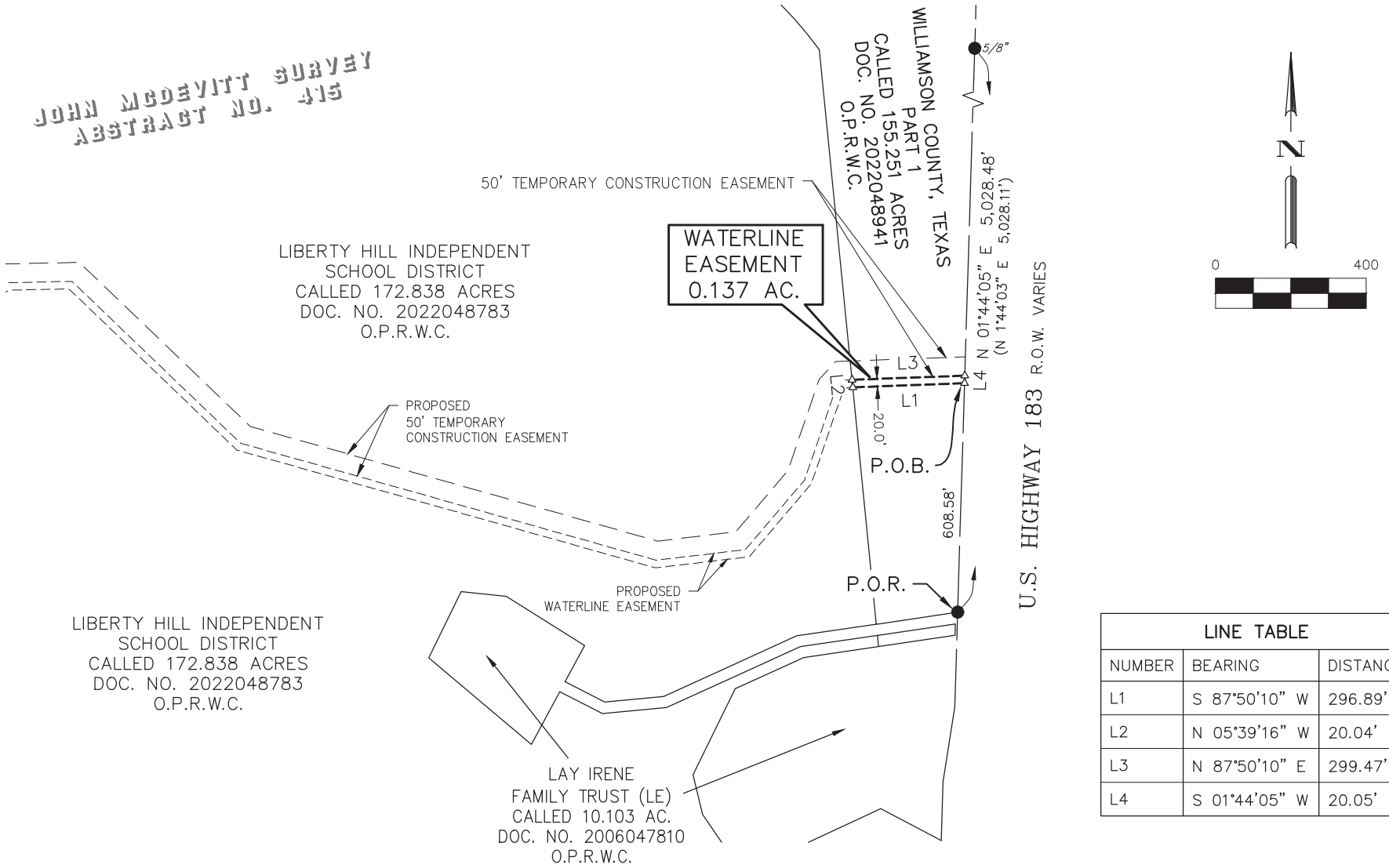
10/03/2022
Date



Client:	Randolph Todd Co.
Date:	July 28, 2022
Revised:	October 3, 2022
Project Number:	8671-00

EXHIBIT B

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	S 87°50'10" W	296.89'
L2	N 05°39'16" W	20.04'
L3	N 87°50'10" E	299.47'
L4	S 01°44'05" W	20.05'

LEGEND

O.P.R.W.C.	OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY
O.R.W.C.	OFFICIAL RECORDS, WILLIAMSON COUNTY
P.O.B.	POINT OF BEGINNING
P.O.R.	POINT OF REFERENCE
R.O.W.	RIGHT-OF-WAY
( )	RECORD INFORMATION DOC. NO. 2022048941
●	FOUND 1/2" IRON ROD (UNLESS NOTED)
△	CALCULATED POINT

BEARING BASIS NOTE

BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD83. DISTANCES SHOWN HEREON ARE SURFACE VALUES THE COMBINED SCALE FACTOR IS 1.00014679.

BGE, Inc.
101 West Louis Henna Blvd, Suite 400, Austin, TX 78728
Tel: 512-879-0400 ● www.bgeinc.com
TBPELS Licensed Surveying Firm No. 10106502

Copyright 2022

SCALE: 1"=400'

SHEET 3 OF 3

G:\TXC\Projects\Randolph Todd Co\8671-00-Northgate_Ph_2-Offsite_WL\SV\04_Finals\Drawings\8671-00_0-S WL Esmt-1-WILCO-R.dwg, 10/3/2022 1:41 PM, Micha

Commissioners Court - Regular Session **62.**

Meeting Date: 01/17/2023

LH Bypass Relocation Claim

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a claim for actual moving expenses with Car-Ma Family Limited Partnership (Parcel 41 & 42) for moving expenses related to the acquisition of right of way needed for the Liberty Hill Bypass project. Funding Source: Road Bond P 346

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Claim

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	01/12/2023 11:21 AM
Form Started By: Charlie Crossfield		Started On: 01/11/2023 03:41 PM
Final Approval Date: 01/12/2023		

PINNACLE
CONSULTING MANAGEMENT GROUP, INC.

Memo

Date:	January 6, 2022
Project:	Liberty Hill Bypass
To:	Don Childs, Lisa Dworaczyk, - Sheets & Crossfield, P.C.
From:	Daniel Shaw
Subject:	Parcel 41 & 42 – Car-Ma Family Limited Partnership - Reestablishment Claim

The following: documents are included to support the request:

1. ROW-R-99 Claim for Reestablishment Expenses
2. Invoices and Cancelled Checks
3. Photographs
4. W-9
5. Certificate of Eligibility

The displacee, Car-Ma Family Limited Partnership, is being displaced from 700 Stubblefield Ln, Liberty Hill, TX., 78642, due to the Liberty Bypass Project.

Car-Ma Family Limited Partnership has found a replacement site and the new site needs some improvements made to prepare the building for patients and staff. Car-Ma Family Limited Partnership has chosen to utilize their re-establishment funds to make the necessary improvements to their replacement site. The estimates/invoices are more than the maximum allowed for re-establishment. Car-Ma Family Limited Partnership understands that the benefit maximum is $25,000.00. All invoices with canceled checks are included just to show what they paid.

Should any additional information be required, please contact me at 346-260-7260 or dshaw@pinnaclegroup.biz



Daniel Shaw, Project Manager

Attachments

Texas Department of Transportation
Form ROW-R-99
(Rev. 07/11)
Page 1 of 1

CLAIM FOR ACTUAL MOVING EXPENSES

Print or Type All Information

1. Name of Claimant(s) **Car-Ma Family Limited Partnership**	Parcel No: **41 & 42** ROW CSJ: N/A	County: **Williamson** Project No.: N/A

☐ Residence ☒ Business ☐ Farm ☐ Nonprofit ☐ Sign ☐ Other

2. Address of Property Acquired by State: **700 Stubblefield Ln., Liberty Hill, TX 787** Claimant's Telephone No.: **409-**	3. Address Moved To: **13207 Wright Road, Buda, TX 78610**
4. Occupancy of Property Acquired by State: From (Date): **11/2/20** To (Date of Move): **12/30/22** ☐ Owner/Occupant ☒ **Tenant**	5. Distance Moved: **51** Miles 7. Mover's Name and Address: **NSM**

6. Controlling Dates	Mo.	Day	Yr.
a. First Offer in Negotiation	**07**	**12**	**2021**
b. Date Property Acquired	**03**	**31**	**2022**
c. Date Required to Move	**12**	**30**	**2022**

8. Property Storage (attach explanation)
From (Date): **N/A** To (Date of Move): **N/A**

Place Stored (Name and Address):
N/A

10. Temporary Lodging (attach explanation)
From (Date): **N/A** To (Date of Move):**N/A**

9. Amount of Claim:	
a. Moving Expenses	$
b. Reestablishment Expenses	**$25,000.00**
c. Searching Expenses	$
d. Tangible Property Loss	$
e. Storage	$
f. Temporary Lodging	$
g. Total Amount	**$25,000.00**

11. All amounts shown in Block 9 were necessary and reasonable and are supported by attached receipts. Pay of this claim is requested. I certify that I have not submitted any other claim for, or received reimbursement for, an item of expense in this claim, and that I will not accept reimbursement or compensation from any other source for any item of expense paid pursuant to this claim. I further certify that all property was moved and installed at the address shown in Block 3, above, in accordance with the invoices submitted and agreed terms of the move and that all information submitted herewith or included herein is true and correct.

Carlos L Guerra
Claimant

Date of Claim: 1/3/23

Claimant

Spaces Below to be Completed by Williamson County

I certify that I have examined this claim and substantiating documentation attached herewith, and have found it to be true and correct and to conform with the applicable provisions of State law. All items are considered to be necessary reasonable expenses and this claim is recommended for payment as follows:

Amount of **$25,000.00**

Date

Williamson County Authorized Signature:

* R 9 9 *



Invoice # 2323

Date: 04/03/2022

Bill To

Infinite Recovery
Address: 13207 Wright Rd City: Buda , Tx 78610
512-422-0870

For

Paint and Remodeling

Item Description	Amount
Main Building Exterior and Interior Paint	
Primer and 2 coats of Paint (Sherwin Williams 100% acrylic	
Wood prep doors and trim and all supplies	
Labor and Materials Included -- Subtotal	$13,500.00

Total Cost $13,500.00

Make all checks payable to Morales Painting & Remodeling
Thank you for your business!

Bank of America

Online Banking

Full Analysis Bus Chk - 2941: Account Activity Transaction Details

Check number: 00000008384

Post date: 05/20/2022

Amount: -13,500.00

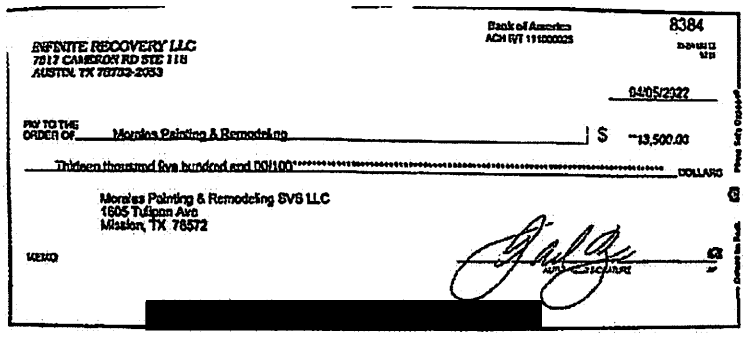
Type: Check

Description: Check

Merchant name: Check

Merchant information:

Transaction category: Cash, Checks & Misc: Checks



INFINITE RECOVERY LLC
7813 CAMERON RD STE 118
AUSTIN TX 78753-2053

Bank of America
ACH R/T 111000025

8384

04/05/2022

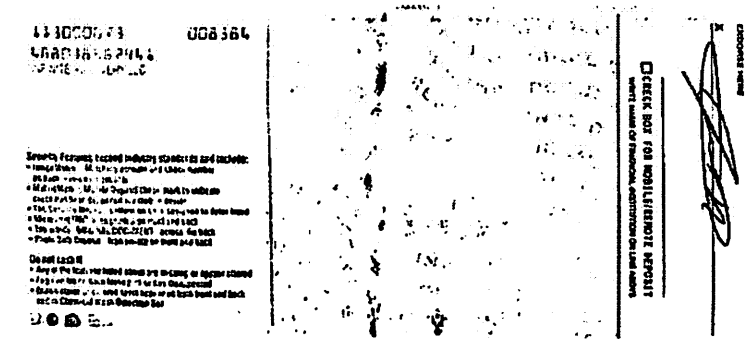
PAY TO THE ORDER OF Morales Painting & Remodeling $ **13,500.00

Thirteen thousand five hundred and 00/100********** DOLLARS

Morales Painting & Remodeling SVG LLC
1605 Tulipan Ave
Mission, TX 78572

MEMO

[redacted]



008384

CHECK BOX FOR ADDRESS CHANGE



Invoice # 2327

Date: 05/22/2022

Bill To

Infinite Recovery
Address: 13207 Wright Rd City: Buda , Tx 78610
512-422-0870

For

Paint and Remodeling

Item Description	Amount
Buildings left and right of Main Building -- Exterior and Interior Paint	
Primer and 2 coats of Paint (Sherwin Williams 100% acrylic)	
Wood prep doors and trim and all supplies	
Labor and Materials Included -- Subtotal	$16,052.00

Total Cost $16,052.00

Make all checks payable to Morales Painting & Remodeling
Thank you for your business!

Bank of America Online Banking

Full Analysis Bus Chk - 2941: Account Activity Transaction Details

Check number: 00000008387

Post date: 05/24/2022

Amount: -16,052.00

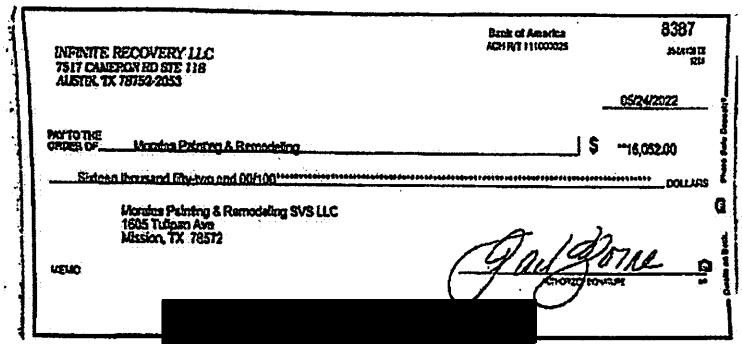
Type: Check

Description: Check

Merchant name: Check

Merchant information:

Transaction category: Cash, Checks & Misc: Checks



INFINITE RECOVERY LLC
7517 CAMERON RD STE 118
AUSTIN, TX 78752-2053

Bank of America
ACH R/T 111000025

8387

05/24/2022

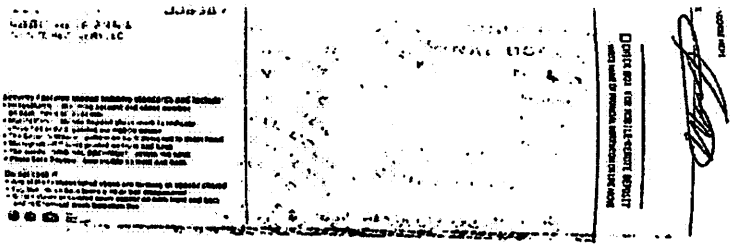
PAY TO THE ORDER OF Morales Painting & Remodeling $ **16,052.00

Sixteen thousand fifty-two and 00/100********** DOLLARS

Morales Painting & Remodeling SVS LLC
1605 Tulipan Ave
Mission, TX 78572

MEMO

[redacted]





Invoice # 2349

Date: 06/08/2022

Bill To

Infinite Recovery
Address: 13207 Wright Rd City: Buda , Tx 78610
512-422-0870

For

Paint and Remodeling

Item Description	Amount
Buildings in back - 2 sheds, conference center, dining/kitchen, offices -- Exterior and Interior Paint	
Primer and 2 coats of Paint (Sherwin Williams 100% acrylic)	
Wood prep doors and trim and all supplies	
Labor and Materials Included -- Subtotal	$19,834.81

Total Cost $19,834.81

Make all checks payable to Morales Painting & Remodeling
Thank you for your business!

Bank of America

Online Banking

Full Analysis Bus Chk - 2941: Account Activity Transaction Details

Check number: 00000008414

Post date: 06/10/2022

Amount: -19,834.81

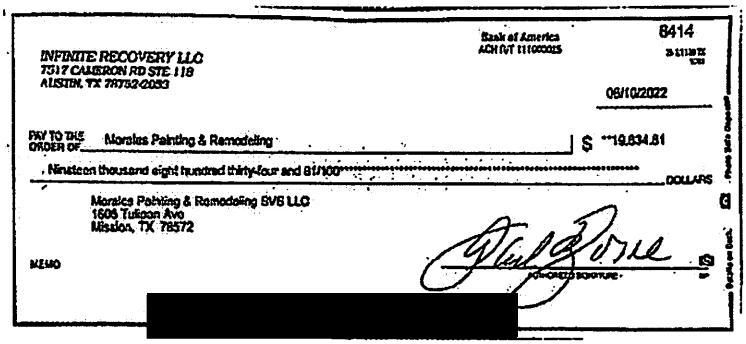
Type: Check

Description: Check

Merchant name: Check

Merchant information:

Transaction category: Cash, Checks & Misc: Checks



INFINITE RECOVERY LLC
7317 CAMERON RD STE 118
AUSTIN, TX 78752-2053

Bank of America
ACH/WT 111000025

8414

06/10/2022

PAY TO THE ORDER OF Morales Painting & Remodeling $ **19,834.81

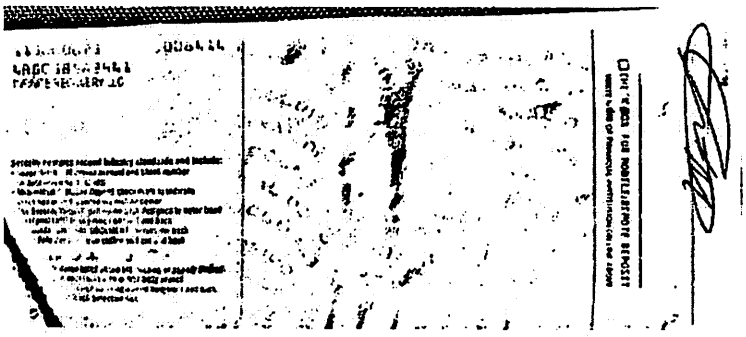
Nineteen thousand eight hundred thirty-four and 81/100 DOLLARS

Morales Painting & Remodeling SVS LLC
1605 Tuscan Ave
Mission, TX 78572

MEMO

[redacted]

AUTHORIZED SIGNATURE





Date 12-1-22

Customer: D&G Real Estate
Address:13207 Wright Rd.
City: Buda TX 78610

Invoice

Qty	Description	Unit Price	Line Total
	Gardening Final		$13,333,33
	Gardening Labor and Material Extra		$5,000
	Paint and Material (Parking Lot) Interior Paint and Labor		$14,282.57
	Check #		
		Total Balance	**$32,615.90**
			$32,615.90
		Total	

Make all checks payable to Morales Painting & Remodeling SVS

Thank you for your business

Morales Painting & Remodeling SVS 1605 Tulipan Ave Mission TX 78572 Phone: (956)560-5475

Bank of America Online Banking

Full Analysis Bus Chk - 2941: Account Activity Transaction Details

Check number: 00000008981

Post date: 12/06/2022

Amount: -32,615.90

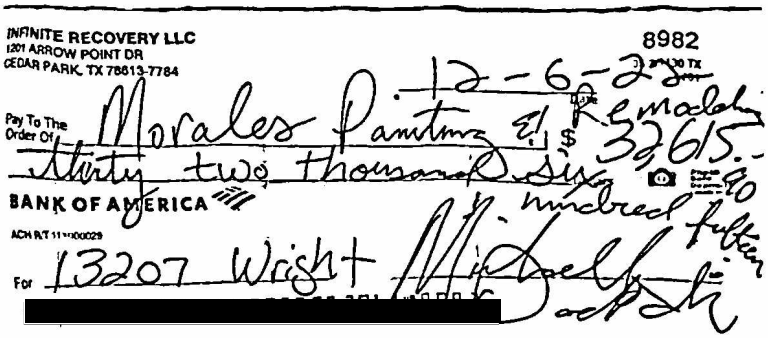
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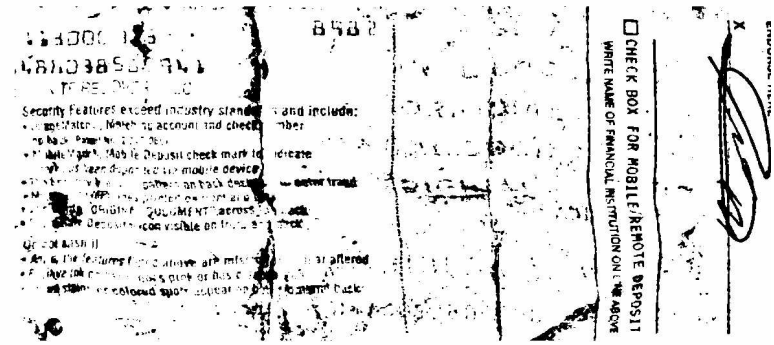
Description: Check

Merchant name: Check

Merchant information:

Transaction category: Cash, Checks & Misc: Checks





Texas Department of Transportation
Form ROW-R-CE
(Rev. 03/16)

CERTIFICATION OF ELIGIBILITY

ROW CSJ: N/A
Parcel: 41 & 42
Displacee: CARMA / D & G Real Estate Holding LLC

Individuals, Families and Unincorporated Businesses or Farming Operations

I certify that myself and any other party(ies) with a financial interest in this relocation assistance claim are either:

☒ Citizens or Nationals of the United States
or
☐ Aliens lawfully present in the United States

* If an Alien lawfully present in the United States, supporting documentation will be required.

Claimant — Date: 2/23/22

Claimant — Date:

Incorporated Business, Farm or Nonprofit Organizations

I certify that I have signature authority for this entity and such entity is lawfully incorporated under the applicable state's laws and authorized to conduct business within the United States.

Claimant — Date: 2/23/22

D+G Real Estate LLC

Commissioners Court - Regular Session **63.**

Meeting Date: 01/17/2023

88th Legislative Session Update

Submitted By: Becky Pruitt, County Judge

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an update for the 88th Legislative Session.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst. (Originator)	Becky Pruitt	01/12/2023 08:20 AM
Form Started By: Becky Pruitt		Started On: 01/10/2023 04:10 PM
Final Approval Date: 01/12/2023		

Meeting Date: 01/17/2023
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 CR 255.
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

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	01/12/2023 11:27 AM
Form Started By: Charlie Crossfield		Started On: 01/11/2023 04:00 PM
Final Approval Date: 01/12/2023		

Commissioners Court - Regular Session **65.**

Meeting Date: 01/17/2023

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 Fittipaldi
b) Project Acropolis
c) Project World
d) Project Mellencamp
e) Project Corgi
f) Project Anniversary

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	01/12/2023 11:34 AM
Form Started By: Charlie Crossfield		Started On: 01/11/2023 04:00 PM
Final Approval Date: 01/12/2023		