

NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONERS COURT
January 24, 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 – 27)

3. 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.
4. Discuss, consider, and take appropriate action on approving a salary contribution agreement with Texas A&M AgriLife Extension Service.
5. Discuss, consider, and take appropriate action regarding the 2022 Racial Profiling Report for Williamson County Constable Pct.1
6. Discuss, consider and take appropriate action on appointment of Michael S. Wright to the Weir Emergency Services District (ESD) #6 Board of Directors for a two-year term beginning January 24, 2023, and ending on December 31st, 2024.
7. Discuss, consider and take appropriate action on appointment of Byron Taylor Whisnant to the Weir Emergency Services District (ESD) #6 Board of Directors for a two-year term beginning January 24, 2023, and ending on December 31st, 2024.
8. Discuss, consider and take appropriate action on adopting a resolution supporting the application for Homeland Security Grant funding for the 2024 HazMat Monitor Maintenance Project grant #2957209
9. Discuss, consider and take appropriate action to authorize the Williamson County Constable Pct 4 Office to accept the Criminal Justice Division Bullet Resistant Shield Grant Program.
10. Discuss, consider, and take appropriate action on approving Master Service Agreement (MSA) #2023109 for Resuscitation Quality Improvement Telecommunicator CPR Program (RQI T-CPR) with RQI Partners, LLC, for the Telecommunicator-Cardiopulmonary Resuscitation e-learning course in the amount of \$16,875.00, and authorizing the execution of this agreement.

11. Discuss, consider, and take appropriate action on approving the purchase between Williamson County and Millenium Products, Inc., contract number #2023115, for a total of \$52,537.38, pursuant to contract #GSA-07F-0031W, and authorizing the execution of the contract.
12. Discuss, consider, and take appropriate action on approving agreement #2023117, between Williamson County and T-Mobile for wireless internet connectivity services for 102 hot spot devices for a total monthly rate of \$842.44, pursuant to GSA contract #47QTCA22D008N, and authorizing the execution of the agreement.
13. Discuss, consider, and take appropriate action on awarding RFP #23RFP5 Commercial Lease of 311 N. Main St., Georgetown, TX to LifeSteps Council on Alcohol and Drugs, Inc., and executing the agreement.
14. Discuss, consider, and take appropriate action on acknowledging the designation of Reliance Architecture as the Project Architect in relation to RFCSP #23CSP32 County Justice Center North Roof Replacement and approve, in the public interest, assigning the price criteria a weighted value of not less than 36.9 percent of the total weight value of the selection criteria. Funding source is P615
15. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed responses for Maintenance and Repair Services and Inspection and Testing of Engineering Systems Technology, Inc. (EST) Brand Name Devices for Facilities Management, under RFP #23RFP35.
16. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed responses for Maintenance and Repair Services and Inspection and Testing of Honeywell Brand Name Devices for Facilities Management, under RFP 23RFP36
17. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed responses for Maintenance and Repair Services and Inspection and Testing of Simplex Grinnell Brand Name Devices for Facilities Management, under RFP 23RFP37.
18. Discuss, consider and take appropriate action on approving and ratifying the emergency rental agreement with Carrier Corporation, in the amount of \$25,509.00 for the first month (and a \$13,648.00 monthly cost thereafter) for a 200 ton air-cooled chiller for the Justice Center and exempting the rental from the competitive bidding requirements as per Section 262.024 (a)(3) [an item necessary because of unforeseen damage to public property] and authorizing the execution of the agreement.
19. Discuss, consider and take appropriate action on Vaughn Construction, Change Order No. 8 for the Williamson County Children's Advocacy Center Addition Project (P530) in the amount of \$31,000.00 Funding Source is P530.
20. Discuss, consider and take appropriate action on Vaughn Construction, Change Order No. 9 for the Williamson County Children's Advocacy Center Addition Project (P530) in the amount of \$119,804.00. Funding Source is P530.
21. Discuss, consider and take appropriate action on Vaughn Construction, Change Order No. 10 for the Williamson County Children's Advocacy Center Addition Project (P530) in the amount of \$0.00.
22. Discuss, consider, and take appropriate action on Chasco Constructors, Change Order No. 2 for the Williamson County River Ranch County Park Project (P315) in the amount of \$75,000.00.

23. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for CR 307 Reconstruction, under IFB #23IFB34. Funding Source is P394.
24. Discuss, consider and take appropriate action on approval of the replat for the Siena South, Lots 3 & 4, Block A, Section 2 subdivision – Precinct 4.
25. Discuss, consider and take appropriate action on approval of the preliminary plat for the Eldorado subdivision – Precinct 2.
26. Discuss, consider and take appropriate action on approval of the final plat for the Overlook at Weir subdivision – Precinct 4.
27. Discuss, consider and take appropriate action on approval of the final plat for the Schwertner Ranch Phase 3 subdivision – Precinct 4.

REGULAR AGENDA

28. Discuss, consider and take appropriate action on adopting attached Law Enforcement (L) and Corrections (C) charts, implementation dates for changes, medical stipends, and any other compensation related items.
29. Discuss, consider, and take appropriate action on an update regarding the Williamson County and City of Georgetown 175th Birthday Celebration mural.
30. Discuss, consider and take appropriate action approving the engagement of the law firm of Cornell Smith Mierl Brutocao Burton, LLP to represent Williamson County in relation to labor and employment matters and assigned litigation; and exemption of these services from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personal or professional services, as set forth under Tex. Loc. Gov't Code § 262.024(a)(4).
31. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional expenditures for the NACo Prescription Discount Card Program.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.370500	Miscellaneous Revenue	\$431.00

32. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional expenditures for the NACo Prescription Discount Card Program.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0630.004921	Co Wide Rx Disc Card Program	\$431.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.335602	Dist Atty Salary Supplement	\$7,500.00

34. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional expenditures for the District Attorney's Office from State Judiciary Apportionment Funds.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0440.001940	Apportionment Supplement	\$6,088.17
	0100.0440.002010	FICA	\$465.75
	0100.0440.002020	Retirement	\$946.08

35. Discuss, consider, and take appropriate action on a policy exception request from Information Technology to transfer funding within their departmental budget to Analyst 1.PCN.2035 that exceeds the 10% cap per the retention policy.
36. Discuss, consider and take appropriate action on the employment of Employee #13014 in the position Asst. to General Counsel. 0719.001100.
37. Discuss, consider, and take appropriate action on approving the purchase of Stryker PowerPro XT MTS Ambulance Cots, PowerLoad MTS Cot Fasteners and accompanying maintenance agreement from Stryker Medical in the amount of \$302,934.87 exempting the purchase from competitive bidding under Texas Local Government Code 262.024 (a)(7)(D) [Captive Replacement Parts or Components of Equipment] and authorizing the execution of this agreement.
38. Discuss, consider, and take appropriate action on authorizing the purchase and service contract #2023119 between G2 Construction Services, Inc. and Williamson County for the Sheriff's Office Training Center Perimeter Chain Link Fence, located at 8160 Chandler Road, Hutto, TX, 78634, in the amount of \$170,000.00, pursuant to TIPS contract #211001 and authorize the execution of the agreement. Funding Source is P573.
39. Discuss, consider, and take appropriate action on authorizing the purchase and service contract #2023126 between G2 Construction Services, Inc. and Williamson County for the Sheriff's Office Administration Renovations, in the amount of \$165,000.00, pursuant to TIPS contract #211001 and execution of the agreement.
40. Discuss, consider, and take appropriate action regarding Change Order No. 1 in the amount of \$41,260.00 for Project 22IFB126 - Samsung Highway (Previously Future County Rd) (CR 404 to FM 973) (Chasco Construction) P: 619 Funding Source: Road Bond.
41. Discuss, consider and take appropriate action on a letter agreement with Oncor regarding a reimbursement for the Union Pacific Railroad license rush fee as a part of the County's proposed transportation upgrade and extension at FM 3349 and US 79. Funding Source; Road Bonds P332
42. Discuss, consider and take appropriate action on a real estate contract with Hunter Anderson for 0.598 acres needed as right of way on CR 255 (Parcel 46). Funding Source: Long Range Transportation P457

43. Discuss, consider and take appropriate action on a real estate contract with Nancy T. Luong for 0.281 acres needed as right of way on CR 255 (Parcel 23). Funding Source: Long Range Transportation P457
44. Discuss, consider and take appropriate action on a real estate contract with Traci Nguyen for 0.190 acres needed as right of way on CR 255 (Parcel 31). Funding Source: Long Range Transportation P457
45. 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)."

46. 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.

47. 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

48. 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.
7. Legal matters pertaining to nuisance abatement procedures.

49. 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).
50. 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).
51. 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)

- 52. Discuss and take appropriate action concerning economic development.
- 53. Discuss and take appropriate action concerning real estate.
- 54. 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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- 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
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- 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
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- 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
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- 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
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- 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.
7. Legal matters pertaining to nuisance abatement procedures.

55. 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.
56. Comments from Commissioners.
57. 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 19th day of January 2023 at 5:00 P.M. and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Commissioners Court - Regular Session**3.****Meeting Date:** 01/24/2023

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
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Attachments

Merit Report

Merit LIT

Position Changes

Bilingual Stipends

Bilingual Stipend LIT

Form Review**Inbox**

Human Resources (Originator)

County Judge Exec Asst.

Form Started By: Kayla Marek

Final Approval Date: 01/19/2023

Reviewed By

Rebecca Clemons

Becky Pruitt

Date

01/19/2023 08:28 AM

01/19/2023 08:39 AM

Started On: 01/19/2023 08:20 AM

Organization	Position	Emp Num	Current Annual Salary	Annual Merit Amt	Merit%	New Annual Salary	Lump-sum Merit	Pay Proposal Reason	Effective Date of Change
District Attorney	DA Legal Assistant IV.0078.001100.Y	16269	\$55,068.00	\$2,041.75	3.71	\$57,109.75	-	MERIT	3-Feb-23
District Clerk	Deputy District Clerk.0758.001100.	15923	\$44,128.64	\$1,544.50	3.50	\$45,673.14	-	MERIT	3-Feb-23
Juvenile Grant	Juv Super Offcr I Grant.1043.001100.	16031	\$44,141.70	\$1,765.67	4.00	\$45,907.37	-	MERIT	3-Feb-23
Juvenile Services	Juv Supervision Offcr I.1111.001100.	16158	\$44,141.70	\$1,765.67	4.00	\$45,907.37	-	MERIT	3-Feb-23
Juvenile Services	Administrative Specialist.1056.001100.	16125	\$39,982.57	\$1,999.13	5.00	\$41,981.70	-	MERIT	3-Feb-23
Juvenile Services	Juv Supervision Offcr I.1129.001100.	16157	\$44,141.70	\$1,765.67	4.00	\$45,907.37	-	MERIT	3-Feb-23
Juvenile Services	Juv Probation Supervisor.1616.001100.	14490	\$68,915.86	\$2,067.52	3.00	\$70,983.38	-	MERIT	3-Feb-23

				(TO)	(FROM)
entity	fund	dept	object	dr	cr
01	0100	0440	001100	2,041.75	
01	0100	0440	001130		2,041.75
01	0100	0450	001100	1,544.50	
01	0100	0450	001130		1,544.50
01	0100	0576	001100	9,363.66	
01	0100	0576	001130		9,363.66

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
0510 - Parks	1860	16284	\$36,524.57	\$36,524.57	\$37,802.92	\$37,434.64	\$368.28	NA	Correction to PCN 1924 budget to accommodate approved merit	1/20/2023
0510 - Parks	1924	15181	NA	NA	\$36,159.24	\$36,527.52	NA	\$368.28	Correction to PCN 1924 budget to accommodate approved merit	1/20/2023
0503-ITS	0955	vacant	N/A	N/A	\$104,847.27	\$101,925.18	\$2,922.09	N/A	Reallocation of position budget to facilitate external hire. Surplus salary funds from PCN 0955 to PCN 2034.	2/3/2023
0503-ITS	2034	vacant	N/A	N/A	\$87,077.91	\$90,000.00	N/A	\$2,922.09	Reallocation of position budget to facilitate external hire. Surplus salary funds from PCN 0955 to PCN 2034.	2/3/2023

*Amount may vary slightly due to Oracle rounding

Department	Position	EE ID	Testing Approved Stipend	Annual Stipend	Stipend Start Date
County Court at Law 1	Assistant Court Admin.0699.001100.	13657	BASIC	\$600.08	3-Feb-23

				(TO)	(FROM)
entity	fund	dept	object	dr	cr
01	0100	0426	001914	394.67	
01	0100	0426	002010	30.19	
01	0100	0426	002020	61.33	
01	0100	0409	004999		486.19

Commissioners Court - Regular Session**4.****Meeting Date:** 01/24/2023

Senior Administrative Specialist

Submitted By: Amy Hays, Extension Service**Department:** Extension Service**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider, and take appropriate action on approving a salary contribution agreement with Texas A&M AgriLife Extension Service.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Williamson County Salary Agreement FY2023

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Amy Hays

Final Approval Date: 01/19/2023

Reviewed By

Becky Pruitt

Date

01/19/2023 11:40 AM

Started On: 01/19/2023 11:00 AM

**TEXAS AGRILIFE EXTENSION SERVICE
SALARY CONTRIBUTION AGREEMENT**

This Salary Contribution Agreement ("Agreement") is entered into by and between Williamson County, Texas ("County") and the Texas A&M AgriLife Extension Service of the Texas A&M University System (Agency).

RECITALS

WHEREAS, the Agency provides quality, relevant outreach and continuing educational programs and services to the people of Williamson County, Texas and educates Williamson County residents in the areas of agriculture, environmental stewardship, youth and adult life skills, human capital and leadership, and community economic development;

WHEREAS, the Agency improves the lives of Texans through an educational process that uses research-based knowledge focused on issues and needs. Within the broad context of the Agency's mission, the Agency will foster the improvement of agriculture and agribusiness, improve the stewardship of the environment and Texas' natural resources, ensure a safe, nutritious food supply, strengthen Texas families, develop leadership skills and productive citizenship among youth and adults, enhance economic security and financial responsibility among the people, and improve the quality of life in Texas families;

WHEREAS, Chapter 43 of the Texas Agricultural Code authorizes and enables Texas counties, through their commissioners court, to employ any means and appropriate and expend money as necessary to establish and conduct cooperative demonstration work in agriculture and home economics in cooperation with Texas A & M University;

WHEREAS, the Agency and County have established and conducted cooperative demonstration work in agriculture and home economics in cooperation with one another over the years and the Agency and County wish to continue such cooperative;

WHEREAS, the County would like to contribute to the annual salaries of the extension agents serving at the Agency;

WHEREAS, the Agency would like to continue to conduct cooperative demonstration work in agriculture and home economics in cooperation with the County;

NOW, THEREFORE, the parties wish to certify and acknowledge their agreements in relation to the aforesaid cooperative, as follows:

ARTICLE I
PURPOSE

The purpose of this Agreement is to define the annual contribution of the County towards funding salaries of extension agents at the Agency, as well as outline obligations of the Agency.

ARTICLE II
GENERAL OBLIGATIONS OF AGENCY

During the term of this Agreement, the Agency agrees to continue to conduct cooperative demonstration work in agriculture and home economics in cooperation with the County. As a part of such cooperative, the Agency shall be obligated to do the following:

- A. To provide quality, relevant outreach and continuing educational programs and services to the people of Williamson County, Texas and educate Williamson County residents in the areas of agriculture, environmental stewardship, youth and adult life skills, human capital and leadership, and community economic development;
- B. To endeavor to improve the lives of Williamson County residents through an educational process that uses research-based knowledge focused on issues and needs; and
- C. Assist in fostering the improvement of agriculture and agribusiness in Williamson County, improve the stewardship of the environment and Texas' natural resources, ensure a safe, nutritious food supply, strengthen Texas families, develop leadership skills and productive citizenship among youth and adults, enhance economic security and financial responsibility among the people, and improve the quality of life in Texas families.

ARTICLE III
TERM

The term of this Agreement is for twelve (12) months, commencing October 1, 2022, and ending September 30, 2023. This Agreement may be renewed by addendum hereto in writing and executed by all parties.

ARTICLE IV
ANNUAL SALARY CONTRIBUTION; CELL PHONE STIPEND

- A. Annual Salary Contribution. The County, the State of Texas and other entities co-fund five extension agent positions in Williamson County. The County's contribution towards funding these positions shall be \$143,304.50 (which consist of a \$132,505.33 contribution towards the Agency's extension agents' salaries plus \$10,799.19 of county merit/COLA increases approved by the Williamson County Commissioners Court for a total of \$143,304.50) plus employer FICA at the rate of 7.65%, unemployment compensation insurance (UCI), and worker's compensation insurance (WCI) for the term of this Agreement.

- B. Cell Phone Stipend. The County will contribute cell phone stipends for each of the five extension agent positions. The amount of the cell phone stipends shall be at the rate set forth by the County.

ARTICLE V
PAYROLL PROCESSING

County shall process the payroll for the portion of salaries paid from County funds on the five agent positions, file and report payroll tax reports and returns and remit payroll taxes to the appropriate federal authorities for the portion of salaries paid from County funds.

ARTICLE VI
AVAILABILITY OF FUNDS

Both parties agree and understand that all financial obligations provided for in this Agreement will be contingent on the availability of each party's funds to meet said obligations.

ARTICLE VII
EQUAL OPPORTUNITY

Agency agrees to respect and protect the civil and legal rights of all citizens. It will not unlawfully discriminate against any employee, or prospective employee, on the basis of age, race, sex, religion, disability or national origin.

ARTICLE VIII
ASSIGNMENT & SUBCONTRACT

Neither party hereto may assign any of its rights, duties and/or obligations arising out of this Agreement without the prior written consent of the other party.

ARTICLE IX
OFFICIALS NOT TO BENEFIT

No officer, employee or agent of either party hereto and no member of its organization and no other public officials of the governing body of the locality or localities in which the parties are situated or being carried who exercise any functions or responsibilities in the project, shall participate in any decision relating to this Agreement which affects or conflicts with his/her personal interest or have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE X
TERMINATION

This Agreement may be terminated:

- A. By either party upon Sixty (60) days written notice to the other party of the intention to terminate; or
- B. Upon expenditure of available funds.

ARTICLE XI
GOVERNMENTAL IMMUNITY; NO THIRD-PARTY BENEFICIARIES

This Agreement is expressly made subject to County's governmental immunity, and all applicable federal and state law. The parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver of any immunities from suit or from liability that the County has by operation of law. Nothing in this Agreement is intended to benefit any third-party beneficiary. County expressly acknowledges that Agency is an agency of the State of Texas and nothing in this Agreement will be construed as a waiver or relinquishment by Agency of its right to claim such exemptions, privileges and immunities as may be provided by law.

ARTICLE XII
REPRESENTATIONS & WARRANTIES

Both parties hereby represent that they have all necessary right, title, license and authority to enter into this Agreement.

ARTICLE XIII
TEXAS LAW TO APPLY

This Agreement shall be construed under and in accordance with the laws of the State of Texas.

ARTICLE XIV
COMPLIANCE WITH LAWS

Both parties shall comply with all applicable federal and state laws and regulations relating to this Agreement.

ARTICLE XV
LEGAL CONSTRUCTION

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 unenforceable provision shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained therein.

ARTICLE XVI
PRIOR AGREEMENTS SUPERSEDED

This Agreement constitutes the sole and only Agreement of the parties hereto and supersedes any prior understandings or written or oral Agreement between the parties respecting the within subject matter.

ARTICLE XVII
INDEPENDENT CONTRACTOR CLAUSE

Both parties hereto, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. Furthermore, the parties acknowledge and agree that County's sole obligation hereunder is the making of a contribution towards the Agency's extension agents' salaries and that the Agency's extension agents are solely the Agency's employees. The parties hereto further agree and acknowledge that all personnel related matters in relation to the Agency's extension agents, including but not limited to the hiring, firing, salary, job descriptions and benefits shall be solely controlled and made by the Texas A&M University System.

ARTICLE XVIII
ENTIRE AGREEMENT; AMENDMENTS

This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written and may not be amended or superseded except by written agreement signed by an authorized representative of each party.

[Signatures follow on next page.]

EXECUTED IN DUPLICATE EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL.

WILLIAMSON COUNTY, TEXAS

BY: _____

Bill Gravell, Jr.
Williamson County Judge

Date: _____, 20____

TEXAS A&M AGRILIFE EXTENSION SERVICE

BY: 

Printed Name: Donna Alexander

Title: Assistant Director, Agency & CFO

Date: December 15, 2022

LF 10606/23



Commissioners Court - Regular Session**5.****Meeting Date:** 01/24/2023

Constable Pct.1 2022 Racial Profiling Report

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

Information**Agenda Item**

Discuss, consider, and take appropriate action regarding the 2022 Racial Profiling Report for Williamson County Constable Pct.1

Background

The Texas Code of Criminal Procedure requires that no later than March 1st of each year every law enforcement agency to 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
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Attachments

Constable Pct 1 2022 Racial Profiling Report

Constable Pct 1 2022 Racial Profiling Analysis Report

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Patrick Youngren

Final Approval Date: 01/17/2023

Reviewed By

Becky Pruitt

Date

01/17/2023 02:01 PM

Started On: 01/13/2023 01:42 PM

Racial Profiling Report | Full

Agency Name: WILLIAMSON CO. CONST. PCT. 1
Reporting Date: 01/13/2023
TCOLE Agency Number: 491101

Chief Administrator: MICKEY W. CHANCE

Agency Contact Information:

Phone: (512) 244-8658

Email: Patrick.Youngren@wilco.org

Mailing Address:

1801 E OLD SETTLERS BLVD STE 105
ROUND ROCK, TX 78664-1908

This Agency filed a full report

WILLIAMSON CO. CONST. PCT. 1 has adopted a detailed written policy on racial profiling. Our policy:

- 1) clearly defines acts constituting racial profiling;
- 2) strictly prohibits peace officers employed by the WILLIAMSON CO. CONST. PCT. 1 from engaging in racial profiling;
- 3) implements a process by which an individual may file a complaint with the WILLIAMSON CO. CONST. PCT. 1 if the individual believes that a peace officer employed by the WILLIAMSON CO. CONST. PCT. 1 has engaged in racial profiling with respect to the individual;
- 4) provides public education relating to the agency's complaint process;
- 5) requires appropriate corrective action to be taken against a peace officer employed by the WILLIAMSON CO. CONST. PCT. 1 who, after an investigation, is shown to have engaged in racial profiling in violation of the WILLIAMSON CO. CONST. PCT. 1 policy;
- 6) requires collection of information relating to motor vehicle stops in which a warning or citation 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;
 - 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 during the stop;
 - e. the location of the stop;
 - f. the reason for the stop.
- 7) requires 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 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.

The WILLIAMSON CO. CONST. PCT. 1 has satisfied the statutory data audit requirements as prescribed in Article

2.133(c), Code of Criminal Procedure during the reporting period.

Executed by: PATRICK K. YOUNGREN
CHIEF DEPUTY

Date: 01/13/2023

Total stops: 359

Street address or approximate location of the stop

City street	254
US highway	40
County road	50
State highway	13
Private property or other	2

Was race or ethnicity known prior to stop?

Yes	3
No	356

Race / Ethnicity

Alaska Native / American Indian	3
Asian / Pacific Islander	30
Black	42
White	193
Hispanic / Latino	91

Gender

Female	135
Alaska Native / American Indian	2
Asian / Pacific Islander	9
Black	23
White	80
Hispanic / Latino	21
Male	224
Alaska Native / American Indian	1
Asian / Pacific Islander	21
Black	19
White	133
Hispanic / Latino	70

Reason for stop?

Violation of law	3
Alaska Native / American Indian	0
Asian / Pacific Islander	1
Black	0
White	2

Hispanic / Latino	1
Preexisting knowledge	2
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	1
Hispanic / Latino	1
Moving traffic violation	195
Alaska Native / American Indian	2
Asian / Pacific Islander	22
Black	28
White	111
Hispanic / Latino	32
Vehicle traffic violation	159
Alaska Native / American Indian	1
Asian / Pacific Islander	7
Black	14
White	79
Hispanic / Latino	58
Was a search conducted?	
Yes	3
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	2
Hispanic / Latino	1
No	356
Alaska Native / American Indian	3
Asian / Pacific Islander	30
Black	42
White	191
Hispanic / Latino	90
Reason for Search?	
Consent	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0

Hispanic / Latino	0				
Contraband	1				
Alaska Native / American Indian	0				
Asian / Pacific Islander	0				
Black	0				
White	0				
Hispanic / Latino	1				
Probable	2				
Alaska Native / American Indian	0				
Asian / Pacific Islander	0				
Black	0				
White	2				
Hispanic / Latino	0				
Inventory	0				
Alaska Native / American Indian	0				
Asian / Pacific Islander	0				
Black	0				
White	0				
Hispanic / Latino	0				
Incident to arrest	0				
Alaska Native / American Indian	0				
Asian / Pacific Islander	0				
Black	0				
White	0				
Hispanic / Latino	0				
Was Contraband discovered?					
Yes	2	Did the finding result in arrest?			
		(total should equal previous column)			
Alaska Native / American Indian	0	Yes	0	No	0
Asian / Pacific Islander	0	Yes	0	No	0
Black	0	Yes	0	No	0
White	1	Yes	0	No	1
Hispanic / Latino	1	Yes	0	No	1
No	1				
Alaska Native / American Indian	0				
Asian / Pacific Islander	0				
Black	0				
White	1				
Hispanic / Latino	0				

Description of contraband	
Drugs	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Weapons	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Currency	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Alcohol	1
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	1
Stolen property	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Other	1
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	1
Hispanic / Latino	0
Result of the stop	
Verbal warning	185

Alaska Native / American Indian	0
Asian / Pacific Islander	12
Black	27
White	86
Hispanic / Latino	60
Written warning	35
Alaska Native / American Indian	0
Asian / Pacific Islander	1
Black	2
White	29
Hispanic / Latino	3
Citation	138
Alaska Native / American Indian	3
Asian / Pacific Islander	17
Black	13
White	78
Hispanic / Latino	27
Written warning and arrest	1
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	1
Citation and arrest	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Arrest	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Arrest based on	
Violation of Penal Code	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0

Black	0
White	0
Hispanic / Latino	0
Violation of Traffic Law	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Violation of City Ordinance	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Outstanding Warrant	1
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	1

Was physical force resulting in bodily injury used during stop?

Yes	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Resulting in Bodily Injury To:	
Suspect	0
Officer	0
Both	0
No	359
Alaska Native / American Indian	3
Asian / Pacific Islander	30
Black	42
White	193
Hispanic / Latino	91

Number of complaints of racial profiling

Total	0
Resulted in disciplinary action	0
Did not result in disciplinary action	0

Comparative Analysis

Use TCOLE's auto generated analysis	<input checked="" type="checkbox"/>
Use Department's submitted analysis	<input type="checkbox"/>

Optional Narrative

N/A

Submitted electronically to the



The Texas Commission on Law Enforcement

Racial Profiling Analysis Report

WILLIAMSON CO. CONST. PCT. 1

01. Total Traffic Stops:	359	
02. Location of Stop:		
a. City Street	254	70.75%
b. US Highway	40	11.14%
c. County Road	50	13.93%
d. State Highway	13	3.62%
e. Private Property or Other	2	0.56%
03. Was Race known prior to Stop:		
a. NO	356	99.16%
b. YES	3	0.84%
04. Race or Ethnicity:		
a. Alaska/ Native American/ Indian	3	0.84%
b. Asian/ Pacific Islander	30	8.36%
c. Black	42	11.70%
d. White	193	53.76%
e. Hispanic/ Latino	91	25.35%
05. Gender:		
a. Female	135	37.60%
i. Alaska/ Native American/ Indian	2	0.56%
ii. Asian/ Pacific Islander	9	2.51%
iii. Black	23	6.41%
iv. White	80	22.28%
v. Hispanic/ Latino	21	5.85%
b. Male	224	62.40%
i. Alaska/ Native American/ Indian	1	0.28%
ii. Asian/ Pacific Islander	21	5.85%
iii. Black	19	5.29%
iv. White	133	37.05%
v. Hispanic/ Latino	70	19.50%
06. Reason for Stop:		
a. Violation of Law	3	0.84%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	1	33.33%

Racial Profiling Analysis Report

iii. Black	0	0.00%
iv. White	2	66.67%
v. Hispanic/ Latino	1	33.33%
b. Pre-Existing Knowledge	2	0.56%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	1	50.00%
v. Hispanic/ Latino	1	50.00%
c. Moving Traffic Violation	195	54.32%
i. Alaska/ Native American/ Indian	2	1.03%
ii. Asian/ Pacific Islander	22	11.28%
iii. Black	28	14.36%
iv. White	111	56.92%
v. Hispanic/ Latino	32	16.41%
d. Vehicle Traffic Violation	159	44.29%
i. Alaska/ Native American/ Indian	1	0.63%
ii. Asian/ Pacific Islander	7	4.40%
iii. Black	14	8.81%
iv. White	79	49.69%
v. Hispanic/ Latino	58	36.48%
07. Was a Search Conducted:		
a. NO	356	99.16%
i. Alaska/ Native American/ Indian	3	0.84%
ii. Asian/ Pacific Islander	30	8.43%
iii. Black	42	11.80%
iv. White	191	53.65%
v. Hispanic/ Latino	90	25.28%
b. YES	3	0.84%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	2	66.67%
v. Hispanic/ Latino	1	33.33%
08. Reason for Search:		
a. Consent	0	0.00%

Racial Profiling Analysis Report

i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
b. Contraband in Plain View	1	0.28%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	0	0.00%
v. Hispanic/ Latino	1	100.00%
c. Probable Cause	2	0.56%
ii. Alaska/ Native American/ Indian	0	0.00%
i. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	2	100.00%
v. Hispanic/ Latino	0	0.00%
d. Inventory	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
e. Incident to Arrest	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
09. Was Contraband Discovered:		
YES	2	0.56%
i. Alaska/ Native American/ Indian	0	0.00%
Finding resulted in arrest - YES	0	
Finding resulted in arrest - NO	0	
ii. Asian/ Pacific Islander	0	0.00%
Finding resulted in arrest - YES	0	
Finding resulted in arrest - NO	0	
iii. Black	0	0.00%

Racial Profiling Analysis Report

Finding resulted in arrest - YES	0	
Finding resulted in arrest - NO	0	
iv. White	1	50.00%
Finding resulted in arrest - YES	0	
Finding resulted in arrest - NO	1	
v. Hispanic/ Latino	1	50.00%
Finding resulted in arrest - YES	0	
Finding resulted in arrest - NO	1	
b. NO	1	0.28%
i. Alaska/ Native American/ Indian	0	0.00%
i. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	1	100.00%
v. Hispanic/ Latino	0	0.00%
10. Description of Contraband:		
a. Drugs	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
b. Currency	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
c. Weapons	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
d. Alcohol	1	0.28%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	0	0.00%

Racial Profiling Analysis Report

v. Hispanic/ Latino	1	100.00%
e. Stolen Property	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
f. Other	1	0.28%
i. Alaska/ Native American/ Indian	0	0.00%
i. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	1	100.00%
v. Hispanic/ Latino	0	0.00%
11. Result of Stop:		
a. Verbal Warning	185	51.53%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	12	6.49%
iii. Black	27	14.59%
iv. White	86	46.49%
v. Hispanic/ Latino	60	32.43%
b. Written Warning	35	9.75%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	1	2.86%
iii. Black	2	5.71%
iv. White	29	82.86%
v. Hispanic/ Latino	3	8.57%
c. Citation	138	38.44%
i. Alaska/ Native American/ Indian	3	2.17%
ii. Asian/ Pacific Islander	17	12.32%
iii. Black	13	9.42%
iv. White	78	56.52%
v. Hispanic/ Latino	27	19.57%
d. Written Warning and Arrest	1	0.28%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	0	0.00%
v. Hispanic/ Latino	1	100.00%

Racial Profiling Analysis Report

e. Citation and Arrest	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
f. Arrest	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
12. Arrest Based On:		
a. Violation of Penal Code	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
b. Violation of Traffic Law	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
c. Violation of City Ordinance	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
d. Outstanding Warrant	1	0.28%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	0	0.00%
v. Hispanic/ Latino	1	100.00%

Racial Profiling Analysis Report

13. Was Physical Force Used:

a. NO	359	100.00%
i. Alaska/ Native American/ Indian	3	0.84%
ii. Asian/ Pacific Islander	30	8.36%
iii. Black	42	11.70%
iv. White	193	53.76%
v. Hispanic/ Latino	91	25.35%
b. YES	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
b 1. YES: Physical Force Resulting in Bodily Injury to Suspect	0	
b 2. YES: Physical Force Resulting in Bodily Injury to Officer	0	
b 3. YES: Physical Force Resulting in Bodily Injury to Both	0	

14. Total Number of Racial Profiling Complaints Received:

0

REPORT DATE COMPILED 01/13/2023

Commissioners Court - Regular Session**6.****Meeting Date:** 01/24/2023

appointment of Michael S. Wright to the Weir Emergency Services District (ESD) #6 Board of Directors

Submitted For: Russ Boles**Submitted By:** Melissa Cutrer, Commissioner Pct. #4**Department:** Commissioner Pct. #4**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on appointment of Michael S. Wright to the Weir Emergency Services District (ESD) #6 Board of Directors for a two-year term beginning January 24, 2023, and ending on December 31st, 2024.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Melissa Cutrer

Final Approval Date: 01/18/2023

Reviewed By

Becky Pruitt

Date

01/18/2023 11:11 AM

Started On: 01/18/2023 08:42 AM

Commissioners Court - Regular Session**7.****Meeting Date:** 01/24/2023

appointment of Byron Taylor Whisnant to the Weir Emergency Services District (ESD) #6 Board of Directors

Submitted For: Russ Boles**Submitted By:** Melissa Cutrer, Commissioner Pct. #4**Department:** Commissioner Pct. #4**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on appointment of Byron Taylor Whisnant to the Weir Emergency Services District (ESD) #6 Board of Directors for a two-year term beginning January 24, 2023, and ending on December 31st, 2024.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Melissa Cutrer

Final Approval Date: 01/18/2023

Reviewed By

Becky Pruitt

Date

01/18/2023 11:12 AM

Started On: 01/18/2023 08:49 AM

Commissioners Court - Regular Session**8.****Meeting Date:** 01/24/2023

2024 HazMat Monitor Maintenance Homeland Security Grant Resolution

Submitted For: Hank Jones**Submitted By:** Hank Jones, Fire Marshal Spec
Ops-Hazmat**Department:** Fire Marshal Spec Ops-Hazmat**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on adopting a resolution supporting the application for Homeland Security Grant funding for the 2024 HazMat Monitor Maintenance Project grant #2957209

Background

This project is submitted annually to the Capitol Area Council of Governments Homeland Security Task Force for funding consideration to maintain, repair and calibrate the hazardous materials monitoring equipment used by the Williamson County HazMat and Regional Response Teams. The maintenance of monitoring equipment is a priority at the state and regional level.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

2024 Monitor Maintenance Resolution

Internal Grant Application

Monitor Maintenance Service Agreement

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Hank Jones

Final Approval Date: 01/18/2023

Reviewed By

Becky Pruitt

Date

01/18/2023 11:13 AM

Started On: 01/18/2023 09:27 AM

**IN THE COMMISSIONERS' COURT
OF WILLIAMSON COUNTY, TEXAS**

RESOLUTION

A resolution of the Commissioners' Court of the County of Williamson, Texas hereby authorizing the submittal of a grant application to the Office of the Governor, Homeland Security Grant Program (HSGP) for the Williamson County Monitor Maintenance Project. The (HSGP) grant application number is 2957209.

WHEREAS, The Williamson County Commissioners' Court finds it in the best interest of the citizens of Williamson County, that the Williamson County Monitor Maintenance Project Grant Application be submitted to the State of Texas, Office of the Governor, Homeland Security Grant Program (HSGP); and

WHEREAS, The Williamson County Commissioners' Court agrees that in the event of loss or misuse of the Office of the Governor, Homeland Security Grant Program (HSGP) funds, the Williamson County Commissioners' Court assures that the funds will be returned to the Office of the Governor, Homeland Security Grant Program (HSGP) in full; and

WHEREAS, The Williamson County Commissioners' Court designates the Honorable Bill Gravell Jr., Williamson County Judge as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter, or terminate the grant on behalf of the applicant agency.

NOW, THEREFORE, BE IT RESOLVED that the Williamson County Commissioners' Court approves submission of the grant application to the Office of the Governor, Homeland Security Grant Program (HSGP) for the Williamson County Monitor Maintenance Project.

Adopted this 24th day of January 2023.

Bill Gravell Jr.
Williamson County Judge

Grant Title/Project Name:	Hazmat Monitor Maintenance
Department:	542- Fire Marshal Speical Operations
Requestor:	David Cella
Contact Email:	david.cella@wilco.org
Contact Phone Number:	512-943-3698
Start Date:	1/1/2024
End Date:	12/31/2024
Please select request category:	Service
Describe the purpose of the grant in detail to include all requirements.	This is a Homeland Security Grant for a one-year service agreement for providing monitor maintenance to calibrate & maintain all the hazmat metering/monitoring equipment for the Williamson County Hazardous Materials Response Team.
Select the type of grant your department is applying for:	State
What is the amount of the grant?	\$41,000.00
Please provide a breakdown of the total cost above.	<p>This grant will provide a monitor maintenance contract that will cover all of the hazmat detection monitors listed in the maintenance contract and provides the following: (Please see the attached contract for more information)</p> <ul style="list-style-type: none"> - 90-day on-site service and calibration -Event monitoring support, as needed -24/7 live support with a RAE certified technician and certified hazmat technician
Is there a match requirement?	No
What is the source of the match?	
Does the grant cover the cost of the request 100%?	Yes
If not, how much is left unpaid?	
What is the plan to obtain grants/funds for the remaining amount?	
List other similar assets in the County and/or region and if they are available for use?	
How is this asset request different from any similar assets currently in the County and/or region?	
What types of events/purpose would this asset be used for that cannot be accomplished with a current County asset?	
How often do these events occur?	
Identify the number of personnel required to operate this asset and/or be available for the function where it is to be used? How much time is required of those personnel? What is the cost of the personnel?	
Where will the asset be stored?	

What is the useful life of the asset?	
Will a replacement be requested from general funds when useful life has been exhausted?	
Will other agencies be billed for the use of this asset (e.g. vendors paid, employee worked hours and paid, inventory costs etc.)?	
Does this asset require insurance coverage?	
If yes, what is the estimate of asset insurance coverage?	
Will this asset require on-going maintenance? Please describe the maintenance required along with an estimate for these costs.	
How will this asset be funded when the grant ends?	
What is the impact if the grant is not received?	
New Personnel position is:	
Where will this position office?	
Who will this position report to?	
What tasks will this position perform? Include the five primary functions and the percentage of time spent to be spent on each function.	
Will this position take over tasks from current County employee?	
If yes, please explain the impact to current employee.	
How will this position be funded when the grant ends?	
Does this position or a similar position currently exist within the department?	
If "yes" how many of these similar positions exist	
Describe any alternatives considered to achieve desired outcome in lieu of a position (i.e. equipment, software, technology or change in business practice).	
Describe how workload will be accomplished/re-allocated should grant not be approved.	
List other similar items in the County and/or region and if they available for use?	None
How is this item request different from any similar assets currently in the County and/or region?	This will help ensure that the Williamson County Hazardous Material Response Team has well maintained and correctly calibrated equipment ready for service in the event of a hazardous materials incident.
What types of events/purpose would this item be used for that cannot be accomplished with a current County asset?	The contract provides the calibration gas, equipment, and certified technicians to perform routine calibrations and repairs to our monitoring/testing equipment.
Identify the number of personnel required to operate this item and/or be available for the function where it is to be used?	1
Please explain how this item will create the need for more or less personnel (or mark n/a for no	This will remove the liability from the county by having a third-party company maintain and repair all the specialized

change)?	equipment.
Where will the item be stored?	N/A
What is the useful life of the item?	1 Year
Will other agencies be billed for the use of this item (e.g. vendors paid, employee worked hours and paid, inventory costs etc.)?	
Does this item require insurance coverage?	No
Will this item require any form of licensing?	No
Will this item require on-going maintenance? Please describe the maintenance required along with an estimate for these costs?	The grant funds will fund a contract that provides the maintenance. No further maintenance beyond that is required.
How will this item be funded when the grant ends?	Our department will continue to apply for Homeland Security Grant funds to assist with offsetting the cost of the annual operational expenses.
What is the overall budgetary impact? (i.e. revenue generation, expense reduction, etc.)	N/A
Please identify any additional equipment needed/required (now or in the future) should the grant/asset is awarded.	N/A
What is the cost and frequency to maintain/update the additional equipment?	N/A
What is the impact of this grant application on other internal/county departments?	N/A
If yes, what is the estimate of that license fee?	
If yes, what is the estimate of insurance coverage?	
Will a replacement be requested from general funds when useful life has been exhausted? (OR)	
If yes, how much is the match amount?	
ID	100
Version	2.0
Attachments	False
Created	12/16/2022 2:58 PM
Created By	David Cella
Modified	1/9/2023 4:12 PM
Modified By	David Cella



FARRWEST

Multi-Year Equipment Calibration & Maintenance Program

This equipment calibration and maintenance program is made according to the following terms between Williamson County and FarrWest Environmental Supply, Inc (Farrwest). The following outlines the equipment and services contemplated under this agreement by FarrWest in addition to the responsibilities assigned to Williamson County. This program will begin on **January 1st, 2024**, and be current for no less than 12 months, with 3 renewal options.

Supplied Equipment

Equipment owned, calibrated, and maintained by FarrWest, leased to and operated by Williamson County.

- 1 x RedWave Gas Cell

Maintained Equipment

Equipment owned and operated by Williamson County, calibrated and maintained by Farrwest.

- 4 x RAE Systems AreaRAE Pro Monitors (Sensors 10.6eV PPB PID, CO, H2S, LEL, O2, Gamma)
- 5 x RAE Systems AreaRAE Plus Monitors (Sensors 10.6eV PID, CO, H2S, LEL, O2)
- 1 x RAE Systems QRAE 3 monitor (Sensors CO, H2S, LEL O2)- Health Department,
- 1 x RAE Systems QRAE 3 monitor (Sensors CO, HCN, LEL O2)
- 1 x RAE Systems MultiRAE Lite monitors (Sensors LR PID, CO, H2S, LEL O2), pumped
- 2 x RAE Systems MultiRAE Lite monitors (Sensors LR PID, CO, H2S, LEL O2, CL2), pumped
- 3 x RAE Systems MultiRAE monitors (Sensors HR PID, CO, H2S, LEL O2), pumped
- 2 x RAE Systems MultiRAE monitors (Sensors HR PID, CO, H2S, LEL O2, CL2), pumped
- 1 x RAE Systems GammaRAE radiation detector dosimeter
- 4 x RAE Systems MiniRAE 3000 PID monitors (Sensors HR PID 10.6eV)
- 5 x RAE Systems RAE Link 3 wireless modems
- 2 x RAE Systems SensorRAE stations (Sensors Cl2, HCN)
- 5 x RAE Systems AutoRAE 2 Calibration Stations and Cradles
- 1 x Smiths Detection RadSeeker Isotope Identifier (verification only)
- 1 x Smiths Detection Hazmat ID Elite (full Warranty and ReachBack)
- 2 x Ludlum Measurements 2241-3RK radiation detectors
- 1 x Ludlum Measurements 26-1 Pancake radiation detector
- 16 x Thermo Scientific RadEye GF-EX (annual factory calibration)
- 4 x Thermo Scientific RadEye SPRD (annual factory calibration)
- 4 x Sensit Gold gas leak detectors (Sensors PPM LEL, O2)
- 1 x Rigaku Prigogeny RESQ (Verification, and warranty)
- 1 x Redwave ThreatID GLS (verification, and warranty)

Calibration-Only Equipment

Equipment whose repair cannot be guaranteed due to unreliable supply of repair parts.

- 2 x RAE Systems MiniRAE 2000 PID monitors (Sensors HR PID, 10.6eV) discontinued
- 3 x ATI PortaSens II (Sensors F2)
- 4 x RAE Systems AreaRAE monitors (Sensors 10.6eV PID, Cl2, CO, LEL, O2), GPS

Supplied Consumables

- Calibration/ Bump test gas for each sensor type, amount specified below:

Calibration Gas Type	Amount Supplied	Equipment Used
66L 4-Gas Mix	5 per year	AreaRAE Series, MultiRAE Series, QRAE III, Sensit Gold
66L Isobutylene 10 ppm	2 per year	AreaRAE Series
66L Isobutylene 100 ppm	2 per year	AreaRAE Series, MultiRAE Series
66L Hydrogen Cyanide 10 ppm	2 per year	QRAE III
66L Chlorine 10 ppm	2 per year	AreaRAE Series, MultiRAE Series

Supplied Program Services

- 90 Day On-Site Service and Calibration
- Event Monitoring Support, as needed
- Annual Gas monitoring and equipment training class
- 24/7 Live support with RAE Certified Technician and Certified Hazmat Technician
- Loaner Equipment provided for down equipment

Performance Standards

- (a) Every **90 days** FarrWest will come on-site to one or more specified locations to inspect, clean, maintain and calibrate the instrumentation outlined above. The monitors will be serviced in preparation for the next service cycle.
- (b) FarrWest will perform repairs for damage or failure occurring during *normal usage of equipment*. All associated costs, parts and labor with these repairs will be the responsibility of FarrWest, except where otherwise noted. Usually, these repairs can be completed on-site, but occasionally Farrwest may need to take equipment back to its facility for repair. Any equipment taken from location will be returned promptly once repaired.
- (c) FarrWest will be responsible for any and all sensor replacement, should a sensor fail to calibrate, **including** exotic sensors (ie. HCN or any sensor that doesn't have a 2 year warranty) except where otherwise noted.
- (d) Instruments marked *Verification-only* will be maintained to their manufacturers specifications, usually a yearly calibration or optimization. These instruments will also receive an operational test during the normal service cycle. **For any repairs on verification-only equipment in excess of \$300, an estimate will be submitted to FarrWest's POC and will be invoiced separately pending approval.**

- (e) All radiation equipment that requires calibration will be sent to a 3rd party, approved radiation lab for annual calibration and adjustment, at the expense of FarrWest. All equipment will be verified for proper working order during quarterly maintenance schedule. ***For any repairs on radiation equipment in excess of \$300, an estimate will be submitted to FarrWest's POC and will be invoiced separately pending approval.***
- (f) All chemical and biological equipment (Smiths Detection) will be verified to proper working order during scheduled maintenance visits. ***For any repairs on chemical and biological equipment in excess of \$300, an estimate will be submitted to Williamson County and will be invoiced separately pending approval.***
- (g) Due to cost and technology involved, FarrWest will not be responsible for the repair or maintenance of weather related modules or attachments bundled with gas detection, radiation, chemical and biological, or any other equipment. This includes, but is not limited too RAEMet Sensors. ***For any repairs on weather stations, sensors, modules or other weather sensing/reporting equipment an estimate will be submitted to Williamson County and will be invoiced separately pending approval.***
- (h) Instruments labeled by the manufacturer as "discontinued" or having reached "end of life" cannot always be maintained due to scarcity of repair parts and sensors. These instruments will be considered as "calibration-only". Calibration-only instruments receive the same interval calibration, but any repairs will be billed separately. All calibration-only instruments will be designated as such in this contract.
- (i) All supplied equipment (Farrwest owned) will be provided with the accessories necessary for proper operation at the time of supply. Maintained equipment (Williamson County owned) is expected to have arrived with all necessary accessories at time of purchase. Replacement accessories (i.e. chargers, charging cradles, protective boots, etc) will be provided, up to 3% of the yearly cost of contract per instrument, per year. The cost for replacement accessories beyond this dollar amount will be the responsibility of Williamson County and will be invoiced separately.

Program Updates or Alterations

- (a) Sensor-type changes (i.e., replacing a Hydrogen Sulfide (H₂S) sensor with a Ammonia (NH₃) sensor) can be done at the request of Williamson County on supported equipment, but may require a change in contract amount to reflect higher cost of sensors and calibration standards.
- (b) If *additional* equipment is added to this program during the course of the contract, the contract will be amended for the cost of maintaining the new equipment. The maintenance pricing of additional equipment will be charged in accordance with current contract pricing and will be prorated for the remainder of the contract. Any other associated costs with the equipment upgrade such as additional calibration gases or consumables will be the responsibility of Williamson County.

Documentation and Support

- (a) FarrWest will maintain all service records and provide a copy of those records to Williamson County. Farrwest will also provide a login to the Farrwest customer portal in order to obtain copies of calibration and repair documents.
- (b) FarrWest will provide loaner units, usually within 24hrs of notice; in the event of unit failure between service intervals for all Maintained and Supplied equipment. Calibration-only equipment will only receive a loaner after a repair invoice has been approved. Due to

variety of equipment, exact loaner types may vary, below is the expected loaner type for each type of equipment:

Williamson County Instrument	FarrWest Loaner
AreaRAE Pro, AreaRAE Plus	RAE Systems AreaRAE Series
QRAE III	RAE Systems QRAE III
MultiRAE Lite, MultiRAE	RAE Systems MultiRAE Series
MiniRAE 3000	RAE Systems MiniRAE Series
RAE Link III	RAE Systems RAE Link III
GammaRAE	No Loaner Available
SensorRAE	No Loaner Available
AutoRAE 2 Controllers, Cradles	RAE Systems AutoRAE 2 Controller/Cradle
Gold	Sensit Technologies Gold Series
RadSeeker	Smiths Detection RadSeeker
HazMatID Elite	Smiths Detection HazMatID Elite
RESQ	Rigaku RESQ
2241-3RK	Ludlum 2241-3RK or 14C-3RK
26-1	Ludlum 2241-3RK or 14C-3RK
ThreatID GLS	Redwave ThreatID GLS

- (c) Farrwest will provide 24/7/365 phone support for equipment or technical problems with a 1-hour response and solution time.
- (d) FarrWest will maintain that it is a factory authorized service facility and will maintain RAE Systems, Sensit Technologies, and Smiths Detection advanced certified technicians on staff at all times. Farrwest will also maintain a Pro-Board Certified Hazmat technician on staff for any technical questions.

Customer responsibilities:

- (a) **Lost, stolen, or destroyed equipment – Williamson County** agrees to be responsible for the replacement costs of any Supplied equipment that is lost, stolen or destroyed while in its possession.
- (b) **Return of Equipment –**
 - **At Termination – Williamson County** agrees to promptly return ALL of the equipment supplied under the terms of this agreement following the termination of said agreement. This may occur at the conclusion of the contract or under written terms of cancellation agreed upon by both parties.
 - **Loaner Equipment –** Williamson County agrees to return loaner equipment to Farrwest promptly upon receiving their repaired equipment. As loaner equipment is taken from Farrwest's rental fleet, **unnecessarily extended** loaner periods result in a loss of rental revenue, which may be recouped from the **Williamson County** in the form of a rental invoice.
- (c) **Equipment Issues between service intervals -** Many equipment issues can be fixed over the phone or by email, eliminating the cost of shipping the instrument back and forth.

Williamson County agrees to contact Farrwest, either by phone or email, prior to sending equipment in for service. Unnecessary shipping costs may be recouped in a separate invoice.

- (d) **Renewal** – At the end of this 12 -month agreement, Williamson County will be given the opportunity to renew the maintenance program for an additional 3, 12-month periods. These renewals will be automatic, payment of delivered invoice will signal acceptance of renewal.
- (e) **Purchasing Contracts** – For ease-of-purchasing, FarrWest Environmental Supply is a vendor on both the Houston-Galveston Area Council (**HGAC**) Cooperative Purchasing Program and BuyBoard Cooperative Purchasing Program. FarrWest's HGAC contract number is EP11-17. FarrWest's BuyBoard contract number is 524-17. The price below reflects the discount pricing from these programs.
- (f) **Annual Fee for Equipment and Service** –
 - An annual payment of **\$40,483.91** will be made to FarrWest for the above program. This payment can be made quarterly or monthly.

Additional Considerations

- (a) **No Waiver of Sovereign Immunity or Powers** - Nothing in this agreement will be deemed to constitute a waiver of sovereign immunity or powers of licensee, the Williamson County Commissioners Court, or the Williamson County Judge.
- (b) **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, Williamson County will only be liable for its pro rata share of services rendered and goods actually received.
- (c) **Texas Prompt Payment Act Compliance:** Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date licensee receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by licensee in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of licensee's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.
- (d) **Mediation:** The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this Contract.
- (e) **Venue and Governing Law:** Venue of this contract shall be Williamson County, Texas, and the law of the State of Texas shall govern.
- (f) **Compliance with All Laws:** Farrwest agrees, in connection with the services or any related items to the subject matter of this contract, to comply with any and all local, state or federal requirements, including but not limited to compliance with regulations of the Texas Commission on Environmental Quality and the Occupational Safety and Health Administration. Additionally, Farrwest shall obtain from the appropriate City, Williamson County, or State of Texas the necessary permit(s) required by the ordinances of the City of Georgetown, Williamson County, or State of Texas, for performance of the work.
- (g) **No Agency Relationship & Indemnification:** It is understood and agreed that Farrwest shall not in any sense be considered a partner or joint venturer with Williamson County, nor

shall Farrwest in any manner hold itself out as an agent or official representative of Williamson County. Farrwest shall be considered an independent Farrwest for the purpose of this agreement and shall in no manner incur any expense or liability on behalf of Williamson County other than what may be expressly allowed under this agreement. Williamson 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 Farrwest or failure to act relating to the construction services being provided. Farrwest agrees to indemnify, hold harmless, and defend Williamson County against any claim, demand, loss, injury, damages, action, or liability of any kind against Williamson County resulting from any services Farrwest performs on behalf of Williamson County.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE FARRWEST AND ITS AGENTS, PARTNERS, EMPLOYEES, AND CONSULTANTS (COLLECTIVELY "INDEMNITORS") SHALL AND DO AGREE TO INDEMNIFY, PROTECT, DEFEND WITH COUNSEL APPROVED BY OWNER, AND HOLD HARMLESS THE OWNER, REPRESENTATIVES OF THE OWNER AND THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, ITS VARIOUS DEPARTMENTS, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS (COLLECTIVELY "INDEMNITEES") FROM AND AGAINST ALL CLAIMS IN RELATION TO FARRWEST'S PERFORMANCE OF THE WORK DESCRIBED HEREIN. DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGMENTS, AND EXPENSES, INCLUDING ATTORNEY FEES, OF ANY NATURE, KIND, OR DESCRIPTION (COLLECTIVELY "LIABILITIES") OF ANY PERSON OR ENTITY WHOMSOEVER ARISING OUT OF, CAUSED BY, OR RESULTING FROM THE PERFORMANCE OF THE SERVICES OR ANY PART THEREOF WHICH ARE CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT ACT OR OMISSION OF THE FARRWEST, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY IT OR ANYONE FOR WHOSE ACTS IT MAY BE LIABLE, EVEN IF IT IS CAUSED IN PART BY THE NEGLIGENCE OR OMISSION OF ANY INDEMNITEE, SO LONG AS IT IS NOT CAUSED BY THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY INDEMNITEE. IN THE EVENT MORE THAN ONE OF THE INDEMNITORS ARE CONNECTED WITH AN ACCIDENT OR OCCURRENCE COVERED BY THIS INDEMNIFICATION, THEN EACH OF SUCH INDEMNITORS SHALL BE JOINTLY AND SEVERALLY RESPONSIBLE TO THE INDEMNITEES FOR INDEMNIFICATION AND THE ULTIMATE RESPONSIBILITY AMONG SUCH INDEMNITORS FOR THE LOSS AND EXPENSE OF ANY SUCH INDEMNIFICATION SHALL BE SETTLED BY SEPARATE PROCEEDINGS AND WITHOUT JEOPARDY TO ANY INDEMNITEE. THE PROVISIONS OF THIS ARTICLE SHALL NOT BE CONSTRUED TO ELIMINATE OR REDUCE ANY OTHER INDEMNIFICATION OR RIGHT WHICH OWNER OR ANY OF THE INDEMNITEES HAS BY LAW. THE INDEMNITIES CONTAINED HEREIN SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT FOR ANY REASON WHATSOEVER.

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

Commissioners Court - Regular Session**9.****Meeting Date:** 01/24/2023

Bullet Resistant Shield Grant Program Acceptance for Constable Pct 4

Submitted By: Brian Olson, Constable Pct. #4**Department:** Constable Pct. #4**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action to authorize the Williamson County Constable Pct 4 Office to accept the Criminal Justice Division Bullet Resistant Shield Grant Program.

Background

On September 27, 2022, the Commissioners Court approved the Williamson County Constable Pct 4 Office to apply for the Bullet Resistant Shield Grant Program through the Office of the Governor's Criminal Justice Division (agenda item 14). The Office of the Governor has accepted our application and the Constable Pct 4 Office is seeking approval from the Court to accept the grant. If the grant is accepted, Williamson County will be awarded approximately \$38,070.60 to purchase Level III bullet-resistant shields. No match is required.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Grant Award Statement

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Brian Olson

Final Approval Date: 01/19/2023

Reviewed By

Becky Pruitt

Date

01/19/2023 08:38 AM

Started On: 01/18/2023 05:25 PM

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:	4675301	Award Amount:	\$38,070.60
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:	\$38,070.60
Grantee Name:	Williamson County		
Project Title:	Bullet-Resistant Shield Grant Program-Constable PCT4		
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**10.****Meeting Date:** 01/24/2023

Approval of Master Service Agreement for Resuscitation Quality Improvement Telecommunicator CPR Program

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 Master Service Agreement (MSA) #2023109 for Resuscitation Quality Improvement Telecommunicator CPR Program (RQI T-CPR) with RQI Partners, LLC, for the Telecommunicator-Cardiopulmonary Resuscitation e-learning course in the amount of \$16,875.00, and authorizing the execution of this agreement.

Background

Approval of this agenda item will support the operations for 911 Emergency Communications Department. The attached MSA and quote are for the Resuscitation Quality Improvement Telecommunicator CPR Program e-learning course which is a state mandated course for telecommunicators. The Texas Commission on Law Enforcement (TCOLE) has approved the RQI Partners course as the only other provider to offer an equivalency of the online version of the TCOLE course. The reason RQI Partners was selected over TCOLE is that in addition to the online class they also provide phone support to the individuals in training. Other vendors offer similar types of training, but those sessions are not TCOLE approved. Funding Source is 01.0100.0581.004232. The point of contact is Thomas Piche and Kate Wolf.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Master Service Agreement

TCOLE Letter

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Stephanie Robles

Final Approval Date: 01/19/2023

Reviewed By

Joy Simonton

Becky Pruitt

Date

01/18/2023 07:07 PM

01/19/2023 08:20 AM

Started On: 01/11/2023 04:08 PM

RESUSCITATION QUALITY IMPROVEMENT PROGRAM MASTER SERVICES AGREEMENT

This Resuscitation Quality Improvement (“RQI”) Master Services Agreement (“Agreement”) is entered into and effective as of the date this Agreement is fully executed below (“Effective Date”) by and between **RQI Partners, LLC** (“RQIP”), a Delaware Limited Liability Company with its principal place of business at 7272 Greenville Ave., Suite P2020, Dallas, Texas, 75231 and Williamson County, a political subdivision of the State of Texas, having its principal place of business at 911 Tracy Chambers Lane, Georgetown, TX 78626. **RQIP is a partnership between the American Heart Association (AHA) and Laerdal Medical Corporation**, specifically established to sell, service and support their Resuscitation Quality Improvement Program for customers on their behalf.

1. Definitions.

“RQI” means the Program portfolio as described in Section 2 and the subject of this Agreement.

“HeartCode” means the branded program, or its successors, which forms a part of the RQI Portfolio and delivers a program eLearning activity to enable learners to achieve a traditional AHA course completion ecard.

“System Activation” or “Activation” means the satisfactory installation of any equipment to be provided as a part of the Service, configuration of the learning platform, and proof that the system is operational evidenced by activation of systems for ten users.

“Order Form” means the ordering document representing purchase of any Services agreed to between the parties signed under this Agreement. The term “Order Form” also includes any subsequent document intended by the Parties to effect a change to the Service, such as a Change Order Form or Order Modification Form or Quotation.

“Service” means all services ordered by the Customer to be included in RQI Order Forms that are subject of this Agreement.

“Users” means Customer's employees, consultants, contractors, clients or agents who are authorized to use the Service and have been supplied user identifications and passwords by Customer, or by RQIP at Customer's request.

“AAP” means the American Academy of Pediatrics.

“NRP” means the Neonatal Resuscitation Program of the American Academy of Pediatrics.

“NRP ILT Licenses” means licenses for the instructor led training program of the American Academy of Pediatrics NRP Program.

“Subscription” means the unit of purchase for the Resuscitation Quality Improvement portion of the Program and involves a recurring program of activity over the defined period of the Agreement.

“License” means the unit of purchase for HeartCode and NRP ILT portion of the Program and involves the participation in learning activities as a one time or single activity.

2. Program Description – Resuscitation Quality Improvement (RQI).

The RQI portfolio of programs is a system developed jointly by the American Heart Association and Laerdal Medical AS to assist in the continuous improvement of resuscitation skills provided by healthcare workers. RQI Partners, LLC, is a partnership of the American Heart Association and Laerdal Medical Corporation established to sell, service and

support the RQI Program. The RQI portfolio of Programs also includes programs for the Neonatal Resuscitation Program (NRP) of the AAP, for which RQIP is the authorized licensee.

The program of services under this Agreement may utilize a variety of learning tools to assist in competence development through frequent, small quantities of learning activities, including performance feedback and measurement. The program of services implemented at Customer site includes some or all the following as specified in an Order Form:

- **Skills learning activities** for the practice of resuscitation skills using special simulation learning stations deployed at all locations;
- **Simulation Stations** that include all necessary equipment to ensure completion of skills learning activities;
- **Simulations & Feedback By Telephone** to allow emergency call takers to improve competence in guiding bystanders through critical resuscitation skills;
- **Knowledge and decision-making e-learning activities** and may include interactive web-based and video content;
- **HeartCode Program** an e-learning system which provides an alternative method of delivery of traditional AHA healthcare provider and course completion ecard;
- **NRP ILT Licenses** which provide eLearning and course completion materials developed by the AAP for the teaching of neonatal resuscitation skills and knowledge on instructor led programs.
- **Learning management system** to ensure the suitable management of learning activities within, reporting and administration of the program of services delivered to the customer;
- **Debriefing of Case Performance** to provide guidance on system improvement;
- **Rolling electronic eCredential maintenance** system that maintains the electronic credential for Verified Competence, compliance documents for the Customer, and the validity periods;
- **Get With The Guidelines -Resuscitation** system for collection of data and measurement of system improvement. Customers electing to engage in the Get With The Guidelines Resuscitation (GWTGR) system on an Order Form under this Agreement, must also have completed an American Heart Association Get With The Guidelines Unified Participation Agreement to be eligible in that activity.
- **Team Practice Activities** that provide the opportunity for participants to engage with teams in the practice of resuscitation events. If Team Practice Activities are to be added to the service, additional terms and conditions of delivery of the service will be provided with the Order Form.

3. Service.

- 3.1. **Provision of Service.** Customer agrees that the purchase of User Subscriptions or Licenses for Service is not contingent upon the delivery of any future functionality or features, nor is it dependent upon any oral or written public comments made by RQIP with respect to future functionality or features.
- 3.2. **Additional Users.** User Subscriptions for the Service are for named Users and cannot be shared or used by more than one User but may be reassigned by Customer to new Users replacing former Users who have separated from employment, changed job status or function, or otherwise no longer require ongoing use of the Service. Licenses for HeartCode and NRP ILT cannot be shared, used by more than one User or re-assigned. Licenses are considered consumed at User commencement in the program. Customer acknowledges that RQIP may conduct

consumption audits and invoice Customer, and Customer agrees to pay, for any consumption above the number of Subscriptions and/or Licenses specified in Customer's Order Forms, and also adjust future billing rates to the new Subscription and/or Licenses levels indicated by Customer's actual consumption. Unless otherwise specified in the relevant Order Form:

- (a) the term of the additional User Subscriptions and/or Licenses shall be coterminous with the expiration of the then current Subscription term; and
- (b) pricing for the additional User Subscriptions and/or Licenses shall be the same as that for the pre-existing Subscriptions or Licenses, prorated for the remainder of the then current term.

3.3. Administrative Users. Each Subscription will include a number of User accounts that include limited system administration features, the number of which shall be agreed from time to time between the parties.

3.4. Authorized Support Contacts. Customer will designate one or more Administrative Users who are authorized to invoke technical support and permit technical support technicians to access and make changes to Customer's Services.

4. Use of the Service.

The Service included in the Fees stated on the Order Form may include:

- 4.1. Simulation Learning Stations-** all equipment for skills simulation activities as provided on the Order Form (not including the use of any consumables required to operate the equipment). Except in the case of an out of box failure or product defect, Customer is responsible for replacing, where applicable, manikin faces and lungs, wipes, adult and infant bag, adult and infant clothing. Customer acknowledges that in receiving the Service it does not take title or ownership to any of the equipment provided for the Services under this Agreement.
- 4.2. System Activation** – services to ensure that equipment installed at the Customer's site is operational and that site administrators have been orientated to enable them to manage and operate the provided systems. An Activation Fee shall be included on the Order Form to cover such establishment charges.
- 4.3. Equipment Support** – services to ensure that the provided equipment for the Service remains operational and functional. In the case of failure of equipment RQIP will, as far as commercially reasonable, undertake to repair or replace at its own discretion and expense within five working days of the reported failure.
- 4.4. Customer Support** - standard telephone and online support to Customer's Authorized Support Contacts during normal RQIP Support Hours (generally Monday-Friday, 8 a.m. to 8 p.m. and Saturday 10 a.m. to 6 p.m. Eastern time, except holidays), which are subject to change.
- 4.5. Software and Data Handling** - use of commercially reasonable efforts to make the Service available 24 hours a day, 7 days a week, except for: (i) planned downtime; or (ii) any unavailability caused by circumstances beyond RQIP's reasonable control, including acts of God, acts of government, flood, fire, earthquakes, acts of terror, strikes or other labor problems (other than those involving RQIP employees), computer, telecommunications, internet service provider or hosting facility failures or delays involving hardware, software or power systems not within RQIP possession or reasonable control, and network intrusions or denial of service attacks.

5. Customer Responsibilities. Customer is responsible for all activities that occur under Customer's User accounts. Customer shall: (a) have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Data; (b) use commercially reasonable efforts to preserve and care for the Simulation Learning Stations and prevent unauthorized access to, or use of, the Service, and notify RQIP promptly of any unauthorized use; (c)

comply with all applicable local, state, federal, and foreign laws in using the Service and not use the Service in a manner that would violate any federal or state laws of the United States; and (d) not move any RQIP equipment beyond the designated facility where it was installed, modify, dispose of, transfer or otherwise devalue the Simulation Learning Stations without prior written approval by RQIP.

6. Fees & Payment.

6.1. Fees. Customer shall pay all fees specified in all executed Order Forms. Except as otherwise stated on an Order Form, all fees are quoted and paid in United States dollars. In the case of the Service, and except for Activation Fees and other services as stated on an Order Form:

- (a) fees are based on the number of User Subscriptions and/or Licenses purchased on the relevant Order Form, not the extent of actual consumption;
- (b) fees are non-refundable; and
- (c) the number of User Subscriptions and/or Licenses purchased cannot be decreased during the relevant term stated on the Order Form.

6.2. Customer Invoicing & Payment. Customer shall provide complete and accurate billing and contact information to RQIP and notify RQIP of any change to such information. Fees for the Service will be invoiced in advance in accordance with the terms set forth in the relevant Order Form. Any payment not received from Customer by the due date may accrue (except with respect to charges then under reasonable and good faith dispute), at RQIP's discretion, late charges at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date the payment was due until the date paid.

6.3. System Activation, Subscription, and License Fees. Upon completion of equipment delivery and System Activation as defined in Section 1 of this Agreement RQIP will initiate immediate billing for the Activation Fees. Unless otherwise provided on the Order Form, the fees for Subscriptions, and associated billing, on the Service shall commence on System Activation, provided, however, if the System Activation occurs on or before the 15th day of the month, then invoicing for Subscriptions shall commence as the 1st day of the same month. If the System Activation occurs on or after the 16th day of the month, then invoicing for Subscriptions shall commence as of the 1st day of the following month. In the case of Licenses, the Order Form shall state whether the fees for Licenses and associated billing, on the Service shall be upfront in the month of Activation or by periodic payment over the term of the contract.

6.4. Taxes. Unless otherwise stated, RQIP's fees do not include any local, state, federal or foreign taxes, levies or duties of any nature ("Taxes"). Customer is responsible for paying all Taxes, excluding only taxes based on RQIP's income. If RQIP has the legal obligation to pay or collect Taxes for which Customer is responsible under this section, the appropriate amount shall be invoiced to and paid by Customer unless the Customer qualifies for exemption of some or all of the Taxes and Customer provides RQIP with a valid tax exemption certificate authorized by each appropriate taxing authority.

6.5. Suspension of Service. If Customer's account is thirty (30) days or more overdue (except with respect to charges then under reasonable and good faith dispute), in addition to any of its other rights or remedies, RQIP reserves the right to suspend the Service provided to Customer, without liability to Customer, until the overdue amounts are paid in full.

7. Proprietary Rights.

- 7.1. Reservation of Rights.** Customer acknowledges that in providing the Service, RQIP utilizes (a) trademarks and service marks; (b) certain audio and visual information, documents, software and other works of authorship; and (c) other technology, software, hardware, products, know-how and other trade secrets, designs, inventions and other tangible or intangible technical material and other intellectual property licensed to RQIP (collectively, "RQIP Licensed IP") and that the RQIP Licensed IP is covered by intellectual property rights licensed to Customer under this Agreement (collectively, "RQIP IP Rights"). Other than as expressly stated in this Agreement, no license or other rights in or to the RQIP Licensed IP or RQIP IP Rights are granted to Customer, and all licenses and rights are expressly reserved.
- 7.2. License Grant.** To the extent Customer orders Services under this Agreement, RQIP grants Customer and its Users a worldwide, non-exclusive, non-transferable, non-sublicensable right to access and use the Service in accordance with the terms of this Agreement.
- 7.3. Restrictions.** Customer shall not (a) modify, copy or create derivative works based on the Service or RQIP Licensed IP; (b) create Internet "links" to or from the Service, or "frame" or "mirror" any content forming part of the Service, other than on Customer's own intranets; (c) disassemble, reverse engineer, or decompile the Service or RQIP Licensed IP, or access it in order to (i) build a competitive product or service; (ii) build a product or service using similar ideas, features, functions or graphics of the Service; or (iii) copy any ideas, features, functions or graphics of the Service; or (d) permit any use, removal or changes to any branding marks or logos on any components of the Service.

8. Customer Data.

- 8.1. General.** As between RQIP and Customer, all data obtained by RQIP from Customer through the provision of the Service, including all data results compiled by RQIP in providing the Service ("Customer Data") is owned exclusively by Customer. Customer Data shall be considered Confidential Information subject to the terms of this Agreement. Customer grants RQIP, the American Heart Association and Laerdal Medical, an unrestricted, royalty-free, irrevocable license to maintain and distribute aggregated compilations of Customer Data ("Aggregated Data") and to use such Aggregated Data for future studies and reports; provided, that the Aggregated Data will not reveal any personal information or the identity of Customer or any information in violation of FERPA (as defined below).
- 8.2. Learning Service Data.** RQIP may access Customer's User accounts, including Customer Data, solely to respond to service or technical problems or at Customer's request. Customer agrees that RQIP may distribute certain Customer Data to support service, licensing and accreditation organizations for the benefit of Users. RQIP will release the minimum data required to adequately credit Users for educational activities completed.

9. Confidentiality.

- 9.1. Definition of Confidential Information.** As used in this Agreement, "**Confidential Information**" means all confidential and proprietary information of a party ("**Disclosing Party**") disclosed to the other party ("**Receiving Party**"), whether orally or in writing, that is designated as confidential at the time of disclosure or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including the terms and conditions of this Agreement (including pricing and other terms reflected

in all Order Forms under this Agreement). Confidential Information expressly includes all proprietary information and details that are generally considered “trade secrets” in the medical education and quality improvement services, medical and health-related technology and resuscitation technology industries. Confidential Information (except for Customer Data) shall not include any information that: (a) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (c) was independently developed by the Receiving Party without breach of any obligation owed to the Disclosing Party; or (d) is received from a third party without breach of any obligation owed to the Disclosing Party.

9.2. Confidentiality. The Receiving Party shall not disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, except with the Disclosing Party's prior written permission. Each party agrees to protect the confidentiality of the Confidential Information of the other party in the same manner that it protects the confidentiality of its own proprietary and confidential information of like kind. If the Receiving Party is compelled by law to disclose Confidential Information of the Disclosing Party, it shall provide the Disclosing Party with prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.

9.3. Remedies. If the Receiving Party discloses or uses (or threatens to disclose or use) any Confidential Information of the Disclosing Party in breach of this Section 9, the Disclosing Party shall have the right, in addition to any other remedies, to seek injunctive relief, restraining order or other equitable relief to prevent breaches of this Section 9, it being specifically acknowledged by the parties that a violation of any of the terms of this Section 9 will cause the Disclosing Party irreparable injury for which adequate remedy at law is not available.

10. Warranties.

10.1. General. Each party represents and warrants that it has the legal power to enter into this Agreement. RQIP represents and warrants that (i) it will provide the Service in a manner consistent with general industry standards reasonably applicable to the provision of the Service; (ii) it owns or otherwise has sufficient rights to the Service and the RQIP Licensed IP to grant the rights and licenses granted in this Agreement; and (iii) the Service, RQIP Licensed IP and RQIP Licensed Rights do not infringe any intellectual property rights of any third party.

10.2. Non-Exclusion. RQIP represents and warrants that RQIP, its officers, directors, and employees (i) are not currently excluded, debarred, or otherwise ineligible to participate in the federal healthcare programs as defined in 42 U.S.C. §1320a-7b(f) (the “federal healthcare programs”), (ii) have not been convicted of a criminal offense related to the provision of healthcare items or services and have not been excluded, debarred, or otherwise declared ineligible to participate in the federal healthcare programs, and (iii) are not, to the best of its knowledge, under investigation or otherwise aware of any circumstances which may result in RQIP being excluded from participation in the federal healthcare programs. This shall be an ongoing representation and warranty and RQIP shall immediately notify Customer of any change in the status of the representations and warranty set forth in this section. Any breach of this section shall give Customer the right to terminate this Agreement immediately for cause.

10.3. FERPA. RQIP represents and warrants that it will not disclose any information in violation of the Family Educational Rights and Privacy Act (20 U.S.C. 1232g) and the Family Educational Rights and Privacy Act

Regulations (34 CFR Part 99), as amended or otherwise modified from time to time, and that Education Records, as defined by FERPA, shall remain in the ownership of Customer.

10.4. Disclaimer. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, RQIP MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. RQIP SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

11. Mutual Indemnification.

RQIP shall defend, indemnify, save, and hold harmless Customer its trustees, officers, employees and agents from and against any and all judgments, damages, costs and expenses, including reasonable attorney's fees, paid or incurred by Customer to the extent arising out of any claim, action or proceeding for the negligent acts or omissions of RQIP.

Customer shall defend, indemnify, save, and hold harmless RQIP its officers, employees and agents from and against any and all judgments, damages, costs and expenses, including reasonable attorney's fees, paid or incurred by RQIP to the extent arising out of any claim, action or proceeding for the negligent acts or omissions of Customer.

12. Limitation of Liability.

12.1. Limitation of Liability. EXCEPT FOR LIABILITY ARISING UNDER SECTIONS 6 (PAYMENT OF FEES), 7.3 (RESTRICTIONS), 9 (CONFIDENTIALITY), and 11 (INDEMNIFICATION), IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE LESSER OF \$50,000 OR THE AMOUNTS ACTUALLY PAID BY AND DUE FROM CUSTOMER UNDER THIS AGREEMENT FOR THE SERVICE.

12.2. Exclusion of Consequential and Related Damages. EXCEPT FOR LIABILITY ARISING UNDER SECTIONS 9 (CONFIDENTIALITY) and 11 (INDEMNIFICATION), IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS, LOSS OF USE, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF THE DAMAGE.

12.3. Limitation of Action. Except for actions for non-payment or breach of either party's intellectual property rights, no action (regardless of form) arising out of this Agreement may be commenced by either party more than two (2) years after the cause of action has accrued.

13. Term & Termination.

13.1. Term of Agreement. The Initial Term of this Agreement begins on the Effective Date and continues for **12** months from the date of System Activation. The parties may agree to extend or renew the Term of this Agreement, providing that the extension or renewal is approved in writing by both parties on an Order Form and states the conclusion date of the extended term, the price for the respective Subscriptions, Licenses, services and any changes to the terms of services.

13.2. Term of User Subscriptions and Licenses. The actual start date of terms for Licenses and Subscriptions are not determinable at the time of purchase. Upon System Activation, the commencement date of Licenses and Subscriptions purchased hereunder will be determined pursuant to 6.3 based on the *date from which* the

Customer is to be invoiced for the first time under this Agreement and shall continue for the respective term specified on the Order Form.

13.3. Termination for Cause. A party may terminate this Agreement for cause: (a) upon thirty (30) days written notice of a material breach to the other party if the breach remains uncured at the expiration of the cure period; or (b) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. Upon any termination for cause by Customer, RQIP shall refund Customer any prepaid fees for the Service for the remainder of the User subscription term after the date of termination. Termination shall not relieve Customer of the obligation to pay any fees accrued or payable to RQIP prior to the effective date of termination.

13.4. Effect of Termination.

- (a) **No Release.** The expiration or termination of this Agreement, for any reason, shall not release either Party from any obligation or liability to the other party under this Agreement that has already accrued, including any payment obligation, or that accrues between notice of termination and the effective date of termination. Following the termination of this Agreement, RQIP will invoice the Customer for any outstanding fees and expenses due and owing under this Agreement, and the Customer shall pay all such amounts to RQIP in accordance with the payment terms set forth in Section 6.
- (b) **Return of Materials.** Upon termination of this Agreement, Customer shall:
 - (i) in accordance with instructions given by either RQIP or its Service Provider, use reasonable care to remove any RQIP Equipment located at the Customer's premises, package all items, and insure and safely return such equipment to the address specified at the expense of the customer;
 - (ii) provide reasonable cooperation and assistance to and appropriate access by RQIP or its Service Provider for deactivating the Services; and, if applicable, removing equipment; and
 - (iii) if termination was by RQIP for cause or for convenience by Customer, pay all reasonable fees and expenses related to the deactivation, removal, packaging, shipping and delivery of, and any tangible items related to, the Services, including travel costs if work at Customer's location(s) is required.

13.5. Surviving Provisions. The following provisions shall survive any termination or expiration of this Agreement: Sections 5 through 9, 11, 12, and 16 and paragraph 13.4.

13.6. 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, Customer will only be liable for its pro rata share of services rendered and goods actually received.

14. General Terms for Order Form - An Order Form and the use of the Service(s) ordered shall be governed in all cases by this Master Services Agreement between RQIP and Customer. An Order Form shall state any services or changes to be covered by the Order Form, pricing for any services to be provided under the Order Form, and any special conditions. Any additional terms and conditions specific to the Service(s) shall not be effective until the Order Form is signed by Customer's authorized representatives. If an Order Form is to be agreed between the parties at the time of signing this Agreement, it shall be included as Exhibit A and shall be considered authorized by the signing of this Agreement. The Order is intended by both parties to run for the full term for each Service in the Order Details, and Customer acknowledges by signing the Order Form that Customer is aware of the current expiration date of the Agreement and the provisions for renewal and termination.

15. General Provisions.

- 15.1. Relationship of the Parties.** This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.
- 15.2. Notices.** All required notices under this Agreement shall be given to the party's address first written above, in writing by (i) personal delivery, (ii) a nationally recognized, next-day courier services, (iii) first class registered or certified mail, postage prepaid. A notice given under this Agreement will be effective on the other party's receipt of the notice; or if mailed, the earlier of the other party's receipt of it or the fifth business day after mailing.
- 15.3. Publicity.** Neither party may issue press releases relating to this Agreement without the other party's prior written consent. Either party may include the name and logo of the other party in lists of customers or vendors in accordance with the other party's standard guidelines.
- 15.4. Waiver and Cumulative Remedies.** No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right. Other than as expressly stated in this Agreement, the remedies provided in the Agreement are in addition to, and not exclusive of, any other remedies of a party at law or in equity.
- 15.5. Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.

16. Assignment. Neither party may assign any of its rights or obligations under this Agreement, whether by operation of law or otherwise, without the prior express written consent of the other party. Notwithstanding the foregoing, either party may assign this Agreement together with all rights and obligations under this Agreement, without consent of the other party, in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Any attempt by a party to assign its rights or obligations under this Agreement in breach of this section shall be void and of no effect. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

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

18. Right to Audit. RQIP agrees that Customer or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all

books, documents, papers and records of RQIP which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. RQIP agrees that Customer shall have access during normal working hours to all necessary RQIP 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 RQIP reasonable advance notice of intended audits

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

20. 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 Customer's rights.

21. Mediation. The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this Contract.

Governing Law and Venue. This Agreement shall be governed exclusively by the law of the State of Texas. The courts of Williamson County, Texas shall have exclusive jurisdiction to adjudicate any dispute arising out of or relating to this Agreement. Each party consents to the exclusive jurisdiction of these courts. Each party also waives any right to jury trial in connection with any action or litigation in any way arising out of or related to this Agreement.

22. Entire Agreement. This Agreement, including all exhibits and addenda and all Order Forms signed under this Agreement, constitutes the entire agreement between the parties, and supersedes all prior agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by the parties. In the event of any conflict between the provisions in this Agreement and any exhibit or addendum, or Order Form, the terms of the exhibit, addendum or Order Form shall prevail to the extent of any inconsistency. Notwithstanding any language to the contrary within it, no terms or conditions stated in a Customer purchase order or in any other Customer order documentation (excluding Order Forms) shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void.

23. Counterparts. This Agreement may be executed in counterparts, either in physical or digital form, which, taken together, shall form one legal instrument.

RQI Program Master Services Agreement – Rev 10/1/2022

AGREED

RQI Partners, LLC

By: Julie Buckingham

Print Name: Julie Buckingham

Title: Program Director, RQI T-CPR

Date: 1/4/2023

Williamson County

By: _____

Print Name: _____

Title: _____

Date: _____

Quote good through: May 2, 2022

Exhibit A

Quotation


 An American Heart Association®
and Laerdal® Program

RQI Partners LLC
 7272 Greenville Avenue
 Dallas,
 Texas 75231
 USA

 Quote#: [REDACTED]
 Date: December 28, 2022
 Expires On: March 1, 2023

CUSTOMER:
 Katherine (Kate) Wolf
 Williamson County Emergency Communications
 911 Tracy Chambers Lane
 Georgetown
 Texas
 United States
 78626

ACCOUNT MANAGER:
 Julie Buckingham
 julie.buckingham@qipartners.com

PRODUCTS FAMILY: RQI				
PRODUCT	QUANTITY	CONTRACTED TERM	PRICE PER UNIT	TOTAL PRICE
RQI Telecommunicator CPR Course Essentials	65	12	\$55.00	\$3,575.00
RQI Telecommunicator Perpetual Curricula Challenger	65	12	\$20.00	\$1,300.00
RQI Telecommunicator Perpetual Curricula	65	12	\$100.00	\$6,500.00
RQI Telecommunicator CPR Simulation Skills Training	65	12	\$55.00	\$5,500.00
RQI Telecommunicator CPR Simulation Skills Training	100	12		
RQI Telecommunicator Cardiac Arrest Case Review Program				
PRODUCTS FAMILY: SERVICES				
PRODUCT	QUANTITY	CONTRACTED TERM	PRICE PER UNIT	TOTAL PRICE
RQI T-CPR Activation Fee	65	12	\$0.00	\$0.00
Activation fee for RQI-T				
QUOTE TOTALS				
			Quote Total:	\$16,875.00

Exhibit A

Terms and Conditions

All Prices are in USD

This quotation represents a good faith offer for services offered by RQI Partners LLC. Unless withdrawn orally or in writing by RQI Partners prior to acceptance, this quotation will be accepted by signing and returning to the representative of the Company that made the offer. The agreement created by your acceptance of the offer guarantees the pricing indicated in this quotation. The aforementioned notwithstanding, to the extent RQI Partners requires a Master Service Agreement with your purchase or you have already entered into a Master Service Agreement with RQIP, then this quotation is subject to the additional terms and conditions in the Master Service Agreement that your organization and RQI Partners will be required to execute, or will be subject to a Master Service Agreement that already exists with your organization. You will have 60 days to review and accept or reject the offer without any penalty to you. After that 60-day period, the offer in the quotation will expire, unless extended by RQI Partners.

The customer acknowledges that RQI Partners may conduct usage audits and agrees to pay, as will be provided for in the Master Service Agreement, for any usage above the number of subscriptions specified in this quotation and/or the final Order Form. In the event Customer does not enter into a Master Service Agreement, Customer nonetheless understands and agrees that RQI Partners may conduct usage audits and agrees to pay for any usage above the number of subscriptions specified in this quotation and/or final Order Form. Except in the case of out of box failure or product defect, the customer may be responsible for replacing manikin faces, lungs and wipes, adult and infant resuscitation bags and manikin clothing.

This quotation is exclusive of relevant sales taxes. Relevant sales taxes will be added to all invoices unless customers provides evidence of tax-exempt status. The State tax is State dependent and not known at this time.

Customer agrees to be bound by the Terms and Conditions and to pay all amounts shown on this Quotation. Subscription and license fees may be invoiced over the term of the agreement. The default invoicing frequency will be annual, unless customer indicates otherwise. Alternate invoice frequencies include upfront, semi-annual, quarterly and monthly. Fees for activations, custom services and licenses not covered by an MSA will be invoiced upon delivery.



Kim Vickers
Executive Director

TEXAS COMMISSION ON LAW ENFORCEMENT

May 12, 2022

RQI Partners
7272 Greenville Ave, Suite P2020
Dallas, TX 75231

Reference: T-CPR online course

The Texas Commission on Law Enforcement – Education Services had the opportunity to review the e-learning Telecommunicator-Cardiopulmonary Resuscitation (T-CPR) course created by RQI Partners. This e-learning course was designed to meet the learning objectives for the Texas Commission on Law Enforcement's – Cardiac Emergency Communication course (course # 786).

We are pleased to inform RQI Partners the e-learning T-CPR course has met the State minimum requirements set by the Texas Commission on Law Enforcement. RQI Partners is authorized to offer this course and agencies may report course completion using the Cardiac Emergency Communication course number 786.

Respectfully,

Rachel B. Rinehart
Education Services Supervisor
Texas Commission on Law Enforcement
6330 East Highway 290, Suite 200, Austin, Texas 78723
Office: (512) 936-7700

Commissioners Court - Regular Session**11.****Meeting Date:** 01/24/2023

Trailer Mounted License Plate Reader from Millenium Products, Inc., for the Sheriff's Office

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

Information**Agenda Item**

Discuss, consider, and take appropriate action on approving the purchase between Williamson County and Millenium Products, Inc., contract number #2023115, for a total of \$52,537.38, pursuant to contract #GSA-07F-0031W, and authorizing the execution of the contract.

Background

The approval of this purchase will benefit the Williamson County Sheriff's office with a trailer mounted license plate reader for traffic safety and surveillance. The attached quote details the equipment and warranties being purchased. License plate readers are capable of reading plates at angles, damaged plates and multiple plates at the same time. Legal, Contract Audit and Budget have reviewed this contract. The line item being charged is 01.0410.0413.005008 (seized funds). The department point of contact is Charles Kelley.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Millenium Products Redacted Quote

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Mary Watson

Final Approval Date: 01/19/2023

Reviewed By

Joy Simonton

Becky Pruitt

Date

01/18/2023 07:04 PM

01/19/2023 08:18 AM

Started On: 01/11/2023 09:01 AM

**Millenium Products, Inc.**

621 Monte Cristo Blvd
Saint Petersburg, FL 33715
Office Phone: 888-901-7430

Purchaser: Williamson County, a political subdivision of the
State of Texas
Purchaser Phone Number: 512-948-2632 (Contact Charles Kelly)
Purchaser Email: ckelley@wilco.org
Quote Name: Williamson County Sheriffs Office (TX) - LPR Speed Trailer
GSA
Quote #: [REDACTED]
Job Number: [REDACTED]
Date: 1/5/2023, 6:51 AM
Expires On: 2/4/2023
Phone: 888-901-7430
Fax: 801-469-7778
Email: asa@milleniumproducts.net
[REDACTED]

GS-07F-0231N: Air Compressors, Generators Light
Towers, Fuel Tanks & Trailers

GS-07F-0031W: Surveillance Equipment
GS-07F-5791R: Traffic Safety Equipment

GSA Purchase Orders must indicate the GSA contract number in order to receive pricing on this quote. Orders received not indicating a GSA contract number can be accepted at open market pricing only.

Your governmental agency is eligible for the following GSA pricing on GSA Contract:

Ship To
Williamson County Sheriffs Office (TX)
508 S Rock St
Georgetown, TX 78626
USA

Bill To
Williamson County Sheriffs Office (TX)
508 S Rock St
Georgetown, TX 78626
USA

SALESPERSON	Phone Number	EMAIL	DELIVERY METHOD	PAYMENT METHOD
John Hixon		jhixon@vettedsecuritysolutions.com		Net 30

QTY	PART #	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.00	GSA-VSS-SS-TRL-LPR	Our ALPR Speed self sustaining trailer has a 2x 740nm 75mm ALPR Cameras w/ onboard PC, keyboard, mouse, remote web monitor which gives you the capability to view power levels / solar charging remotely. It also has intelligent low voltage disconnects and high and low temperature shut offs. This trailer utilizes additional solar and batteries to remain completely self sustaining	\$41,354.09	\$41,354.09
1.00	GSA-VSS-SL	Per System License for Mobile or Fixed LPR (License Plate Reader) System	\$881.61	\$881.61
2.00	GSA-VSS-CL1	Basic Service License for 0-14 Cameras	\$528.96	\$1,057.92
1.00	VSS-SHIP-TRLR	Flat Rate Shipping for Trailer	\$950.00	\$950.00
8.00	GSA-VSS11HWW	Mobile LPR 1-Camera kit Extended Hardware Warranty - Valid for 1 year from standard warranty expiration	\$518.36	\$4,146.88
8.00	GSA-VSS11SWW	Mobile LPR 1-Camera kit Extended Software Warranty - Valid for 1 year from standard warranty expiration	\$518.36	\$4,146.88

QTY	PART #	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
			TOTAL:	\$52,537.38

Notes

Terms & Conditions

- No Waiver of Sovereign Immunity or Powers: Nothing in this purchase agreement will be deemed to constitute a waiver of sovereign immunity or powers of Customer, the Williamson County Commissioners Court, or the Williamson County Judge.
- 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 Customer's rights.
- 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, Customer will only be liable for its pro rata share of services rendered and goods actually received.
- Texas Prompt Payment Act Compliance: Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date Customer receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by Customer in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of Customer's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.
- Mediation: The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this Contract.
- Venue and Governing Law: Venue of this contract shall be Williamson County, Texas, and the law of the State of Texas shall govern.
- Right to Audit: Company agrees that Customer or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Company which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Company agrees that Customer shall have access during normal working hours to all necessary Company facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. Customer shall give Company reasonable advance notice of intended audits.
- If at any time the following terms are deemed to be in conflict with GSA Schedule terms, GSA terms will supersede.
- CLK fees are shown for budget purposes only. Please DO NOT issue PO to Millenium Products, Inc. for renewals of CLK fees.
- Any use tax, sales tax, excise tax, duty, custom, inspection or testing fee, or any other tax, fee, or charge of any nature whatsoever imposed by any governmental authority, on or measured by the transaction between Millenium Products, Inc. and Purchaser shall be paid by Purchaser in addition to the price quoted or invoiced. In the event Millenium, Products, Inc. is required to pay any such tax, fee, or charge, Purchaser shall reimburse Millenium Products, Inc. therefore or, in lieu of such payment, Purchaser shall provide Millenium Products, Inc. at the time the Contract is submitted an exemption certificate or other document acceptable to the authority imposing the tax, fee or charge.

Since 1999 Powerful Solutions Proven Results

Generators • Portable Light Towers • Traffic Safety equipment • Surveillance Equipment • Fuel Trailers • Air Compressors License Plate Reader/ALPR Systems • Real-Time Crime Centers • Mobile Command Centers

Project Total: \$52,537.38

Customer Signature:

Effective Date:

____ / ____ / ____

Name (Print):

Title:

Vendor Signature:

Lori Hipskind

Effective Date:

1 / 12 / 2023

Name (Print):

Lori Hipskind

Title:

Operations Manager

Please sign and email to lori@milleniumproducts.net
THANK YOU FOR YOUR BUSINESS!

Commissioners Court - Regular Session**12.****Meeting Date:** 01/24/2023

Approval of Agreement for Wireless Hot Spot Internet Connectivity from T-Mobile for the Elections 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 agreement #2023117, between Williamson County and T-Mobile for wireless internet connectivity services for 102 hot spot devices for a total monthly rate of \$842.44, pursuant to GSA contract #47QTCA22D008N, and authorizing the execution of the agreement.

Background

This is a two-year (2) contract that will benefit the Williamson County Elections Department with wireless internet connectivity services for 102 hot spot devices. The attached funding document is required from T-Mobile. T-Mobile offers discounted rates through the GSA contract. Legal, Contract Audit, Budget and IT have reviewed this contract. Nine (9) months x \$842.44 (monthly rate) = \$7,581.96 total. The device account detail has not been attached for security purposes. The line items being charged are 01.0100.0492.004210 and 01.0375.0375.004210 as budgeted in the FY23 budget. The department point of contact is Chris Davis.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

T-Mobile Redacted Contract

Form Review**Inbox**

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Mary Watson
Final Approval Date: 01/19/2023

Reviewed By

Joy Simonton
Becky Pruitt

Date

01/19/2023 10:51 AM
01/19/2023 10:55 AM
Started On: 01/11/2023 08:41 AM

FUNDING DOCUMENT FOR T-MOBILE PRODUCTS & SERVICES (GSA Contract)**12/06/2022**

Vikki Farrow

Williamson County

710 Main Street Georgetown, TX 78626

vikki.farrow@wilco.org

Attn: T-Mobile USA, Inc.:

The following T-Mobile Billing Account Number(s) listed below and all applicable T-Mobile lines of service on these accounts will move all existing lines to and are eligible to purchase new T-Mobile products and services under the GSA Schedule Contract No. 47QTCA22D008N with T-Mobile ("T-Mobile GSA Contract").

T-Mobile Billing Account Numbers: [REDACTED]

I hereby certify that: (1) the information provided herein is true and accurate as of the date of this funding document; (2) I am an authorized purchaser for **[Williamson County]** ("Customer"); (3) Customer is electing to move all existing T-Mobile lines of service under the referenced T-Mobile Billing Account Numbers from their existing T-Mobile contract(s) to the T-Mobile GSA Contract; (4) all orders placed by Customer will be in accordance with and subject to the pricing, terms and conditions under the T-Mobile GSA Contract; and (5) T-Mobile is authorized to invoice in arrears the total dollar amount for services and equipment ordered by an authorized purchaser for Customer.

Furthermore, I certify: (1) Customer shall pay charges incurred for the period of time the lines of service are active with T-Mobile and until written notice of cancellation is provided to T-Mobile by Customer; and (2) Customer acknowledges and understands that T-Mobile will not automatically terminate lines of service until written notice of cancellation is received by T-Mobile. Customer agrees to pay T-Mobile for all fees and charges for services and equipment received up to the effective date of cancellation.

If there is a change in the above certifications or information, it is the responsibility of Customer to provide prompt written notification to T-Mobile to the following address:

T-Mobile USA, Inc.

12920 S.E. 38th Street

Bellevue, WA 98006

ATTN: Vice President, T-Mobile for Government

With an email copy to: Legal_Government_Contracts@t-mobile.com

Signed by Authorized Customer Representative: _____

Name & Title: _____

Customer Name: _____



Commissioners Court - Regular Session**13.****Meeting Date:** 01/24/2023

Award of RFP #23RFP5 Commercial Lease of 311 N. Main St., Georgetown, TX to LifeSteps Council on Alcohol and Drugs, Inc. 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 awarding RFP #23RFP5 Commercial Lease of 311 N. Main St., Georgetown, TX to LifeSteps Council on Alcohol and Drugs, Inc., and executing the agreement.

Background

Williamson County sent out sixteen (16) notifications with four (4) document takers with one (1) vendor submitting a response. The vendor was evaluated, and the evaluation team recommends that LifeSteps Council on Alcohol and Drugs, Inc. be awarded the lease. The initial term of the lease shall be for a period of four (4) years commencing on February 1, 2023, and ending at midnight on January 31, 2027. The lease may be extended for an additional four (4) year period. The vendor agrees to pay \$600.00 per month, plus \$551.32 per month as additional rent of 1/12 payment of estimated annual real property taxes. This is a revenue line item, and the point of contact is Shantil Moore.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Vendor Proposal
Scoresheet redacted
Signed Lease Agreement

Form Review**Inbox**

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Johnny Grimaldo
Final Approval Date: 01/19/2023

Reviewed By

Joy Simonton
Becky Pruitt

Date

01/19/2023 09:07 AM
01/19/2023 09:08 AM
Started On: 01/18/2023 03:33 PM

Executive Summary

Executive Summary

LifeSteps Council on Alcohol and Drugs (LifeSteps), formally known as Williamson County Council on Alcohol and Drugs, is a multi-county service provider focused on substance use prevention, education, intervention, and assessments related to alcohol, tobacco, and other drugs (ATOD) and the effects on individuals, families, and communities. LifeSteps has cultivated strong working relationships with local schools, health departments, law enforcement, legal and justice system, family medical clinics, substance treatment providers, government, and many local social service agencies.

LifeSteps is the current tenants, utilizing 311 S Main St. Georgetown, TX 78626. We have maintained the inside and taken well-care for the inside of the property, while ensuring the property is damage-free. Many years ago, the beautiful office space was provided to LifeSteps to operate and provide a life-saving services in the Williamson County. At the time there were no other company or organizations in Williamson County providing similar services. LifeSteps is the most qualified tenant to lease the commercial property at 311 S. Main St. Georgetown, Texas, 78626, because its mission and values align to enhance and benefit the members of the Williamson County Community and surrounding neighbors. LifeSteps' mission is to improve our community's health, safety, and well-being by preventing substance use disorders, providing early intervention, and supporting long-term recovery. Since 1978, LifeSteps has served individuals and families in transition, assisting them in navigating life challenges related to struggling with the battle of addiction

LifeSteps strategically aligns with a diverse group of community members, law enforcement entities, nonprofit organizations, schools, city and county employees, and volunteers. Our organization helps to empower and motivate individuals while building their self-worth. Our licensed chemical dependency counselors conduct various assessments and screenings and refer clients to the appropriate treatment services. Certified prevention specialists provide prevention education throughout Williamson and Bastrop counties. The federal education instructors at LifeSteps teach state-mandated educational classes for offenders referred by the criminal justice system. The coalition extends the reach and ability of Life Steps to advocate for the continued expansion of behavioral health prevention services, helping identify unresolved service gaps and barriers. Our experienced staff serves on a multitude of coalitions and work groups throughout central TX to reduce the prevalence of substance usage and increase alcohol, tobacco, and other drug prevention services. LifeSteps case managers provide prevention and intervention services, including but not limited to case management, psycho-educational classes, referrals, and supportive services to expecting and/or parenting mothers and fathers, to create a nurturing home substance-free.



Purchasing Department

Form CIQ

CONFLICT OF INTEREST QUESTIONNAIRE

This form is intentionally left blank

LifeSteps Council on Alcohol and Drugs does not have a conflict of interest with Williamson County.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

- (2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;
or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.



Form: D

References

References	
Contact Person:	Madewell, Mariah
Company Name:	LifeSteps Board of Directors
Phone Number:	512-863-2567
Email Address:	mmadewell@firsttexasbank.com
Description of services performed:	LifeSteps Board President

References	
Contact Person:	Brightwell, George
Company Name:	LifeSteps Board of Directors
Phone Number:	512-863-8702
Email Address:	brightwg@southwestern.edu
Description of services performed:	Secretary/Treasury

References	
Contact Person:	Perez, Gordon
Company Name:	LifeSteps Board of Directors
Phone Number:	512-852-2743
Email Address:	gordonperez@hotmail.com
Description of services performed:	Immediate Past President



Form: D

SIMILAR CONTRACTS:

SIMILAR CONTRACTS	
Company Name:	H & D Enterprises
POC Name & Title:	Dan L. Peterson, Landlord
Phone Number:	(512) 255-3000
Contract Number:	2105 N. Mays Round Rock, TX 78664
Dates of Performances:	8/01/2011- Current

SIMILAR CONTRACTS	
Company Name:	Austin Groups for the Elderly (AGE)
POC Name & Title:	Rhonda Aldape
Phone Number:	(512) 600-9286
Contract Number:	3710 Cedar, Room 282, Austin, TX 78705
Dates of Performances:	9/15/2018- Current

SIMILAR CONTRACTS	
Company Name:	Investors Real Estate
POC Name & Title:	Douglas C Dierksen
Phone Number:	(254) 754-6669
Contract Number:	3221 Franklin Ave. Rm 202 & 204
Dates of Performances:	11/16/2012- Current



Purchasing Department

Form: D

CANCELLED OR TERMINATED CONTRACTS: Not Applicable,



Executive Summary

Executive Summary

LifeSteps Council on Alcohol and Drugs (LifeSteps), formally known as Williamson County Council on Alcohol and Drugs, is a multi-county service provider focused on substance use prevention, education, intervention, and assessments related to alcohol, tobacco, and other drugs (ATOD) and the effects on individuals, families, and communities. LifeSteps has cultivated strong working relationships with local schools, health departments, law enforcement, legal and justice system, family medical clinics, substance treatment providers, government, and many local social service agencies.

LifeSteps is the current tenants, utilizing 311 S Main St. Georgetown, TX 78626. We have maintained the inside and taken well-care for the inside of the property, while ensuring the property is damage-free. Many years ago, the beautiful office space was provided to LifeSteps to operate and provide a life-saving services in the Williamson County. At the time there were no other company or organizations in Williamson County providing similar services. LifeSteps is the most qualified tenant to lease the commercial property at 311 S. Main St. Georgetown, Texas, 78626, because its mission and values align to enhance and benefit the members of the Williamson County Community and surrounding neighbors. LifeSteps' mission is to improve our community's health, safety, and well-being by preventing substance use disorders, providing early intervention, and supporting long-term recovery. Since 1978, LifeSteps has served individuals and families in transition, assisting them in navigating life challenges related to struggling with the battle of addiction

LifeSteps strategically aligns with a diverse group of community members, law enforcement entities, nonprofit organizations, schools, city and county employees, and volunteers. Our organization helps to empower and motivate individuals while building their self-worth. Our licensed chemical dependency counselors conduct various assessments and screenings and refer clients to the appropriate treatment services. Certified prevention specialists provide prevention education throughout Williamson and Bastrop counties. The federal education instructors at LifeSteps teach state-mandated educational classes for offenders referred by the criminal justice system. The coalition extends the reach and ability of Life Steps to advocate for the continued expansion of behavioral health prevention services, helping identify unresolved service gaps and barriers. Our experienced staff serves on a multitude of coalitions and work groups throughout central TX to reduce the prevalence of substance usage and increase alcohol, tobacco, and other drug prevention services. LifeSteps case managers provide prevention and intervention services, including but not limited to case management, psycho-educational classes, referrals, and supportive services to expecting and/or parenting mothers and fathers, to create a nurturing home substance-free.

Williamson County 22RFP143 RFP Commercial Lease of 311 N Main, Georgetown, TX		
Proposed Monthly Rent Amount	Plus Taxes	Monthly Total
\$ 600.00	\$551.32	\$ 1,151.32

Williamson County 23RFP5 Commercial Lease of 311 N Main, Georgetown, TX 78626**Evaluation Date: 11/14/2022 @ 9 am**

Evaluation Criteria	Max Points	Life Steps Council on Alcohol and Drugs (Life Steps)
Proposed Rental Price per month Payable to Williamson County	15	15
Any alteration and improvement that you intend to make to Leased Premises	15	0
How do you intend to use the Leased Premises	15	15
How long has you, your company or organization been in business	15	15
What would be your hours of operations at the Leases Premises	10	0
Any additional information that you believe would be of interest to Williamson County in relation to your proposal.	10	10
Leasing References	20	10
Total	100	65

COMMERCIAL LEASE AGREEMENT

THIS COMMERCIAL LEASE AGREEMENT (the "Lease") is made between Williamson County, a political subdivision of the State of Texas, hereafter called "Lessor", and LifeSteps Council on Alcohol and Drugs, Inc., a Texas non-profit corporation (LifeSteps), hereafter called "Lessee".

The parties agree as follows:

AGREEMENT TO LEASE AND DESCRIPTION OF THE PROPERTY. The Lessor leases to the Lessee, and the Lessee rents from the Lessor, the following described commercial property: That certain property designated as follows: 311 Main Street, Georgetown, Texas (WCAD R048318) (Whittle Addition, Block 3, Lot 2(SW/Pt), .16 Acres) which contains an approximate 844 square foot building; being further depicted in **Exhibit "A"**, being attached hereto and incorporated herein (the "Leased Premises").

1. TERMS OF LEASE.

A. Initial Term. The initial term of this Lease shall be a period of four (4) years, commencing on February 1, 2023 ("Commencement Date"), and ending at midnight on January 31, 2027 (the "Initial Term").

B. Extension Term. The Williamson County Commissioners Court reserves the right, at its sole discretion, to extend this Lease, for up to four (4) additional one (1) year terms as it deems in the best interest of Williamson County; provided that Lessee also wishes to extend this Lease (each being referred to individually as an "Extension Term" and collectively as "Extension Terms"). The Extension Term shall begin on the expiration of the Initial Term. All terms, covenants, and provisions of this Lease shall apply to such Extension Term. The total term of this Lease, including all Extension Terms, if any, shall not exceed a maximum combined period of eight (8) years.

C. Termination. The Initial Term and any Extension Term are subject to the termination rights set out herein.

2. RENTAL.

A. Rental for Initial Term. In advance on the first (1st) day of each calendar month, beginning on the Commencement Date, Lessee agrees to pay, without demand, deduction or offset, to Lessor \$ 600.00 as rent for the Leased Premises, **plus** \$551.32 as additional rent for Lessee's One-Twelfth (1/12) payment of the estimated annual real property taxes for the Leased Premises, as set forth below. Payment of said amounts shall be made to Williamson County, Texas in care of: Williamson County Auditor's Office, Attn: Finance

Director, 710 Main Street, Suite 301, Georgetown, Texas 78626, or such other place as Lessor may designate in writing.

B. Rent Adjustment for Extension Term(s). Following the Initial Term, the rent will be adjusted on the first day of the Extension Term, if any, (the "Adjustment Date") to reflect increases in the Consumer Price Index for "All Urban Consumers, U.S. City Average, All Items," issued by the Bureau of Labor Statistics of the United States Department of Labor. The adjustments in the then current rent will be determined by multiplying the rental amount paid during the Initial Term ("Initial Base Rent") by a fraction, the numerator of which is the most recently published index number prior to the last month before the adjustment and the denominator of which is the index number for the first month of the Initial Term. If the product is greater than the Initial Base Rent, Lessee will pay this greater amount as base rent until the next rental adjustment. The base rent for any Extension Term will never be less than the Initial Base Rent.

C. Untimely or Insufficient Payment of Rent. If Lessee fails to timely pay any month's rent, Lessee will pay Lessor an initial late charge of FIFTY DOLLARS (\$50.00), plus additional late charges of TEN DOLLARS (\$10.00) per calendar day thereafter until rent is paid in full. Time is of the essence for the payment of rent. **Lessee hereby acknowledges that strict compliance with rental due dates is required and that there is no grace period pertaining to the payment of rent.** Any waiver of late charges or failure to collect late charges under this paragraph will not affect or diminish any other right or remedy Lessor may exercise, at law or in equity, for Lessee's failure to timely pay rent (including but not limited to reporting late payments to consumer reporting agencies).

Lessee further agrees to pay Lessor TWENTY-FIVE DOLLARS (\$25.00) for each check Lessee tenders to Lessor which is returned by the institution on which it is drawn for any reason, plus initial and additional late charges until Lessor has received payment in full. Lessor may, upon written notice to Lessee, require Lessee to pay all rents by money order, cashier's check, certified funds, or other means acceptable to Lessor.

3. TAXES.

A. Personal Property Taxes. Lessee agrees to pay any taxes levied against the personal property and trade fixtures of the Lessee in and about the Leased Premises, provided, however, that if any such taxes of Lessee are levied against Lessor or Lessor's property or if the assessed value of Lessor's property is increased by the inclusion of the value placed on Lessee's property and Lessor pays those taxes, Lessee, on demand, shall reimburse Lessor for all taxes actually paid on Lessee's behalf.

B. Real Property Tax Reimbursement: Lessee agrees to pay all taxes, assessments and governmental charges of any kind and nature whatsoever (hereinafter collectively referred to as the "Taxes"), levied or assessed against the Leased Premises. Included also shall be Lessee's share of all costs in contesting, rendering and otherwise adjusting the

Taxes.

1. **Payment of Taxes to Lessor:** On the first (1st) day of each month during the Initial Term and any Extension Term, Lessee shall pay to Lessor, as additional rent, without offset or deduction, an amount equal to one-twelfth (1/12) of the estimated Taxes as calculated by Lessor (prorated for any partial month). The estimated one-twelfth (1/12) monthly Tax payment for the first year of the Initial Term is set forth above in Section 2 (A.).
2. **Tax Statement: Deficiency or Offset of Tax Costs:** On or before January 31st of the Initial Term or any Extension Term of the Lease, Lessor shall furnish to Lessee a tax statement showing the total actual Tax costs for such Lease term and the total amount of Tax payments made by Lessee during such Lease term.
 - a. If Lessee's actual Tax costs exceeds the aggregate of Lessee's monthly payments made during the current year, Lessee shall pay Lessor the deficiency within thirty (30) calendar days after receipt of the statement.
 - b. If Lessee's monthly payments exceed Lessee's actual Tax costs as shown in the statement, Lessee shall be entitled to offset the excess against payments thereafter becoming due for Lessee's actual Tax costs.
 - c. Lessee's rent payment shall be adjusted in the event the Taxes increase or decrease thereby causing the Lessee's actual Tax costs to change. The Lessor will notify Lessee of any rent adjustment in the tax statement that is sent to Lessee on or before January 31st.
3. **Remedy for Non-Payment:** If Lessee should fail to pay any Taxes, assessments, or governmental charges required to be paid by Lessee hereunder, in addition to any other remedies provided herein, Lessor may, if Lessor so elects, pay such Taxes, assessments and governmental charges. Any sums so paid by Lessor shall be deemed to be so much additional rental owing by Lessee to Lessor and due and payable upon demand as additional rental plus interest at the maximum rate of interest allowed by law from the date of payment by Lessor until repaid by Lessee. Any and all remedies that are set out herein for the late payment of rents may also be exercised by Lessor in relation to late payments of any Taxes, assessments, or governmental charges required to be paid by Lessee hereunder.
4. **Adjustment to Taxes; Contest of Taxes:**
 - a. Lessee may, at its or their sole cost and expense, in its own name(s)

and/or in the name of Lessor, dispute and contest the Taxes by appropriate proceedings diligently conducted in good faith but only after Lessee, joining with Lessee in such contest have deposited with the Lessor the amount so contested and unpaid, which shall be held by Lessor without obligation for interest until the termination of the proceedings, at which times the amount(s) deposited shall be applied by Lessor toward the payment of the items held valid (plus any court costs, interest, penalties and other liabilities associated with the proceedings), and Lessee's share of the excess shall be returned to Lessee. Lessee further agrees to pay to Lessor upon demand Lessee's share (as among all lessees who participated in the contest) of all court costs, interests, penalties, and other liabilities relating to such proceedings.

- b. Any payment to be made pursuant to this section with respect to the real estate tax year in which this Lease commences or terminates shall bear the same ratio to the payment which would be required to be made for the full tax year as that part of such tax year covered by the term of this Lease bears to a full tax year.

- 5. **Property Tax Exempt Status:** If Lessee submits an application or other documentation in order to seek property tax exempt status and obtains property tax exemption status during any time period following the execution of this Lease and no property taxes are assessed against the Leased Premises for such time period, Lessee shall not be required to pay the property taxes as additional rent during the period of time that no property taxes are assessed against the Leased Premises.

4. **ALTERATIONS, IMPROVEMENTS AND UTILITIES.**

A. Alterations and Improvements by Lessee. Immediately following the complete execution of this Lease and following the Commencement Date of the Initial Term and at any time during the Initial Term or any Extension Term, Lessor agrees that Lessee may make any exterior or interior alterations or improvements to the Leased Premises as Lessee may deem desirable for the permitted use of the Leased Premises at Lessee's option, sole expense and without cost to Lessor; provided, however, Lessee shall comply with the requirements set forth below in sections (i) through (v) below:

- i. All work shall be completed in a lien-free manner; at a time and in a manner that does not unreasonably interfere with adjacent property owners; and in compliance with all applicable laws, ordinances, fire codes, building codes and regulations. Lessee shall, at Lessee's expense, make any alterations or improvements to the Leased Premises that may be required, as set forth elsewhere in this Lease, in order to comply with ADA or other laws and which

- are necessitated by, or trigger as a result of, any alterations or improvements made by Lessee to the Leased Premises.
- ii. Lessee shall submit to Lessor, at least thirty (30) calendar days prior to the anticipated construction commencement date, copies of detailed working drawings, plans and specifications prepared for or on behalf of Lessee.
 - iii. Any alterations or improvements which would affect any of the structural or load bearing elements of buildings on the Leased Premises, including the load bearing walls, foundation and structural supports; or increase the area of the Leased Premises by horizontal or vertical expansion, shall require the written approval of Lessor before the commencement of construction. Lessor shall have twenty (20) calendar days after the detailed working drawings, plans and specifications have been submitted to Lessor within which to object or accept the proposed alterations or improvements. Any changes or corrections required by Lessor will be submitted to Lessee within the twenty (20) calendar day period. If Lessor fails to object in writing to the proposed alterations or improvements within the twenty (20) calendar day period, Lessor will be deemed to have accepted Lessee's proposed alterations or improvements. Any changes or corrections required by Lessor must be made and plans resubmitted to Lessor within twenty (20) calendar days after the required corrections or changes have been noted. Lessor's failure to object to such resubmitted plans and specifications within twenty (20) calendar days shall constitute Lessor's approval of the changes. However, notwithstanding any other provision to the contrary in this Lease, Lessee shall have the right to install in and on the Leased Premises (on its roof or wherever Lessee deems appropriate) any equipment without the prior written approval of Lessor so long as the installation of any such equipment is not in violation of any local or federal laws or regulations.
 - iv. Lessee shall, prior to commencement of construction and at all times until completion of construction, maintain and furnish to Lessor or cause Lessee's construction contractor to maintain and furnish proof of 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 Lessor.

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 OCCURRENCE
Comprehensive General Liability (including premises, completed operations and contractual)	\$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

e. Property damage	PER PERSON	PER OCCURRENCE
	\$1,000,000	\$1,000,000
Aggregate policy limits	No aggregate limit	

All policies provided by the Lessee must provide as follows:

- a. that the policy shall not be canceled, limited in scope or coverage, or non-renewed until after thirty (30) calendar days prior written notice, or ten (10) calendar days for non-payment of premium, has been given to the Lessor;
 - b. the insurance shall be deemed primary with respect to any insurance or self-insurance carried by Lessor;
 - c. that the Lessor, its officials, directors, employees, representatives, and volunteers are added as additional insured;
 - d. that the workers' compensation and employers' liability policy will provide a waiver of subrogation in favor of the Lessor.
- v. Lessee agrees that it will not permit any mechanic's, materialmen's, or other liens to stand against the Leased Premises for work or materials furnished in connection with any such alterations, remodeling, or improvements. Provided, however, that Lessee shall have the right to contest the validity of any such lien or claim, but upon a final determination of the validity thereof, Lessee shall immediately pay any judgment or decree rendered against Lessee, with

all proper costs and charges, and shall cause any lien to be released of record without cost to Lessor. During the pendency of any such contest, Lessee shall, at Lessee's expense, take such action as may be necessary in order to preclude foreclosure or other enforcement of such lien and, upon request by Lessor, shall bond around such lien as provided in Section 53.171 *et. seq.* of the Texas Property Code.

B. Utility Facilities and Services. Lessee hereby acknowledges and understands that Lessee shall solely bear all expenses that may be necessary to acquire utilities and related facilities to the Leased Premises. Furthermore, Lessee shall be responsible for arranging and paying for all utility facilities and services required in and to the Leased Premises since no utilities or utility facilities will be provided by Lessor. Such utility facilities and services shall include but not limited to electricity, gas, water, wastewater, telephone, IT communication services, alarm monitoring systems, television, sewer charges, and trash collection. Lessee further agrees to pay all connection fees, service fees, usage fees, and all other costs and fees for all utilities and utility facilities to the Leased Premises. Lessee must, at a minimum, keep the following utilities on at all times during any term of this Lease (to the extent they are available at the Leased Premises): gas; electricity; water; wastewater/sewer; and garbage services and collection. If the Lessee fails to keep said utilities on during any term of this Lease, Lessee shall be deemed to be in default of this Lease.

5. INDEMNIFICATION AND INSURANCE.

A. INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, LESSEE SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF COUNTY'S CHOOSING), AND HOLD HARMLESS LESSOR, AND LESSOR'S EMPLOYEES, AGENTS, REPRESENTATIVES, 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 LESSEE, 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 LEASED PREMISES OR IN CONNECTION WITH THE PERFORMANCE OF THIS LEASE. LESSEE 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, LESSEE SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF

LESSOR'S CHOOSING), AND HOLD HARMLESS LESSOR, AND LESSOR'S EMPLOYEES, AGENTS, REPRESENTATIVES, 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 LEASE OR LESSEE'S USE OF THE LEASED PREMISES, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF LESSEE 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.

B. Insurance. In order to insure the fulfillment of the above referenced indemnity provision, Lessee hereby agrees to maintain, at all times during any term of this Lease, at Lessee's sole cost, a comprehensive public liability insurance policy protecting Lessor against all claims or demands that may arise or be claimed on account of Lessee's use of the Leased Premises, in an amount of at least ONE MILLION DOLLARS (\$1,000,000.00), per occurrence of accident and/or injury, for injuries to persons and damages to real and/or personal property. Said insurance shall be written by a company or companies acceptable to Lessor, authorized to engage in the business of general liability insurance in the state of Texas, and name Lessor as an additional insured. Furthermore, said insurance shall be primary as to any other existing, valid, and collectible insurance. Lessee shall deliver to Lessor annual certificates demonstrating that said insurance is paid up and copies of the insurance policies issued by the insurance companies.

Lessee further agrees to maintain at all times during any term of this Lease, at Lessee's cost, broad coverage fire and casualty insurance on its property and to provide Lessor with a copy of the policy and a certificate issued by the insurance company demonstrating that insurance is paid up. Lessee's property will not be covered by any hazard insurance that may be carried by Lessor. The Lessee assumes the risk of loss on all contents of the Leased Premises owned by the Lessee, excluding the building structures and improvements owned by the Lessor.

Lessee shall, within ten (10) calendar days from the execution of this Lease, obtain a certified statement by each insurance carrier containing a clause providing that the insurance carrier will give Lessor thirty (30) calendar days' written notice before any cancellation shall be effective. The insurance policies shall be provided by Lessee and shall be for a period of at least One (1) year.

The above insurance requirements are not intended to be compounded with any of Lessee's standing insurance policies. If the Lessee already has in force insurance policies which provide the coverage required under this paragraph, there is no need to purchase duplicate coverage.

6. SUBORDINATION. This Lease and all rights of Lessee under it are and shall be subject

to and subordinate to the rights of any mortgage holder or security interest holder now or hereafter having a security interest in the Leased Premises or any other encumbrances Lessor desires to place on the Leased Premises.

7. **LESSEE'S COVENANTS.** Lessee further covenants and agrees as follows:

A. To pay the rent and provide the consideration for the Lease as it is set out herein; **to use the Leased Premises in a careful and proper manner for the express purpose of operating a lawful commercial business;** to commit or permit no waste or damages to the Leased Premises; to conduct or permit no business or act that is a nuisance or may be in violation of any federal, state, or local law or ordinance; to surrender the Leased Premises on expiration or termination of this Lease in clean condition and good repair, normal wear and tear excepted, provided, however, that all alterations, additions, and improvements permanently attached and made by Lessee (excepting movable furniture, equipment, supplies, and inventory installed by Lessee) shall become and remain the property of Lessor on the termination of Lessee's occupancy of the Leased Premises.

B. To comply with the Rules and Regulations attached hereto and incorporated herein.

C. To prohibit and refrain from engaging or in allowing any use of the Leased Premises that will increase Lessor's premiums for insurance on the building (if any is maintained) without the express written consent of Lessor.

D. In case of damage to glass in or on the Leased Premises, to replace it with glass of the same kind, size, and quality as quickly as possible at Lessee's expense.

E. To install any equipment in or on the Leased Premises or maintain signs advertising the Lessee on the Leased Premises without, in each case, obtaining the written consent of Lessor. If any alterations, additions, or improvements in or to the Leased Premises are made necessary by reason of the special use and occupancy of the Leased Premises by Lessee and, provided that Lessor grants its prior written permission to Lessee as may be required hereunder regarding such alterations, additions or improvements, Lessee agrees that it will make all such alterations, additions, and improvements in or to the Leased Premises at its own expense and in compliance with all building codes, ordinances, and governmental regulations pertaining to such work, use, or occupancy. **In accordance with indemnification provision above, Lessee agrees that it will hold Lessor harmless against all expenses, liens, claims, and damages to either property or person that may or might arise because any repairs, alterations, additions, or improvements are made.** Upon request of Lessor, Lessee agrees to restore, at Lessee's sole expense, the Leased Premises to its original condition upon the termination of this Lease.

F. To permit Lessor to enter and inspect the Leased Premises as Lessor may reasonably desire, at all reasonable times, and to permit Lessor to put on the Leased

Premises a notice, that Lessee may not remove, stating that the Leased Premises are for rent one month preceding the expiration of this Lease.

G. Lessee agrees that it is solely responsible for making, at its sole cost, any alterations, additions, or improvements to the Leased Premises that are mandated by any and all state, federal and local accessibility legal requirements ("accessibility alterations"). The allocation of responsibility to Lessee for compliance with accessibility legal requirements with respect to the Leased Premises is a material inducement for the parties to enter this Lease. The cost incurred on said accessibility alterations shall be borne solely by Lessee. Lessee must obtain the written consent of Lessor before making any type of accessibility alterations.

H. Lessee agrees to maintain, repair, and replace the following damage to the Leased Premises: septic system(s), damage to the exterior walls (including exterior painting), roof and roof structures, gutters, downspouts, exterior utility lines servicing the Leased Premises to the extent that they are not maintained by public utilities, and damage to structural portions of the Leased Premises (including, by way of example but not limitation, the foundation and members supporting the roof, all interior partition walls and the interior side of building walls which enclose the Leased Premises, doors, moldings, trim, window frames, and doorframes).

Lessee shall also maintain, repair, replace and keep in good repair and working condition the non-structural portions and interior of the Leased Premises, (including, by way of example but not limitation, kitchen exhaust hoods (annual inspections and cleanings), auto-doors, water heaters, plate glass, floor coverings, mechanical equipment, HVAC systems, HVAC filters, electrical systems and fixtures, light fixtures, light bulbs, interior plumbing and conduits embedded in the floor, and all other non-structural or interior aspects), ordinary wear and tear excepted.

Lessee further agrees to maintain the lawns, roads, parking areas, sidewalks, entry passages, pedestrian passageways, driveways, entrances and exits to, in, on or around the Leased Premises in good repair and in safe usable condition for use by Lessee, its employees, officers and agents, and all patrons, guests and invitees of the Leased Premises, and provide all reasonable services therefor, including without limitation, safeguarding, cleaning and sweeping, snow and ice removal, lighting, landscaping, watering, repainting, and overall repair and maintenance.

The maintenance and repair lists set out above are not inclusive, but rather, Lessee's maintenance obligations shall extend to, and shall include all maintenance and all repair of the Leased Premises.

I. Lessee agrees that any and all minor adults and/or children of guests or invitees of Lessee, who may be present on the Leased Premises from time to time, shall not be left

unattended and shall be accompanied and supervised, at all times while on the Leased Premises, by such minor adult's and/or child's parent or legal guardian. Whether supervised or unsupervised by a parent or legal guardian, at no time shall such minor adults and/or children be allowed to play on, near or about the Leased Premises, injure any person who may be present on the Leased Premises or otherwise damage the Leased Premises, any personal property situated on the Leased Premises, or any improvements situated thereon. In the event that such minor adults and/or children damage or destroy the Leased Premises or any improvements situated thereon or otherwise injure such persons who may be present on the Leased Premises, **Lessee hereby agrees that Lessee, in accordance with the indemnification provision above, shall be solely liable for any and all damages and/or injuries caused by such minor adults and/or children.** Immediately upon demand by Lessor, Lessee shall repair, at Lessee's sole cost, any and all damages caused to the Leased Premises and/or any improvements situated thereon. In the event such minor adults and/or children cause injury to persons who are present on the Leased Premises, Lessee hereby agrees to be solely liable to such persons who are injured.

J. Lessee agrees that it is solely responsible for making, at its sole cost, any alterations, additions, or improvements to the Leased Premises which are mandated or otherwise may be required for the issuance of a certificate of occupancy from the local municipality. Furthermore, Lessee agrees that it is solely responsible, at its sole cost, for making all alterations, additions, or improvements necessary to the Leased Premises to cause the Leased Premises and its intended use to be in compliance with any laws, rules, ordinances, development codes or regulations of any applicable governmental authority, entity, or body, including, without limitation, the American's with Disabilities Act, the Federal Government, the local municipality, the County of Williamson, and the State of Texas. The allocation of responsibility to Lessee for compliance with said laws, rules, ordinances, development codes or regulations is a material inducement for the parties to enter into this Lease. The costs incurred in causing the Leased Premises and its intended use to be in compliance with said laws, rules, ordinances, development codes or regulations shall be solely borne by Lessee.

8. LESSOR'S COVENANTS. Lessor covenants and agrees as follows:

A. To warrant and defend Lessee in the enjoyment and peaceful possession of the Leased Premises during the aforesaid term.

B. If the Leased Premises are destroyed or so damaged by fire, casualty, or other disaster that they become untenable, Lessor will have the right to terminate this Lease by written notice to Lessee.

9. DEFAULTS BY LESSEE. In addition to the remedies specifically set forth herein and those available at law or in equity, if Lessee fails to perform or breaches any term, condition or agreement set forth in this Lease, and this failure or breach continues for ten (10) calendar days after a written notice specifying the required performance has been given to the Lessee, Lessor

may:

- A. enforce specific performance causing the Lessee to strictly comply with and perform such term, condition, or agreement; and in this event, the Lessee shall pay the Lessor all expenses of the litigation, including reasonable attorneys' fees; or
- B. institute action in a court of competent jurisdiction to terminate this Lease and sue for damages, and the Lessee shall pay the Lessor all expenses of the litigation, including reasonable attorneys' fees; or
- C. may, but not be obligated to do so, enter the Leased Premises and perform Lessee's obligations for the account of and at the expense of Lessee. Bills for all amounts paid by Lessor and all losses, costs, and expenses incurred by Lessor in connection with such performance by Lessor pursuant to this clause, including without limitation, all amounts paid and costs and expenses incurred by Lessor for any property, material, labor or services provided, furnished, or rendered or caused to be provided, furnished or rendered, by Lessor to Lessee may be sent by Lessor to Lessee monthly or immediately, at Lessor's option, and shall be due and payable by Lessee to Lessor as Additional Rent within five (5) calendar days after same is sent to Lessee by Lessor; or
- D. terminate this Lease, without liability, by written notice to Lessee, in which event, the term and tenancy hereby created shall terminate on the tenth (10th) day after such notice is given (the "Termination Date") and Lessee shall within such ten (10) day period vacate the Leased Premises and surrender them to Lessor in the state required under this Lease, with Lessor having the right to reenter and repossess the Leased Premises discharged of this Lease and to expel all occupants and to remove all property therefrom.

In addition to the remedies set forth herein and available at law, upon the occurrence of any default or breach, Lessor may enter and take possession of the Leased Premises by self-help, by picking or changing locks if necessary, and may lock out Lessee or any other person who may be occupying the Leased Premises, until the default is cured, without being liable for damages.

10. DEFAULTS BY LESSOR. Defaults by Lessor are failing to comply with any provision, term, condition, or agreement of this Lease within thirty (30) calendar days after written notice from Lessee. Lessee's sole remedy for Lessor's default is to terminate this Lease.

11. VOLUNTARY TERMINATION.

A. Voluntary Termination by Lessee: Lessee may terminate this Lease, without cause or liability, during the Initial Term or any Extension Term upon giving sixty (60) calendar days written notice to the Lessor. Upon termination pursuant to this provision, Lessee shall surrender the Leased Premises peaceably to Lessor in the state required under this Lease on the sixtieth (60th) calendar day following Lessee's notice of termination. It is understood and agreed that all amounts due Lessor as of and including the date of termination, will be immediately due and payable on the date of Lessee's surrender of the Leased Premises.

B. Voluntary Termination by Lessor: Lessor may terminate this Lease, without cause or liability, during the Initial Term or any Extension Term upon giving one hundred eighty (180) calendar days written notice to the Lessee. Upon termination pursuant to this provision, Lessee shall surrender the Leased Premises peaceably to Lessor in the state required under this Lease on the one hundred eightieth (180th) calendar day following Lessor's notice of termination. It is understood and agreed that all amounts due Lessor as of and including the date of termination, will be immediately due and payable on the date of Lessee's surrender of the Leased Premises.

12. INSOLVENCY, BANKRUPTCY, ETC., OF LESSEE. If Lessee is declared insolvent or adjudicated a bankrupt; if Lessee makes an assignment for the benefit of creditors; if Lessee's leasehold interest is sold under execution or by a trustee in bankruptcy; or if a receiver is appointed for Lessee, Lessor, without prejudice to its rights hereunder and at its option, may terminate this Lease and retake possession of the Leased Premises immediately and without notice to Lessee or any assignee, transferee, trustee, or any other person or persons, using force if necessary.

13. LESSOR TO HAVE LIEN. Lessor will have a lien against all goods, equipment, furniture, and other personal property of Lessee brought, stored, or kept on the Leased Premises during any term of this Lease, in the aggregate amount of all rent, damages, and other sums that may at any time be owed by Lessee to Lessor under the Lease. In the event of any default by Lessee, Lessor may foreclose the lien in the same manner that a mortgage would be foreclosed and, in that event, Lessee shall be obligated for all court costs and reasonable attorneys' fees.

14. RIGHT TO SELL. It is understood and agreed that Lessor shall have the right to sell or assign its right, title, and interest in the Leased Premises, in whole or in part, at any time during any term of this Lease. If during any term of this Lease, the Leased Premises are sold by Lessor to a third party, this Lease shall terminate. Not later than One Hundred Eighty (180) calendar days from the date in which Lessor gives Lessee notice that the Leased Premises has been sold, Lessee shall vacate the Leased Premises.

15. ELECTION BY LESSOR NOT EXCLUSIVE. The exercise by Lessor of any right or remedy to collect rent or enforce its rights under this Lease will not be a waiver or preclude the exercise of any other right or remedy afforded Lessor by this Lease or by statute or law. The failure of Lessor in one or more instances to insist on strict performance or observations of one or more of the covenants or conditions of this Lease or to exercise any remedy, privilege, or option conferred by this Lease on or reserved to Lessor shall not operate or be construed as a relinquishment or future waiver of the covenant or condition or the right to enforce it or to exercise that remedy, privilege, or option; that right shall continue in full force and effect. The receipt by Lessor of rent or any other payment or part of payment required to be made by the Lessee shall not act to waive any other additional rent or payment then due. Even with the knowledge of the breach of any covenant or condition of this Lease, receipt will not operate as or be deemed to be a waiver of this breach, and no waiver by Lessor of any of the provisions of this Lease, or any of Lessor's rights, remedies, privileges, or options under this Lease, will be deemed to have been

made unless made by Lessor in writing.

No surrender of the Leased Premises for the remainder of any term of this Lease will be valid unless accepted by Lessor in writing. Lessee will not assign or sublet this Lease without Lessor's prior written consent. No assignment or sublease will relieve the assignor or sublessor of any obligation under this Lease. Each assignee or sublessee, by assuming such status, will become obligated to perform every agreement of this Lease to be performed by Lessee, except that a sublessee shall be obligated to perform such agreements only insofar as they relate to the subleased part of the property and the rent required by the sublease.

16. LIMITATIONS OF WARRANTIES. LESSEE ACKNOWLEDGES AND AGREES THAT, OTHER THAN AS MAY BE SPECIFICALLY SET FORTH HEREIN, LESSOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE NATURE, QUALITY OR CONDITION OF THE LEASED PREMISES, INCLUDING, WITHOUT LIMITATION, STRUCTURES, THE WATER, SOIL AND GEOLOGY, (B) THE INCOME TO BE DERIVED FROM THE LEASED PREMISES, (C) THE SUITABILITY OF THE LEASED PREMISES FOR ANY AND ALL ACTIVITIES AND USES WHICH LESSEE MAY CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE LEASED PREMISES OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, INCLUDING, WITHOUT LIMITATION, THE WILLIAMSON COUNTY AND CITIES HEALTH DISTRICT, THE AMERICANS WITH DISABILITIES ACT AND ANY RULES AND REGULATIONS PROMULGATED THEREUNDER OR IN CONNECTION THEREWITH, AND THE TEXAS ARCHITECTURAL BARRIERS ACT AND ANY RULES AND REGULATIONS PROMULGATED THEREUNDER OR IN CONNECTION THEREWITH, (E) THE HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE LEASED PREMISES, OR (F) ANY OTHER MATTER WITH RESPECT TO THE LEASED PREMISES, AND SPECIFICALLY THAT LESSOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING SOLID WASTE, AS DEFINED BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R., PART 261, OR THE DISPOSAL OR EXISTENCE, IN OR ON THE LEASED PREMISES, OF ANY HAZARDOUS SUBSTANCE, AS DEFINED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED, AND APPLICABLE STATE LAWS, AND REGULATIONS PROMULGATED THEREUNDER. LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE LEASED PREMISES, LESSEE IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE LEASED PREMISES AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY LESSOR. LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE LEASED PREMISES WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT LESSOR HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION.

LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT THE LEASE OF THE LEASED PREMISES AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS, WHERE IS" CONDITION AND BASIS "WITH

ALL FAULTS". LESSEE ACKNOWLEDGES AND AGREES THAT THE PROVISIONS OF THIS PARAGRAPH WERE A MATERIAL FACTOR IN THE DETERMINATION OF THE AMOUNT OF THE RENT AND CONSIDERATION TO BE PAID AND TENDERED FOR LESSEE'S USE OF THE LEASED PREMISES. THE TERMS OF THIS PARAGRAPH WILL SURVIVE ANY TERMINATION OF THIS LEASE.

17. CONDEMNATION. If during any term of this Lease, all of the Leased Premises are taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right or eminent domain, or are sold to the condemning authority under threat of condemnation, this Lease will terminate, effective as of the date the condemning authority takes the Leased Premises. If only a part of the Leased Premises shall be so taken or sold, but the remainder of the Leased Premises is not tenantable, Lessor may terminate this Lease at any time within forty five (45) calendar days following such taking or sale without liability to the Lessee. Any and all payments made for or arising from any such taking or for damages to the Leased Premises resulting therefrom shall belong and be payable entirely to Lessor.

18. LESSOR'S LEASE ADMINISTRATOR AND PROPERTY MANAGER. Dale Butler, Director of Facilities for Williamson County (or his successor, as designated by Lessor), shall serve as the Lessor's lease administrator and property manager. The said lease administrator and property manager shall also serve as liaison between the Williamson County Commissioners' Court and the Lessee.

Lessor's lease administrator and property manager contact information is as follows:

Dale Butler (or successor)
Williamson County Facilities Director
3101 S. E. Inner Loop
Georgetown, Texas 78626
Phone: (512) 943-1599
Email: facilities@wilco.org

19. NOTICES. Any notice to be given hereunder shall be in writing and may be affected by personal delivery or in writing by certified mail, return receipt requested, addressed to the proper party, at the following addresses:

LESSOR: Williamson County Judge
710 South Main, Ste. 101
Georgetown, Texas 78626

LESSEE: At the address set forth below Lessee's signature block.

Notices to Lessee may also be mailed or delivered to the Leased Premises and proof of mailing or posting of those notices to the Leased Premises will be deemed the equivalent of personal service on Lessee.

20. GENDER, NUMBER AND HEADINGS. Words of any gender used in this Lease Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Lease. The captions and paragraphs or letters appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of the sections or articles of this Lease or affect this Lease in any way.

21. PLACE OF PERFORMANCE. This Lease shall be interpreted according to the laws of the State of Texas and shall be performed in Williamson County, Texas, and exclusive jurisdiction and venue shall lie in Williamson County, Texas.

22. TERMS INCLUSIVE. As used herein, the terms "Lessor" and "Lessee" include the plural whenever the context requires or admits.

23. SEVERABILITY. If any provision of this Lease 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 Lease 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 Lease 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 Lease and be deemed to be validated and enforceable.

24. GOVERNMENTAL IMMUNITY. Nothing in this Lease shall be deemed to waive, modify, or amend any legal defense available at law or in equity to Lessor nor to create any legal rights or claim on behalf of any third party. Lessor 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.

25. ASSIGNMENT. Lessee may not assign, in whole or in part, any interest it may have in this Lease without the prior written consent of Lessor.

26. NO INDEMNIFICATION BY LESSOR. Lessee acknowledges and agrees that Lessor, as a Texas County and a political subdivision of the State of Texas, under the Constitution and the laws of the State of Texas, cannot enter into an agreement whereby it agrees to indemnify or hold harmless any other party, including but not limited to Lessee; therefore, all references of any kind, if any, to Lessor indemnifying, holding or saving harmless any other party, including but not limited to Lessee, for any reason whatsoever are hereby deemed void and deleted.

27. ENTIRE AGREEMENT. This Lease and its addenda, if any, sets forth all the promises,

agreements, conditions, and understandings between Lessor and Lessee relative to the Leased Premises and supersedes any prior understandings or written or oral agreements between the parties with respect to the to the Leased Premises. There are no other promises, agreements, conditions, or understandings, either oral or written, between them. No subsequent alteration, amendment, change, or addition to this Lease will be binding on Lessor or Lessee unless in writing and signed by them and made a part of this Lease by direct reference.

IN WITNESS WHEREOF, Lessor and Lessee have duly executed to be effective as of the date of the last party's execution below.

Signed, sealed, and delivered in our presence as:

LESSOR: WILLIAMSON COUNTY

By: _____
Judge Bill Gravell, Jr.

Date: _____, 20____

LESSEE:

LifeSteps Council on Alcohol and Drugs, Inc.

By:  _____

Printed Name: Meredith Stacy Jones

Representative

Capacity: Executive Director

Date: January 10, 2023

Lessee's Address:

2021 North Mays Street
Suite 500
Round Rock, Texas 78664

RULES AND REGULATIONS

1. Lessee and Lessee's employees shall not loiter in any common area adjoining the Leased Premises nor shall they in any way obstruct the sidewalks, entry passages, pedestrian passageways, driveways, entrances and exits to in, on or around the Leased Premises. They shall use the same only as passageways to and from their respective work areas.

2. Lessee shall keep all sidewalk areas in, on and around the Leased Premises clean and free of debris. Lessee shall reimburse Lessor for the expense of cleaning or repairing any breakage, stoppage or damage resulting from a violation of this rule.

3. Lessee shall not do anything in the Leased Premises, or bring or keep anything therein, which will in any way increase or tend to increase the risk of fire or the rate of fire insurance or which shall conflict with the regulations of the local fire department or other local or state laws, or with any insurance policy on the Leased Premises or any part thereof, or with any rules or regulations established by any administrative body or official having jurisdiction.

5. Lessee nor Lessee's officers, agents and employees shall make or permit any loud, unusual, or improper noises, nor bring into nor keep within the Leased Premises any animal or bird (except for animals assisting handicapped persons).

6. All garbage, including wet garbage, refuse or trash, shall be placed by Lessee in the receptacles near the Leased Premises provided by Lessee for that purpose.

7. Lessee shall not permit any chemicals, trash or other foreign materials to be deposited or disposed of in the Leased Premises except that trash which legally may be sent to the municipal or county landfill may be placed in the receptacles provided on the Leased Premises by Lessee. Lessee shall cooperate with Lessor so that any common areas adjoining the Leased Premises may be kept in a clean and orderly condition and free of obstructions.

8. Lessee, at Lessee's cost, shall service the Leased Premises on not less than on a quarterly basis to prevent the development of pests, roaches, rodents, ants, spiders, or etc.

12. Lessee shall cooperate with any security regulations issued by Lessor from time to time and shall comply with instructions and/or directions of Lessor's duly authorized personnel for the protection of the Leased Premises.

13. No waiver of any rule or regulation by Lessor or Lessor's agent shall have any effect unless expressed in writing and signed by Lessor or its authorized agent.

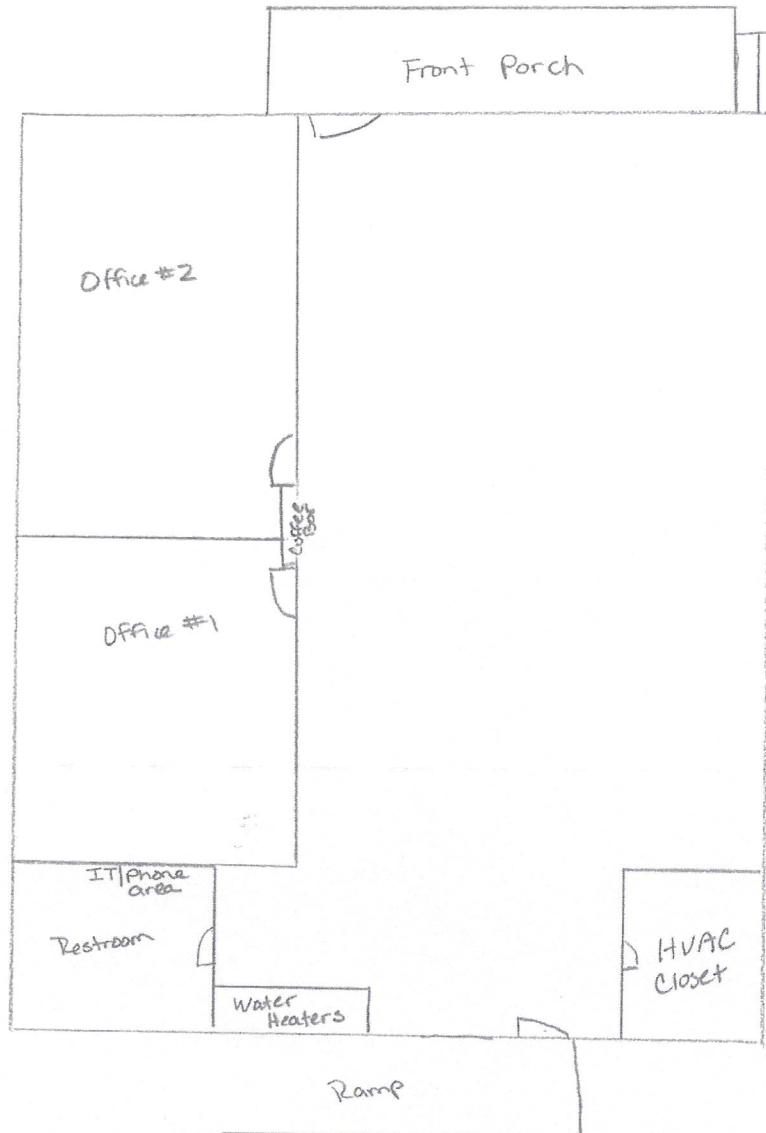
17. Lessor reserves the right at any time to reasonably change or rescind any one or more of these rules or regulations or to make such other and further reasonable rules and regulations as in Lessor's judgment may from time to time be necessary for the management, safety, care and cleanliness of the Leased Premises, and for the preservation of good order therein. Lessor shall not be responsible to Lessee or any other person for the non-observance or violation of the rules and regulations by any other Lessee or other person; however, Lessor shall not discriminate when enforcing the rules and regulations. Lessee shall be deemed to have read these rules and to have agreed to abide by them as a condition to its occupancy of the Leased Premises herein leased.

18. In the event of any conflict between these rules and regulations or any further or modified rules and regulations from time to time issued by Lessor and the Lease provisions, the Lease provisions shall prevail.

Exhibit “A”

Exhibit "A"

Red House



Parking Lot

Exhibit "A"



Exhibit "A"



Exhibit "A"



Commissioners Court - Regular Session**14.****Meeting Date:** 01/24/2023

Acknowledge additional information related to 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 acknowledging the designation of Reliance Architecture as the Project Architect in relation to RFCSP #23CSP32 County Justice Center North Roof Replacement and approve, in the public interest, assigning the price criteria a weighted value of not less than 36.9 percent of the total weight value of the selection criteria. Funding source is P615

Background

The Williamson County Commissioners' Court voted on January 17, 2023, with agenda item #25, to authorize for sealed responses to seek a contract with a general contractor for the replacement of the North Roof at the County Justice Center, under RFCSP #23CSP32. To comply with Texas Government Code 2269.152, the architect assigned to this project that designed the roof replacement is Reliance Architecture. The funding source is P615 and the point of contact is Dwayne Gossett.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review**Inbox**

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Johnny Grimaldo
Final Approval Date: 01/19/2023

Reviewed By

Joy Simonton
Becky Pruitt

Date

01/19/2023 09:50 AM
01/19/2023 10:28 AM
Started On: 01/18/2023 03:33 PM

Commissioners Court - Regular Session**15.****Meeting Date:** 01/24/2023

Authorize Issuing RFP #23RFP35 Maintenance and Repair Services and Inspection and Testing of Engineering

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 Maintenance and Repair Services and Inspection and Testing of Engineering Systems Technology, Inc. (EST) Brand Name Devices for Facilities Management, under RFP #23RFP35.

Background

Williamson County is seeking to contract with a contractor to provide fire alarm, suppression systems, backflow, fire extinguishers, fire retardant applications, and other safety systems maintenance and repair services, testing and inspection as needed for the Engineering Systems Technology (EST) Brand Name devices at each Williamson County facility listed in Attachment B – Williamson County Premises, Equipment List and Device Counts are included. The systems listed in Attachment B – Williamson County Premises, Equipment List and Device Counts are representative of the known systems in each facility and may or may not be all-inclusive; however, Contractor shall be responsible for inspection and testing of all EST Brand Name devices at each premise whether listed or not, as needed. The funding sources are 01.0100.0509.004500, 01.0100.0509.004509, and 01.0100.0509.004510, with estimated budget of \$200,000.00. The department point of contact is Shantil Moore.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Johnny Grimaldo

Final Approval Date: 01/19/2023

Reviewed By

Joy Simonton

Becky Pruitt

Date

01/18/2023 08:45 PM

01/19/2023 08:37 AM

Started On: 01/18/2023 03:33 PM

Commissioners Court - Regular Session**16.****Meeting Date:** 01/24/2023

Authorize Issuing RFP #23RFP36 Maintenance and Repair Services and Inspection and Testing of Honeywell Brand Name Devices 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 Maintenance and Repair Services and Inspection and Testing of Honeywell Brand Name Devices for Facilities Management, under RFP 23RFP36

Background

Williamson County is seeking to contract with a contractor to provide fire alarm, suppression systems, backflow, fire extinguishers, fire retardant applications, and other safety systems maintenance and repair services, testing and inspection as needed for the Honeywell Brand Name devices at each Williamson County facility listed in Attachment B – Williamson County Premises, Equipment List and Device Counts are included. The systems listed in Attachment B – Williamson County Premises, Equipment List and Device Counts are representative of the known systems in each facility and may or may not be all-inclusive; however, Contractor shall be responsible for inspection and testing of all Honeywell Brand Name devices at each premise whether listed or not, as needed. The funding sources are 01.0100.0509.004500, 01.0100.0509.004509, and 01.0100.0509.004510, with an estimated budget of \$200,000.00. The department point of contact is Shantil Moore.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review**Inbox**

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Johnny Grimaldo
Final Approval Date: 01/19/2023

Reviewed By

Joy Simonton
Becky Pruitt

Date

01/18/2023 08:43 PM
01/19/2023 08:37 AM
Started On: 01/18/2023 03:34 PM

Commissioners Court - Regular Session**17.****Meeting Date:** 01/24/2023

Authorize Issuing RFP #23RFP37 Maintenance and Repair Services and Inspection and Testing

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 Maintenance and Repair Services and Inspection and Testing of Simplex Grinnell Brand Name Devices for Facilities Management, under RFP 23RFP37.

Background

Williamson County is seeking to contract with a contractor to provide fire alarm, suppression systems, backflow, fire extinguishers, fire retardant applications, and other safety systems maintenance and repair services, testing and inspection as needed for the Simplex Grinnell Brand Name devices at each Williamson County facility listed in Attachment B – Williamson County Premises, Equipment List and Device Counts are included. The systems listed in Attachment B – Williamson County Premises, Equipment List and Device Counts are representative of the known systems in each facility and may or may not be all-inclusive; however, Contractor shall be responsible for inspection and testing of all Simplex Grinnell Brand Name devices at each premise whether listed or not, as needed. The funding sources are 01.0100.0509.004500, 01.0100.0509.004509, and 01.0100.0509.004510, with estimated budget of \$200,000.00 and the point of contact is Shantil Moore.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Johnny Grimaldo

Final Approval Date: 01/19/2023

Reviewed By

Joy Simonton

Becky Pruitt

Date

01/19/2023 10:47 AM

01/19/2023 10:47 AM

Started On: 01/18/2023 03:34 PM

Commissioners Court - Regular Session**18.****Meeting Date:** 01/24/2023

Ratification of Emergency Chiller Rental for Criminal Justice Center HVAC System from Carrier Corporation for Facilities Department

Submitted By: Kerstin Hancock, Purchasing**Department:** Purchasing**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on approving and ratifying the emergency rental agreement with Carrier Corporation, in the amount of \$25,509.00 for the first month (and a \$13,648.00 monthly cost thereafter) for a 200 ton air-cooled chiller for the Justice Center and exempting the rental from the competitive bidding requirements as per Section 262.024 (a)(3) [an item necessary because of unforeseen damage to public property] and authorizing the execution of the agreement.

Background

This emergency agreement is for a temporary chiller rental at the Criminal Justice Center located at 405 Martin Luther King Dr., Georgetown, TX 78626. The chiller is a critical component of the heating, ventilation, and air conditioning (HVAC) system. Staff is estimating ten (10) months of rental until the chillers can be replaced. The county lost one power leg of a 3-phase power system over a period of about 6 hours over the past weekend. Georgetown Utility Systems restored power around 4pm on Saturday. Our equipment was damaged by single phasing during this time. Purchase Order #182688 has been issued. Funding Source is 01.0100.1009.004510. Department Point of Contact is Christi Stromberg.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Carrier Rental agreement

Form Review**Inbox**

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Kerstin Hancock
Final Approval Date: 01/19/2023

Reviewed By

Joy Simonton
Becky Pruitt

Date

01/19/2023 11:23 AM
01/19/2023 11:39 AM
Started On: 01/19/2023 09:24 AM



Prepared Williamson County

For: Attn: Shantil Moore

Project Info: Provide a 200 ton rental chiller

Quote No: Justice Center

Location: 405 Martin Luther King Dr
Georgetown, TX 78626

Date: 1/18/2023

Prepared By: Dave Holmes

Carrier Commercial Service
11100 Metric Blvd, Suite 400
Austin, TX
M: 512-563-1956
dave.holmes@carrier.com

Description of Work: **Buy Board # 558-18** quote to furnish and install a 200 ton air-cooled rental chiller

Scope of Work:

Furnish all labor and material to deliver and install a 200 ton air-cooled chiller. See attached submittal data for equipment details

- Rental chiller will be delivered on a roll back trailer and set on street in front of building
 - Two (2) six inch chill water hoses to be connected to building chill water system
 - Customer to provide 600 amp electrical service, 460/3/60 for connection of cables
 - Start-up rental and check operation

Scope Clarifications:

- All work to be performed during normal work hours
- Price includes installation and start-up
- First month rental pricing includes round trip delivery charges, installation, start-up, and takedown at end of rental period
- Customer is responsible for service calls that do NOT require any parts or repairs to chiller
- Minimum rental period is one month, see pricing included for recurring monthly rental

Scope Exclusions:

- Overtime Labor
- Any labor or material other than for listed scope of work



Pricing Summary

Rental cost for first month excluding applicable State sales tax:	\$25,509.00
Monthly rental cost thereafter excluding applicable State sale tax	\$13,648.00

Buy Board terms and conditions will govern in lieu of any other terms and conditions contained in any resulting Purchase Order, Contract, Agreement, etc. Thank you for your consideration of Carrier Corporation for this project. We look forward to working with you and your team on this unique opportunity. Please feel free to contact me anytime with questions or for any clarifications or scope modifications.

Dave Holmes
Senior Service Sales Representative
Carrier Corporation

PROCEED AS INDICATED:

Carrier Corporation
Dave Holmes
Name
Dave Holmes 1-19-23
Signature Date
SERVICE SALES REP
Title

CUSTOMER:

Customer Name

Signature Date

Title



CARRIER CORPORATION TERMS AND CONDITIONS OF SALE – EQUIPMENT AND/OR SERVICE

- 1. PAYMENT AND TAXES** - Payment shall be made net 30 days from date of invoice. Carrier reserves the right to require cash payment or other alternative method of payment prior to shipment or completion of work if Carrier determines, in its sole discretion, that Customer or Customer's assignee's financial condition at any time does not justify continuance of the net 30 days payment term. In addition to the price, Customer shall pay Carrier any taxes or government charges arising from this Agreement. If Customer claims that any such taxes or government charges do not apply to the transactions governed by this Agreement, Customer shall provide Carrier with acceptable tax exemption certificates or other applicable documents. All past due invoices will accrue interest at the lesser of 1% per month or the maximum amount allowable by law.
- 2. EXTRAS** - Equipment, parts, or labor in addition to those specified in this Agreement will be provided upon receipt of Customer's written authorization, paid for as an extra at Carrier's prevailing labor rates and equipment/parts charges, and subject to the terms of this Agreement.
- 3. RETURNS** - No items will be accepted for return without prior written authorization. Returned goods may be subject to a restocking charge. Special order and non-stock items cannot be returned.
- 4. SHIPMENT** - All shipments shall be F.O.B. shipping point, freight prepaid and allowed to the job site. Shipment dates quoted are approximate. Carrier does not guarantee a particular date for shipment or delivery.
- 5. PARTIAL SHIPMENT** - Carrier shall have the right to ship any portion of the equipment, goods or other materials included in this Agreement and invoice Customer for such partial shipment.
- 6. DELAYS** - Carrier shall not be liable for delays in manufacturing, shipping, or delivery by causes beyond the control and without the fault or negligence of Carrier, including but not restricted to acts of God, acts of a public enemy, acts of government, acts of terrorism, fires, floods, epidemics, quarantine restrictions, freight embargoes, supplier delays, strikes, or labor difficulties (collectively "Force Majeure Events"). Carrier agrees to notify Customer in writing as soon as practicable of the causes of such delay. In the event that any materials or equipment to be provided by Carrier under this Agreement become permanently unavailable as a result of a Force Majeure Event, Carrier shall be excused from furnishing such materials or equipment.
- 7. WARRANTY** - Carrier warrants that all equipment manufactured by Carrier Corporation and all Carrier equipment, parts or components supplied hereunder will be free from defects in material and workmanship. Carrier shall at its option repair or replace, F.O.B. point of sale, any equipment, part, or component sold by Carrier and determined to be defective within one (1) year from the date of initial operation or eighteen (18) months from date of shipment, whichever is earlier. Carrier does not warrant products not manufactured by Carrier Corporation, but it does pass on to Customer any transferrable manufacturer warranties for those products. Carrier warrants that all service provided by Carrier hereunder shall be performed in a workmanlike manner. In the event any such service is determined to be defective within ninety (90) days of completion of that service, Carrier shall at its option re-perform or issue a credit for such service. Carrier's obligation to repair or replace any defective equipment, parts or components during the warranty period shall be Customer's exclusive remedy. Carrier shall not be responsible for labor charges for removal or reinstallation of defective equipment, parts, or components, for charges for transportation, handling and shipping or refrigerant loss, or for repairs or replacement of such equipment, parts, or components, required as a consequence of faulty installation, misapplication, vandalism, abuse, exposure to chemicals, improper servicing, unauthorized alteration, or improper operation by persons other than Carrier. THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- 8. WORKING HOURS** - All services performed under this Agreement, including but not limited to, major repairs, are to be provided during Carrier's normal working hours unless otherwise agreed.
- 9. CUSTOMER RESPONSIBILITIES (Service Contracts only)** - Customer shall:
- Provide safe and reasonable equipment access and a safe work environment.
 - Permit access to Customer's site and use of building services including but not limited to: water, elevators, receiving dock facilities, electrical service, and local telephone service.
 - Keep areas adjacent to equipment free of extraneous material, move any stock, fixtures, walls, or partitions that may be necessary to perform the specified service.
 - Promptly notify Carrier of any unusual operating conditions.
 - Upon agreement of a timely mutual schedule, allow Carrier to stop and start equipment necessary to perform service.
 - Provide adequate water treatment.
 - Provide the daily routine equipment operation (if not part of this Agreement) including availability of routine equipment log readings.
 - Where Carrier's remote monitoring service is provided, provide, and maintain a telephone line with long distance direct dial and answer capability.
 - Operate the equipment properly and in accordance with instructions.
 - Promptly address any issues that arise related to mold, fungi, mildew, or bacteria.
 - Identify and label any asbestos containing material that may be present. The customer will provide, in writing, prior to the start of a job, a signed statement regarding the absence or presence of asbestos for any job where the building or the equipment to be serviced is older than 1981. Should this document state that no asbestos is present, the customer will also provide in writing the method used to determine the absence of asbestos.
- 10. EXCLUSIONS** - Carrier is not responsible for items not normally subject to mechanical maintenance including but not limited to: duct work, casings, cabinets, fixtures, structural supports, grillage, water piping, steam piping, drain piping, cooling tower fill, boiler tubes, boiler refractory, disconnect switches and circuit breakers. Carrier is not responsible for repairs, replacements, alterations, additions, adjustments, repairs by others, unscheduled calls or emergency calls, any of which may be necessitated by negligent operation, abuse, misuse, prior improper maintenance, vandalism, obsolescence, building system design, damage due to freezing weather, chemical/electrochemical attack, corrosion, erosion, deterioration due to unusual wear and tear, any damage related to the presence of mold, fungi, mildew, or bacteria, damage caused by power reductions or failures or any other cause beyond Carrier's control. Carrier shall not be required to perform tests, install any items of equipment, or make modifications that may be recommended or directed by insurance companies, government, state, municipal or other authority. However, in the event any such



recommendations occur, Carrier, at its option, may submit a proposal for Customer's consideration in addition to this Agreement. Carrier shall not be required to repair or replace equipment that has not been properly maintained.

11. EQUIPMENT CONDITION & RECOMMENDED SERVICE (Service Contracts only) - Upon the initial scheduled operating and/or initial annual stop inspection, should Carrier determine the need for repairs or replacement, Carrier will provide Customer in writing an 'equipment condition' report including recommendations for corrections and the price for repairs in addition to this Agreement. In the event Carrier recommends certain services (that are not included herein or upon initial inspection) and if Customer does not elect to have such services properly performed in a timely fashion, Carrier shall not be responsible for any equipment or control failures, operability or any long-term damage that may result. Carrier at its option will either continue to maintain equipment and/or controls to the best of its ability, without any responsibility, or remove such equipment from this Agreement, adjusting the price accordingly.

12. PROPRIETARY RIGHTS (Service Contracts only) - During the term of this Agreement and in combination with certain services, Carrier may elect to install, attach to Customer equipment, or provide portable devices (hardware and/or software) that shall remain the personal proprietary property of Carrier. No devices installed, attached to real property or portable device(s) shall become a fixture of the Customer locations. Customer shall not acquire any interest, title or equity in any hardware, software, processes, and other intellectual or proprietary rights to devices that are used in connection with providing service on Customer equipment.

13. DATA RIGHTS (Service Contracts only) - Customer hereby grants and agrees to grant to Carrier a worldwide, non-exclusive, non-terminable, irrevocable, perpetual, paid-up, royalty free license to any Source Data, with the right to sub-license to its affiliates and suppliers for (i) Carrier's performance of services pursuant to this Agreement, (ii) the improvement of Carrier services, and Carrier's Analytics Platform; (iii) improving product performance, operation, reliability, and maintainability; (iv) to create, compile, and/or use datasets and/or statistics for the purposes of benchmarking, development of best practices, product improvement; (v) the provision of services to third parties, (vi) research, statistical, and marketing purposes, and/or (vii) in support of Carrier agreements.

Source Data – shall mean data that is produced directly from a system, or device and received at a collection point or a central server (e.g., a Carrier database, data lake, or third party cloud service).

Analytics Platform – shall mean server algorithms or web interface systems used to (i) interpret, convert, manipulate, or calculate data, (ii) perform data processing, and/or (iii) the delivery of data to Carrier, affiliates, or suppliers of Carrier, and/or Customer.

14. RETURN OF DATA (Service Contracts only) - Customer understands and acknowledges that the portable devices will collect Source Data that will be stored on and/or transmitted to Carrier's servers and to suppliers or affiliates that are contracted by Carrier and used to transmit, process, extract or store such Source Data for purposes of Carrier's performance of the service in accordance with this Agreement. Once such data and information has been stored and/or transmitted to Carrier's servers, Customer agrees that such data and information shall become part of Carrier's database and therefore subject to the license terms under section 13.

15. DATA DELIVERY - During the term of the Agreement Customer shall (i) make reasonable efforts to ensure that the hardware remains powered on, (ii) avoid intentional action to impede, block or throttle collection and transmission of Source Data by Carrier, and (iii) avoid intentional action to disable, turn off, or remove the hardware without Carrier's express written consent, which consent shall not be unreasonably withheld.

16. REVERSE ENGINEERING - Customer shall not extract, decompile, or reverse engineer any software included with, incorporated in, or otherwise associated with the hardware and shall not reverse engineer any reports or analytics provided to or received by Customer from Carrier.

17. WAIVER OF DAMAGES - Under no circumstances shall Carrier be liable for any incidental, special, or consequential damages, including loss of revenue, loss of use of equipment or facilities, or economic damages based on strict liability or negligence.

18. LIMITATION OF LIABILITY - Carrier's maximum liability for any reason (except for personal injuries) arising from this Agreement shall not exceed the value of the payments received by Carrier under this Agreement.

19. CANCELLATION - Customer may cancel this Agreement only with Carrier's prior written consent, and upon payment of reasonable cancellation charges. Such charges shall take into account costs and expenses incurred, and purchases or contract commitments made by Carrier and all other losses due to the cancellation including a reasonable profit.

20. CUSTOMER TERMINATION FOR CARRIER NON-PERFORMANCE - Customer shall have the right to terminate this Agreement for Carrier's non-performance provided Carrier fails to cure such non-performance within thirty (30) days after having been given prior written notice of the non-performance. Upon early termination or expiration of this Agreement, Carrier shall have free access to enter Customer locations to disconnect and remove any Carrier personal proprietary property or devices as well as remove any and all Carrier-owned parts, tools, and personal property. Additionally, Customer agrees to pay Carrier for all incurred but unamortized service costs performed by Carrier including overheads and a reasonable profit.

21. CARRIER TERMINATION - Carrier reserves the right to discontinue its service any time payments have not been made as agreed or if alterations, additions, or repairs are made to equipment during the term of this Agreement by others without prior agreement between Customer and Carrier.

22. CLAIMS - Any lawsuits arising from the performance or nonperformance of this Agreement, whether based upon contract, negligence, strict liability or otherwise, shall be brought within one (1) year from the date the claim arose.

23. GOVERNMENT PROCUREMENTS - The components, equipment and services provided by Carrier are "commercial items" as defined in Section 2.101 of the Federal Acquisition Regulations ("FAR"), and the prices of such components, equipment and services are based on Carrier's commercial pricing policies and practices (which do not consider any special requirements of U.S. Government cost principles, FAR Part 31, or any similar procurement regulations). As such, Carrier will not agree to provide or certify cost or pricing data, nor will Carrier agree to comply with the Cost Accounting Standards (CAS). In addition, no government procurement regulations, such as FARs or DFARS, shall apply to this Agreement except those regulations expressly accepted in writing by Carrier.

24. HAZARDOUS MATERIALS - Carrier is not responsible for the identification, detection, abatement, encapsulating or removal of asbestos, products or materials containing asbestos, similar hazardous substances, or mold, fungi, mildew, or bacteria. If Carrier encounters any asbestos or other hazardous material while performing



this Agreement, Carrier may suspend its work and remove its employees from the project, until such material and any hazards associated with it are abated. The time for Carrier's performance shall be extended accordingly, and Carrier shall be compensated for the delay.

25. WASTE DISPOSAL - Customer is wholly responsible for the removal and proper disposal of waste oil, refrigerant and any other material generated during the term of this Agreement.

26. SUPERSEDE, ASSIGNMENT and MODIFICATION - This Agreement contains the complete and exclusive statement of the agreement between the parties and supersedes all previous or contemporaneous, oral, or written, statements. Customer may assign this Agreement only with Carrier's prior written consent. No modification to this Agreement shall be binding unless in writing and signed by both parties. Orders shall be binding upon Carrier when accepted in writing by an authorized representative of Carrier. CARRIER'S ACCEPTANCE OF CUSTOMER'S ORDER IS CONDITIONED UPON CUSTOMER'S ACCEPTANCE OF THE TERMS AND CONDITIONS SET FORTH HEREIN (THIS "AGREEMENT") AND CUSTOMER'S AGREEMENT TO BE BOUND BY AND COMPLY WITH THIS AGREEMENT. THIS AGREEMENT AND ALL REFERENCED ATTACHMENTS CONSTITUTE THE ENTIRE AGREEMENT BETWEEN CARRIER AND CUSTOMER, AND NO AMENDMENT OR MODIFICATION SHALL BE BINDING ON CARRIER UNLESS SIGNED BY AN OFFICER OR AUTHORIZED EMPLOYEE OF CARRIER. THE FAILURE OF CARRIER TO OBJECT TO PROVISIONS CONTAINED IN ANY PURCHASE ORDER OR OTHER DOCUMENT OF CUSTOMER SHALL NOT BE CONSTRUED AS A WAIVER BY CARRIER OF THE TERMS IN THIS AGREEMENT OR AN ACCEPTANCE OF ANY OF CUSTOMER'S PROVISIONS. **ANY CONFLICTING OR ADDITIONAL TERMS OR CONDITIONS SET FORTH BY CUSTOMER IN A PURCHASE ORDER OR OTHER DOCUMENT SHALL NOT BE BINDING UPON CARRIER, AND CARRIER HEREBY EXPRESSLY OBJECTS THERETO.**

27. CUSTOMER CONSENT - Customer consents and agrees that Carrier may, from time to time, publicize Carrier related projects with Customer, including the value of such projects, in all forms and media for advertising, trade, and any other lawful purposes.

28. FOR WORK BEING PERFORMED IN CALIFORNIA - Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

29. INTELLECTUAL PROPERTY – Notwithstanding anything to the contrary stated herein, Carrier retains ownership of its intellectual property and no license to Carrier's intellectual property is granted except as necessary for Customer to use any deliverables and/or services provided hereunder.

30. DATA PRIVACY – Carrier processes personal data in accordance with its privacy notice at Carrier.com. Each party will comply with applicable data privacy laws governing personal information collected and processed under this Agreement, including the California Consumer Privacy Act and the European General Data Protection Regulation, and take all reasonable commercial and legal steps to protect personal data. If Customer provides Carrier with personal data, Customer will ensure that it has the legal right to do so, including notifying the individuals whose personal data it provides to Carrier. If a party collects or processes personal data from California residents under this Agreement, such party is a "Service Provider" under the CCPA and will not sell or exchange such personal data for anything of value.

31. FACTORY ACCEPTANCE TESTS AND INSPECTIONS – The nature and extent of factory acceptance tests or factory inspections, including without limitation, the number and identity of participants, locations visited, and activities undertaken, shall be limited to activities directly related to the performance of this Agreement. The tests or inspections will be subject to mutual agreement of the parties, Carrier policy and internal pre-approval requirements, and strictly comply with Customer's policies as well as all applicable laws and regulations including, without limitation, all applicable laws and regulations prohibiting corruption.



Unit Arrangement - Dimensions are Approximate

200 Ton Air Cooled Chiller

General Description and Features:

Ready for outdoor operation with minimal setup.
 Complete microprocessor control center
 Single point power connections
 Forkliftable
 Pre-wired 50 amp disconnect for pump
 Low ambient temperature operation to -20°F
 High ambient temperature operation to 115°F
 Brine mode to 25°F
 120V shore power receptacle

Mechanical Data:

Cooler Connections	6" 150 lbs RF flange in/out
Water Volume	34 gallons
Water Max. pressure	150 psig (300 psig option)
Minimum Load	30 tons
Min. / Max. Water Flow	223 / 892 gpm
Circuits / Compressors	2 / 2
Refrigerant / Charge	R134a / 225 lbs / 225 lbs
Oil / Charge	POE / 6.3 / 6.3 gals

Equipment Data:

Model 30XAB20069-04S53

Shipping Data:

Shipping Weight	20,000 lbs
Dimensions	25'L x 8'10"W x 8 1/2'H
Leveling Required	Within 1/8" per foot
Installed Clearances	8' (sides), 4' (electrical)

Electrical Data:

Voltage	460 V / 3 phase / 60 hertz
Disconnect Size	ckt1
Connection	Leviton Series 16 Camlock
Cables	4/0 - (2) Sets, (1) Ground
FLA/ MCA Chiller	360 / 397 amps
Pump Breaker	50 amp added if using pump

Single Disconnect

Leaving Water Temp.	Leaving Brine Temp.	Capacity in Tons			
		Ambient Air Temperature			
		85° F	95° F	105° F	115° F
55° F		232	225	214	206
50° F		219	211	202	193
45° F		206	197	190	180
40° F		189	182	174	166
	35° F	176	167	160	136
	30° F	165	158	152	128
	25° F	156	150	143	121

Water Limits: 55°F to 40°F / Brine: 25°F

Chiller Barrel Flow VS Pressure Drop	
Flow (GPM)	Pressure Drop * (PSID)
200 Min.	1.1
300	2.5
400	4.4
500 std.	6.9
600	10
700	14
800 Max.	18

*Cooler only

24 Hour Hotline 800-586-8336

CarrierRentals.com

Commissioners Court - Regular Session**19.****Meeting Date:** 01/24/2023

Children's Advocacy Center (P530) - Vaughn Change Order 8

Submitted For: Dale Butler**Submitted By:** Christy Matoska, Facilities Management**Department:** Facilities Management**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on Vaughn Construction, Change Order No. 8 for the Williamson County Children's Advocacy Center Addition Project (P530) in the amount of \$31,000.00 Funding Source is P530.

Background

This change order is for changes in scope requested by Williamson County and will be from owner's contingency. Department point of contact is Angel Gomez. There are 35 added days to original substantial completion date and cost increase of \$31,000.00.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

CO #8

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Christy Matoska

Final Approval Date: 01/18/2023

Reviewed By

Becky Pruitt

Date

01/18/2023 02:41 PM

Started On: 01/18/2023 01:40 PM



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Change Order

PROJECT: (Name and address)

Williamson County
Children's Advocacy Center
1811 SE Inner Loop
Georgetown, TX 78626

CONTRACT INFORMATION:

Contract For: General Construction

CHANGE ORDER INFORMATION:

Change Order Number: 008

Date: 11/23/2021

Date: 01/16/2023

OWNER: (Name and address)

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

ARCHITECT: (Name and address)

BLGY Architecture
8001 Centre Park Drive, Suite 150
Austin, TX 78754

CONTRACTOR: (Name and address)

J. T. Vaughn Construction
10355 Westpark Drive
Houston, Texas 77042

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Change Order No. 008 includes the below listed Vaughn Change Proposal No. 0017. For Vaughn Project No. 2860-01.

- CP No. 0017 - Project Delay Time Extension

\$ 31,000.00

The original Contract Sum was	\$ 7,749,572.00
The net change by previously authorized Change Orders	\$ 375,533.00
The Contract Sum prior to this Change Order was	\$ 8,125,105.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 31,000.00
The new Contract Sum including this Change Order will be	\$ 8,156,105.00

The Contract Time will be increased by thirty-five (35) days.

The new date of Substantial Completion will be 03/27/23

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

BLGY Architecture

ARCHITECT (Firm name)

SIGNATURE

Brody Harris, Architect

PRINTED NAME AND TITLE

DATE

J. T. Vaughn Construction, LLC

CONTRACTOR (Firm name)

SIGNATURE

Mike Simpson, Director of Controls

PRINTED NAME AND TITLE

DATE

Williamson County, Texas

OWNER (Firm name)

SIGNATURE

PRINTED NAME AND TITLE

DATE



1811 SE Inner Loop
Georgetown, TX
78626

T: (512) 663-7461

January 13, 2023

Sita Lakshminarayan
BLGY Architecture
8001 Centre Park Dr. Suite 150
Austin, TX 78754

Re: Children's Advocacy Center

Job No: 286001

Subj: Change Proposal No. 286001-0017

Dear Sir or Madam:

We respectfully submit our proposal for an increase to our contract in the amount of \$31,000 (thirty-one thousand) dollars to provide Time Extension - Delays for the above referenced project.

This a contract time extension change proposal. We are requesting a 35 calendar day extension to the substantial completion to accommodate weather delays, City of Georgetown transformer procurement delays, and City of Georgetown Fire Marshal delays. Additionally, per Section 5.1.2.2 of the contract, we are requesting General Conditions for 20 of these days at a rate of \$1,550/day.

Our price is valid for Fourteen (14) days

Please indicate your acceptance of this change proposal by signing and returning one copy of the attached Form B breakdown of our cost.

Very truly yours,
VAUGHN CONSTRUCTION



Doug Boram

Attachments: Schedule Delay Back-Up

CC: Brody Harris

FORM B

PROJECT: Children's Advocacy Center

CHANGE PROPOSAL NO: 286001-0017

Vaughn Construction : General Conditions (\$1,550/Day per Section 5.1.2.2 of Contract) - 20 Days	\$0.00	\$31,000.00	\$0.00	\$31,000.00
Totals	\$0.00	\$31,000.00	\$0.00	\$31,000.00

TOTAL

\$31,000.00

TIME EXTENSION TO CONTRACT:

35 Days

New Substantial Completion: 3/27/23

Submitted Date: 1/12/2023

Accepted

By: _____

Date: _____

VAUGHN CONSTRUCTION

By: 
Doug Boram

Proposal Valid for 14 Days

12/22 Meeting Agenda where delays/request for time extension were discussed. Relevant sections highlighted.

**Williamson County
Children's Advocacy Center**



Owner, Architect & Contractor Meeting
Meeting Agenda for December 22, 2022

I. SWPPP & Project Safety Review:

12/22/22 –

- Weekly Leadership Engagement
- GeoSolutions sending out monthly reports
- Review Pre-Freeze Procedures

II. Project Schedule:

12/22/22 – Current Project Status

- Dryfall paint starting
- Tape/Float/Prime ongoing
- Ceiling grid starting
- Fire Sprinkler High & Low System Ongoing
- Est. Power On 12/27
- Wire pull ongoing, finishing disconnects to AHUs
- Upper Ceiling Light Strut installation ongoing
- Exterior Insulation and Furring Ongoing
- Overhead MEP ongoing – Prepping for Air On

12/08/22 – Last Meeting Project Status

- Tape/Float ongoing (est. finish 12/13)
- Soffit/Fascia: In-Place Mock-Up proceeding
- Remaining brick received 12/7, everything except front est. finish 12/16
- Overhead MEP ongoing
- Fire Sprinkler High System Overhead started 12/7
- Electrical Distribution and Panel Infill in progress, Power-On est. 12/12 by 12/16, will distribute confirmed date

Summary of Extension Request

Claiming Days

- Vaughn would like to formalize claims for the following items:
- Weather Days: 7 days
- CoG Fire Marshal Delays: 14 days
- CoG XFMR Delays: 14 days
- ASI 29/30: TBD (Added or Revised Scope Only)

Fire Service Line Update

- (See Old Business for Old Items)
- Hot Tap pending Vaughn internal approval. Will schedule tap for 48h after final plan approval to give all parties enough time to prepare.

COG Transformer Update

- See Old Business for Old Items)
- CoG green tagged transformer 12/20/22 after delaying from 12/15/22.
- Meter set today, 12/22/22.
- Power On – 12/27/22.

Entry Plaza

- ASI 29 Issued.
- Subs refining pricing.
- Vaughn pushing for NTP as soon as pricing is close enough for solid ROM.



**Williamson County
Children's Advocacy Center**
Owner, Architect & Contractor Meeting
Meeting Agenda for December 22, 2022



Weather Days

- 8/28 – Rain Day – Roofing and Waterproofing
- 8/19 – Rain Day – Roofing and Waterproofing
- 8/22 – Rain Day – Roofing and Waterproofing
- 8/30 – Rain Day – Roofing and Waterproofing
- 8/31 – Chance of Rain – Roofing
- 9/1 – Rain Day – Roofing
- 9/2 – Rain Day – Roofing
- **9/19 – Client Tours – Job Shut Down**
- 10/17 – Rain Day – Exterior Activities
- 10/24 – Morning Rain – Exterior Activities
- 11/21 – Light Rain All Day – Exterior Waterproofing
- 12/12 – Rain Day – Exterior Activities
- 12/22 – Cold Weather – Hardie Installation

13 recorded weather days (including 1 job shut down for tours) that delayed dry-in and finish activities.

Project Completion Date: February 20th, 2023

III. ASI / PRs:

12/22/22 – Recently issued ASI's:

- ASI #25 – Building Labeling System (small CP)
- ASI #26 – Revised Grading at South of Building (small CP)
- ASI #27 – Head Flashing at Doors/Windows (small CP – may need add'l flashing)
- ASI #28 – Decorative Tree Revisions (CP)
- ASI #29 – Entry Plaza
- Upcoming: "Go" Items from Potential Add Meeting

IV. CP / WRP / PR:

12/22/22 – CP/WRP Logs

- OCOs 1, 2, and 3 completed
- OCOs 4, 5, and 6 completed
- OCO 7 completed
- WRPs 58-67 drafted
- WRPs 68 onwards in draft

V. RFI / Constructability Review:

See Attached

12/22/22 – See attached RFI Log

VI. Submittals:

12/22/22 – Submittal Questions / Critical Submittals:

- Review Outstanding/Upcoming Submittal Log

VII. Payment Application:

12/22/22

- November: Funded
- December: In Draft



**Williamson County
Children's Advocacy Center**
Owner, Architect & Contractor Meeting
Meeting Agenda for December 22, 2022



VIII. New Business:

12/22/22

- Review Issues Log – Updated through latest BLGY Obs. Report, many items ready for BLGY review.

Dates not explicitly stated, but fire sprinkler shop drawings were in CoG review for multiple weeks longer than anticipated or 'typical'.

IX. Old Business:

Fire Line Update

- Stamped drawings are approved by GreenTag
- Fire Marshall approved drawings. Permit pulled.
- RFI 102R1 – Proceeding with 12-8 Tap, 8" RPDA, 8" Fire Line. Austin Fire Protection has confirmed larger service line should only have positive impact on their system and nothing in the building will need to change.
- Hot Tap ETA

CoG Transformer

- CoG never confirmed fabrication of the transformer for this project.
- CoG missed 11/22 deadline due to inability to schedule install prior to Thanksgiving holiday.
- CoG brought out a different/wrong transformer on 11/30. Informed us they had taken that transformer from a different project/order thinking it could work.
- CoG sourced new transformer from Dallas with expected delivery of 12/6. On 12/6, CoG notified our team that their had been a mixup and they received the wrong transformer from Dallas.
- Today, 12/8, CoG has informed us the correct transformer has come in from Dallas and is on the way for install.
- (Prev. Minutes) Transformer to be installed 11/22 before impacting schedule
- (Prev. Minutes) "Available" for the week of 11/21

Original XFMR Deadline and Date committed to by CoG: 11/22

Operable Partition

- Operable Partition delivery date is set for late February

Water Tap

- Plans received from CoG
- Line feeds multiple facilities nearby and would require shut down/outage
- Wilco: Facilities cannot be shut down. They require 24/7 utilities online (JJC, EOC)
- Vaughn is proceeding with Hot Tap.

Actual Delivery: 12/8

Upcoming Dates

1/5/23, 9:00 AM – OAC Meeting (Bi-weekly)

Commissioners Court - Regular Session**20.****Meeting Date:** 01/24/2023

Children's Advocacy Center (P530) - Vaughn Change Order 9

Submitted For: Dale Butler**Submitted By:** Christy Matoska, Facilities Management**Department:** Facilities Management**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on Vaughn Construction, Change Order No. 9 for the Williamson County Children's Advocacy Center Addition Project (P530) in the amount of \$119,804.00. Funding Source is P530.

Background

This change order is for changes in scope requested by Williamson County and will be from owner's contingency. Department point of contact is Angel Gomez. There are no added days to substantial completion.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

CO #9

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Christy Matoska

Final Approval Date: 01/18/2023

Reviewed By

Becky Pruitt

Date

01/18/2023 02:43 PM

Started On: 01/18/2023 01:59 PM

AIA® Document G701™ – 2017

Change Order

PROJECT: (Name and address) Williamson County Children's Advocacy Center 1811 SE Inner Loop Georgetown, TX 78626	CONTRACT INFORMATION: Contract For: General Construction Date: 11/23/2021	CHANGE ORDER INFORMATION: Change Order Number: 009 Date: 01/16/2023
OWNER: (Name and address) Williamson County, Texas 710 Main Street, Suite 101 Georgetown, TX 78626	ARCHITECT: (Name and address) BLGY Architecture 8001 Centre Park Drive, Suite 150 Austin, TX 78754	CONTRACTOR: (Name and address) J. T. Vaughn Construction 10355 Westpark Drive Houston, Texas 77042

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Change Order No. 009 includes the below listed Vaughn Change Proposal No. 0018. For Vaughn Project No. 2860-01.

- CP No. 0018 - ASI 29 Entry Plaza Revisions \$ 119,804.00

The original Contract Sum was	\$ 7,749,572.00
The net change by previously authorized Change Orders	\$ 406,533.00
The Contract Sum prior to this Change Order was	\$ 8,156,105.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 119,804.00
The new Contract Sum including this Change Order will be	\$ 8,275,909.00

The Contract Time will be unchanged.

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

BLGY Architecture ARCHITECT (Firm name)  SIGNATURE Brody Harris, Architect PRINTED NAME AND TITLE 1/16/23 DATE	J. T. Vaughn Construction, LLC CONTRACTOR (Firm name)  SIGNATURE Mike Simpson, Director of Controls PRINTED NAME AND TITLE 1/16/23 DATE	Williamson County, Texas OWNER (Firm name) SIGNATURE PRINTED NAME AND TITLE DATE
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1811 SE Inner Loop
Georgetown, TX
78626

T: (512) 663-7461

January 12, 2023

Sita Lakshminarayan
BLGY Architecture
8001 Centre Park Dr. Suite 150
Austin, TX 78754

Re: Children's Advocacy Center

Job No: 286001

Subj: Change Proposal No. 286001-0018

Dear Sir or Madam:

We respectfully submit our proposal for an increase to our contract in the amount of \$119,804 (one hundred nineteen thousand eight hundred four) dollars to provide entry plaza revisions in accordance with ASI-029 issued by BLGY dated 12/15/2022 for the above referenced project.

Due to material lead times, this scope is expected to be completed after the project's substantial completion date. Per section 5.1.2.2 of the contract, we are requesting General Conditions for 5 days for management of installation after substantial completion.

Our price is valid for Fourteen (14) days

Please indicate your acceptance of this change proposal by signing and returning one copy of the attached Form B breakdown of our cost.

Very truly yours,
VAUGHN CONSTRUCTION

A handwritten signature in blue ink, appearing to read "Doug Beram".

Doug Beram

Attachments: Sub Back-Up & ASI-029 Narrative

CC: Brody Harris

FORM B**PROJECT: Children's Advocacy Center****CHANGE PROPOSAL NO: 286001-0018****QUOTATION :**

<u>Item</u>	<u>Labor</u>	<u>Materials</u>	<u>Subs</u>	<u>Total</u>
Empire Acero, LLC (3):	\$0.00	\$0.00	\$5,324.00	\$5,324.00
4Gen Concrete Inc (24):	\$0.00	\$0.00	\$74,701.00	\$74,701.00
MIL, Ltd. (1001):	\$0.00	\$0.00	\$14,746.00	\$14,746.00
Vaughn Construction - General Works (29):	\$0.00	\$0.00	\$4,372.00	\$4,372.00
Champion Site Prep, Inc. (18):	\$0.00	\$0.00	\$7,298.00	\$7,298.00
Vaughn Construction : Fee (5.5%) excl. Vaughn GW	\$0.00	\$5,613.00	\$0.00	\$5,613.00
Vaughn Construction : General Conditions (\$1,550/Day per Section 5.1.2.2 of Contract) - 5 Days	\$0.00	\$7,750.00	\$0.00	\$7,750.00
Totals	\$0.00	\$13,363.00	\$106,441.00	\$119,804.00

TOTAL**\$119,804.00****TIME EXTENSION TO CONTRACT: 45 Days****Submitted Date: 1/12/2023****Accepted****By:** _____**Date:** _____**VAUGHN CONSTRUCTION****By:** 
Doug Boram**Proposal Valid for 14 Days**

4Gen Concrete, Inc

8947 FM 2244 Rd. Suite 101

Austin, TX 78746

Phone: 512-263-9480

Fax: 512-263-9487

To:

**Doug Boram
Vaughn Construction**

Date:

December 27, 2022

From:

Nathan Boltz

Project:

Williamson County Children's Advocacy Center

Change Order #7

Scope:

Revised entry plaza

Material	1.00	ls	\$32,675.00	\$32,675.00
Equipment	1.00	ls	\$14,515.00	\$14,515.00
Labor	1.00	ls	\$20,720.00	\$20,720.00
Subtotal				\$67,910.00
10% O&P				\$6,791.00

Note: Per plans with cover sheet dated 12-15-2022

Total Bid

\$74,701.00

Please sign and return this form to authorize said work to proceed.

Contractor has 7 days to respond to 4Gen Concrete, Inc. After which, the above quoted price will no longer be valid.

Printed Name

Title

Signature

Date

Thank you,

Nathan Boltz



Fabricators of Commercial and Industrial Steel

City of Houston Certified #367
 1912 Buschong St. Houston, TX 77039
 (713) 691-5200 Main Fax (713) 691-3355 Sales Fax (713) 691-4646

*** CHANGE ORDER REQUEST ***

DATE OF CHANGE ORDER	December 28, 2022
DATE OF LAST REVISION	
MYREX JOB NO.	11804
MYREX CHANGE NO.	-011
CUSTOMER CHANGE ORDER OR RFI NO.	ASI #29
PROJECT	Wilco Children's Advocacy Center
CONTRACTOR NAME	Vaughn Construction (ATX)
PROJECT MANAGER	Doug Boram
JOB SITE PHONE	
JOB SITE FAX	

PLEASE PROCESS A CHANGE ORDER TO OUR PURCHASE ORDER FOR THE EXTRA WORK DESCRIBED BELOW:

New ramp rail design with different form, elevation, support and guardrail

All material will be painted with one coat of Myrex standard shop primer with SSPC-SP2 cleaning u.n.o.

Materials

--

				Material Amount	3,800.00	
Fabrication	Manhours	80.00	Hourly Rate	55.00	Fabrication Labor	4,400.00
Detailing	Manhours	22.00	Hourly Rate	60.00	Detailing Time	1,320.00
Project Mgr	Manhours		Hourly Rate		Project Mgr Time	0.00
				Freight	1,350.00	

ITEM DESCRIPTIONS AND AMOUNTS: Galvanizing, Miscellaneous, Buyouts, etc.

Galvanizing	1,575.00
Expansion bolts	960.00

See Page 2 for Grand Total

Subtotal from Page 1	13,405.00
10.00% Overhead	1,340.50
5.00% Profit	670.25
Erection	
Erection Overhead/Profit	0.00
Customer Adjustment	0.25

NOTES

CHANGE TOTALS

Change Amount	14,746.00
Tax Amount	0.00

GRAND TOTAL 14,746.00

The status of this Change Order is **Unapproved**

Approved = Myrex has received formal Change Order.

Unapproved = Myrex has been authorized to proceed, with formal Change Order to follow.

Quoted only = Myrex has not been authorized to proceed.

PIP = Pricing In Progress.

Please initial here _____ to verify Change Order status.

MYREX INDUSTRIES

Vaughn Construction (ATX)

Ryan Sevcik

Authorized Signature

DUE TO VOLATILITY IN THE CURRENT STEEL MARKET THE PRICE QUOTED ON THIS CHANGE ORDER WILL BE SUBJECT TO POSSIBLE ESCALATION IF THE ORDER IS NOT RECEIVED IN 24 HOURS.

EXTRA WORK WILL NOT BE PERFORMED UNTIL A SIGNED COPY OF THIS REQUEST IS RETURNED TO MYREX INDUSTRIES.

THE CHANGES QUOTED HEREIN WILL IMPACT THE MYREX PRODUCTION SCHEDULE BY A MINIMUM OF 14.00 WORKING DAYS.



SHEET #	DESCRIPTION	HOURS
	NEW RAMP DESIGN WITH DIFFERENT FORM, ELEVATION, SUPPORT AND GUARDRAIL.	22

SCHEDULE IMPACT: **DAYS**

Hours	22
Rate/Hr	60
Cost	1320



January 3, 2023

Doug Boram
J.T. Vaughn Construction, LLC
10355 Westpark Dr.
Houston, TX 77042

10355 Westpark Dr.
Houston, TX 77042

Telephone:
(713) 243-8300

Facsimile:
(713) 243-8350

RE: Wilco Children's Advocacy Center

Subj: Vaughn Project No. 2860-01 – Change Proposal 04

Dear Sir or Madam:

We respectfully submit our proposal for an increase to our contract in the amount of \$4,372 (four thousand three hundred twenty-six dollars and 00/100) to provide temporary protection and cleaning services related to the ASI 29 – Entry Plaza revisions for the above referenced project.

Our price is valid for Ten (10) days

Very Truly Yours,

VAUGHN CONSTRUCTION

A handwritten signature in blue ink, appearing to read "Clayton Coleman", written over the printed name.

Clayton Coleman

Attachments: Subcontractor/Vendor Backup

CC: Project File

Subcontractor Change Proposal Cover Sheet

Rev. 4.20.17

Project Name: Wilco CAC

SubContractor Name: Vaughn General Works

Description of Change: ASI 29 - Temporary Protection of installed finishes and Temporary Cleaning services

Prepared By: Clayton Coleman

Change Proposal No. 004

Change Proposal Date 1/3/2023

Line Item	Description	Quantity	Units	Unit Labor Cost	Labor Hours	Labor Rate	Labor Total	RT Labor Burden Rate	OT Labor Burden Rate	Labor Burden	Mat/Equip Unit Cost	Material Equipment Total	Subcontract
1	Labor - Addl Clean-up & Safety Maintenance												
2	General Laborer/ Helper (crew of 1, 3 weeks, half burden)	60.00	HR		1.00	17.50	1,050.00	42.00%		441.00		0.00	
3	Working Foreman (crew of 1, 3 weeks, quarter burden)	30.00	HR		1.00	24.00	720.00	42.00%		302.40		0.00	
4													
5	Material/ Equipment												
6	Addl. Dumpster Pulls	1.00	EA				0.00			0.00	495.00	495.00	
5	Addl. Small Tools (bits, blades, etc.)	1.00	LS				0.00			0.00	125.00	125.00	
6	Addl. Temporary Protection (Plastic/Tape)	1.00	LS				0.00			0.00	250.00	250.00	
7	Addl. Safety Measures/ Maintenance - Misc. Materials	1.00	LS				0.00			0.00	125.00	125.00	
8	Addl. Clean-up - Misc. Materials/Equip	1.00	LS				0.00			0.00	125.00	125.00	
9							0.00			0.00		0.00	
10	Layout/ Field Engineering												
11	Foreman (crew of 1, 1/2 week, half burden)	10.00	HR		1.00	24.00	240.00	42.00%		100.80		0.00	
12	Addl. Consumables (tape, prints, etc.)	0.00	LS				0.00			0.00	25.00	0.00	
13							0.00			0.00		0.00	
14	Subcontractor												
15							0.00			0.00		0.00	
16							0.00			0.00		0.00	
17							0.00			0.00		0.00	
18							0.00			0.00		0.00	
SUBTOTAL					1		2,010			844		1,120	0

Work Performed by Contractor													
10%	Work preformed by Subcontractors own employees										SUBTOTAL	\$	3,974.20
	FEE (includes Profit and Overhead Fee)											\$	397.42
	Managing subcontracted work (per Contract)										SUB TOTAL	\$	-
Managed Subcontracted Work	FEE (includes Profit and Overhead Fee)											\$	-
10%								SUB TOTAL			\$	4,371.62	
								Bond Rate % if applicable:			0.000%	\$	-
								TOTAL FOR THIS CHANGE PROPOSAL			\$	4,372	



CHAMPION SITE PRE

6301 N. IH 35

GEORGETOWN, TX 78633

(512) 863-3453 / WWW.IDIGDIRT.COM

ADDITIONAL WORK / CHANGE AUTHORIZATION

JOEY@IDIGDIRT.COM

NTE Ramp Installation: Wilco CAC

DATE:	01/12/23	JOB NAME:	Wilco CAC
TO:	Vaughn Construction	ESTIMATOR:	JC
ATTN:	Shawn Baggett	LOCATION:	Georgetown

	DESCRIPTION	QTY	UNIT	RATE	
1.	Blade w/ Operator	9	HR	\$215.00	\$1,935.00
2.	Roller w/ Operator	9	HR	\$162.00	\$1,458.00
3.	Rubber Tire Loader w/ Operator	9	HR	\$192.00	\$1,728.00
4.	Survey/Layout Crew	5	HR	\$245.00	\$1,225.00
SUBTOTAL:					\$6,346.00
	OH&P	1	15%		\$951.90
TOTAL:					\$7,297.90

Description of Work: T&M Pricing on ramp installation.

The scope items above include items not part of overhead including: FUEL, OIL, GREASE, MAINTENANCE, INSURANCE, SMALL TOOLS, LIGHT TRUCKS, SURVEY/CAD EQUIPMENT, AND OVERTIME IF APPLICABLE.

NOTE: Pricing per GC REQUEST. Scope not listed above is not included. Price is valid for 30 days.

ACCEPTANCE OF PROPOSAL- The above prices, specifications and conditions are satisfactory and are hereby accepted.

AUTHORIZED SIGNATURE

DATE OF ACCEPTANCE

Daily Time and Materials (T&M) Report

Date: 1/6/2023

Foreman: Luke Hoage (LUKE HOAGE)

Champion Site Prep, Inc.

2199 (WILCO CHILD ADVOCACY CENTER)

Pay Item: (none)

2401 - T&M

Quantity: 5

Notes:

Work on concrete plaza area

5hrs motor grader

5hrs operator

5hrs loader

5hrs operator

5hrs roller

5hrs operator

Labor

O - OPERATOR

L - LABORER

O - OPERATOR

Hours

5

5

5

Total Labor Hours: 15

Equipment

Hours

MG-15 - John Deere 772G - #3439
SDR-27 - HAMM H10I - #0936
WL-17 - Komatsu WA 320-8 - #5581

4
4
4

Total Equipment Hours: 12

A handwritten signature in black ink, consisting of a stylized 'S' followed by a large, sweeping 'B'.

Daily Time and Materials (T&M) Report

Date: 1/7/2023

Foreman: Luke Hoage (LUKE HOAGE)

Champion Site Prep, Inc.

2199 (WILCO CHILD ADVOCACY CENTER)

Pay Item: (none)

2401 - T&M

Quantity: 0

Notes:

T&M work work on plaza area and make a excavation area to

Lose material on site

8hrs motor grader

8hrs operator

8hrs loader

8hrs operator

8hrs roller

8hrs operator

1/2 Day at Plaza Area (4 hrs each + layout)
1/2 Day for Spoils Removal (4 hrs each + layout)

Labor

O - OPERATOR

L - LABORER

O - OPERATOR

Hours

8

8

8

Total Labor Hours: 24

Equipment**Hours**

MG-15 - John Deere 772G - #3439

6

SDR-27 - HAMM H10I - #0936

6

WL-17 - Komatsu WA 320-8 - #5581

6

Total Equipment Hours: 18A handwritten signature in black ink, consisting of a stylized 'S' followed by a loop and a 'B'.



8001 Centre Park Dr.
Suite 150
Austin, TX 78754
512.977.0390 t
512.977.0838 f
www.blgy.com

ARCHITECT'S SUPPLEMENTAL INSTRUCTION (ASI)

PROJECT: Wilco Children's Advocacy Center – Addition

ASI NO:

29

PROJECT NO: 22002.0

TO: Doug Boram

DATE: 12/15/2022

This Architectural Supplemental Instruction is issued for the purpose of providing information or clarification to the Contract Documents. The work shall be carried out in accordance with the following supplemental instructions issued in accordance with the Contract Documents without change in Contract Sum or Contract Time. Indicate your acceptance of these instructions as consistent with the Contract Documents and return signed copy to the Owner and Architect.

INSTRUCTION(S): Entry Plaza Modifications

See attached revised Architectural sheet A1.03 ALT this will replace A1.03 when procing is approved.

Also see attached revised Structural sheets S2.01C and S3.13

Issued By: **BLGY, Inc.**

Accepted By:

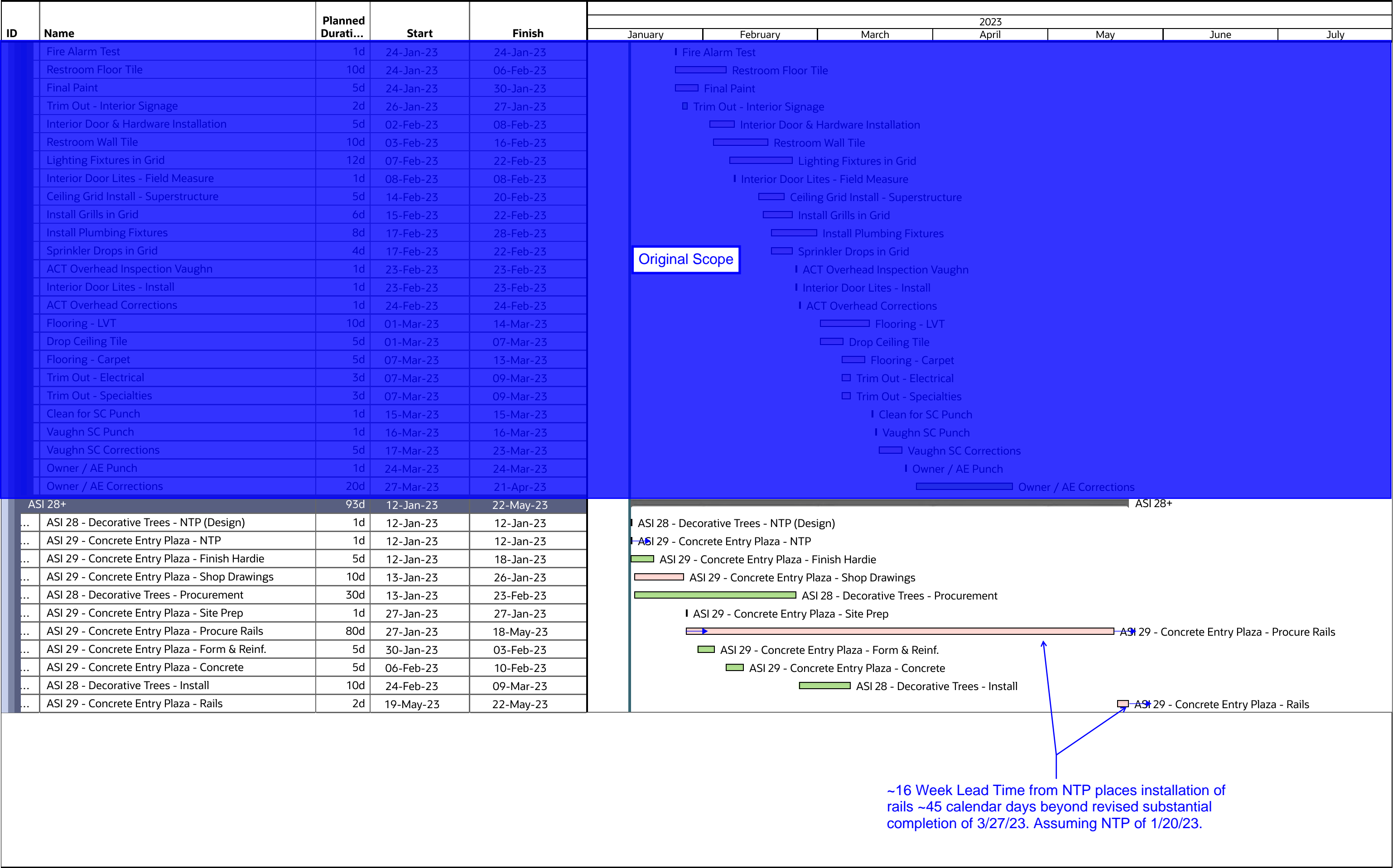
Brody Harris/ Sita Lakshminarayan

CM Vaughn Construction

Date: _____

Copies: Angel Gomez, Project Manager

Wilco



Commissioners Court - Regular Session**21.****Meeting Date:** 01/24/2023

Children's Advocacy Center (P530) - Vaughn Change Order 10

Submitted For: Dale Butler**Submitted By:** Christy Matoska, Facilities Management**Department:** Facilities Management**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on Vaughn Construction, Change Order No. 10 for the Williamson County Children's Advocacy Center Addition Project (P530) in the amount of \$0.00.

Background

This change order is for changes in scope requested by Williamson County. Department point of contact is Angel Gomez. There are no added days to substantial completion

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

CO #10

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Christy Matoska

Final Approval Date: 01/18/2023

Reviewed By

Becky Pruitt

Date

01/18/2023 02:42 PM

Started On: 01/18/2023 01:56 PM

AIA® Document G701™ – 2017

Change Order

PROJECT: (Name and address)

Williamson County
Children's Advocacy Center
1811 SE Inner Loop
Georgetown, TX 78626

CONTRACT INFORMATION:

Contract For: General Construction

CHANGE ORDER INFORMATION:

Change Order Number: 010

Date: 11/23/2021

Date: 01/16/2023

OWNER: (Name and address)

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

ARCHITECT: (Name and address)

BLGY Architecture
8001 Centre Park Drive, Suite 150
Austin, TX 78754

CONTRACTOR: (Name and address)

J. T. Vaughn Construction
10355 Westpark Drive
Houston, Texas 77042

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Change Order No. 010 includes the below listed Vaughn WRPs 41-69. For Vaughn Project No. 2860-01.

- WRP No. 41 - Fire Sprinkler System Revisions
- WRP No. 42 - Roof Curb Flashing Buyout
- WRP No. 43 - RFI 061 Revisions
- WRP No. 44 - Upgrade Exterior Conduit Penetrations
- WRP No. 45 - Exterior Metal Flashing Install Buyout
- WRP No. 46 - Transformer Pad Buyout
- WRP No. 47 - Re-furr Nurses Room 131
- WRP No. 48 - RFI 077 Revisions
- WRP No. 49 - RFI 067R1 Revisions - Drywall Only
- WRP No. 50 - RFI 083 Revisions
- WRP No. 51 - RFI 090 Revisions
- WRP No. 52 - Additional SWPPP Inspections
- WRP No. 53 - Additional ASI 12 Window Frames
- WRP No. 54 - RFI 025 Revisions
- WRP No. 55 - IT Room Plywood Buyout
- WRP No. 56 - Expansion Joint Cover Buyout
- WRP No. 57 - RFI 087 Revisions
- WRP No. 58 - Existing Building Hardware Buyout
- WRP No. 59 - RFI 096 Revisions
- WRP No. 60 - RFI 099 Revisions
- WRP No. 61 - RFI 098 Revisions
- WRP No. 62 - RFI 100 Revisions
- WRP No. 63 - ADA Shower Buyout
- WRP No. 64 - RFI 067 and 082 Revisions - Duct Only
- WRP No. 65 - Air Barrier Caulk at Roof Line
- WRP No. 66 - Additional Exterior Metal Flashing Install Buyout
- WRP No. 67 - Emseal and EJ Membrane Buyout
- WRP No. 68 - RFI 105 Revisions
- WRP No. 69 - Trough Covers Buyout

The original Contract Sum was	\$ 7,749,572.00
The net change by previously authorized Change Orders	\$ 526,337.00
The Contract Sum prior to this Change Order was	\$ 8,275,909.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 0.00
The new Contract Sum including this Change Order will be	\$ 8,275,909.00
The Contract Time will be unchanged.	

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

BLGY Architecture	J. T. Vaughn Construction, LLC	Williamson County, Texas
ARCHITECT (Firm name)	CONTRACTOR (Firm name)	OWNER (Firm name)
		
SIGNATURE	SIGNATURE	SIGNATURE
Brody Harris, Architect	Mike Simpson, Director of Controls	
PRINTED NAME AND TITLE	PRINTED NAME AND TITLE	PRINTED NAME AND TITLE
1/16/23	1/16/23	
DATE	DATE	DATE

October 24, 2022

Angel Gomez
Williamson County
3101 SE Inner Loop
Georgetown, TX 78626

VAUGHN
CONSTRUCTION
10355 Westpark Dr
Houston, TX 77042

Re: **Wilco Children's Advocacy Center**
Vaughn Project No. 2860-01

Sub: WRP No. 041

Dear Mr. Gomez:

The items below require fund transfers with change orders issued to the affected subcontractors. Funds were budgeted for this type of work within the GMP and held within the accounting codes given within Vaughn Construction's accounting system.

The amounts listed next to each line will be moved via our accounting Revision No. 59. Neither the overall GMP, Cost of Work, nor Contingency will be affected by this change.

The change represents:

Revisions to the fire sprinkler system including redesign, re-engineering, and additional material, labor, and equipment required for installation.

Work Category	Subcontractor/WRP	Acct Code	Description	Amount
21.01	Austin Fire Protection	21-13-01	Change Proposal #2	\$46,240
7.50	Roofing WRP	01-21-35	REVISION #41	(\$27,006)
21.01	Fire Suppression WRP	01-21-35	REVISION #41	(\$9,234)
33.01	Site Utilities WRP	01-21-35	REVISION #41	(\$10,000)
net				\$0

If there are any questions, please contact this office.

Very Truly Yours,

VAUGHN CONSTRUCTION


Doug Boram

Cc: Job File

WILLIAMSON COUNTY


Angel Gomez

10.27.22

Date

November 2, 2022

Angel Gomez
Williamson County
3101 SE Inner Loop
Georgetown, TX 78626



10355 Westpark Dr
Houston, TX 77042

Re: **Wilco Children's Advocacy Center**
Vaughn Project No. 2860-01

Sub: WRP No. 042

Dear Mr. Gomez:

The items below require fund transfers with change orders issued to the affected subcontractors. Funds were budgeted for this type of work within the GMP and held within the accounting codes given within Vaughn Construction's accounting system.

The amounts listed next to each line will be moved via our accounting Revision No. 60. Neither the overall GMP, Cost of Work, nor Contingency will be affected by this change.

The change represents:
Buyout of roof curb counterflashing.

Work Category	Subcontractor/WRP	Acct Code	Description	Amount
10.01	Texas Traditions	07-22-01	Change Proposal #4	\$1,749
7.5	Roofing WRP	01-21-35	REVISION #42	(\$1,749)
net				\$0

If there are any questions, please contact this office.


Very Truly Yours,

VAUGHN CONSTRUCTION


WILLIAMSON COUNTY



Doug Boram



Angel Gomez



Date

Cc: Job File

October 10, 2022

Angel Gomez
Williamson County
3101 SE Inner Loop
Georgetown, TX 78626

VAUGHN
CONSTRUCTION
10355 Westpark Dr
Houston, TX 77042

Re: **Wilco Children's Advocacy Center**
Vaughn Project No. 2860-01

Sub: WRP No. 043

Dear Mr. Gomez:

The items below require fund transfers with change orders issued to the affected subcontractors. Funds were budgeted for this type of work within the GMP and held within the accounting codes given within Vaughn Construction's accounting system.

The amounts listed next to each line will be moved via our accounting Revision No. 61. Neither the overall GMP, Cost of Work, nor Contingency will be affected by this change.

The change represents:
RFI 061 revisions.

Work Category	Subcontractor/WRP	Acct Code	Description	Amount
26.01	Doyle Electric	26-05-01	Change Proposal #07	\$987
	SDI - Doyle (1.25%)	01-02-30		\$12
26.01	Electrical WRP	01-21-35	REVISION #43	(\$999)
net				\$0

If there are any questions, please contact this office.

Very Truly Yours,

VAUGHN CONSTRUCTION



Doug Boram

Cc: Job File

WILLIAMSON COUNTY


Angel Gomez

Date

October 10, 2022

Angel Gomez
Williamson County
3101 SE Inner Loop
Georgetown, TX 78626

VAUGHN
CONSTRUCTION
10355 Westpark Dr
Houston, TX 77042

Re: **Wilco Children's Advocacy Center**
Vaughn Project No. 2860-01

Sub: WRP No. 044

Dear Mr. Gomez:

The items below require fund transfers with change orders issued to the affected subcontractors. Funds were budgeted for this type of work within the GMP and held within the accounting codes given within Vaughn Construction's accounting system.

The amounts listed next to each line will be moved via our accounting Revision No. 62. Neither the overall GMP, Cost of Work, nor Contingency will be affected by this change.

The change represents:

Replace MC pathway penetrations to exterior power receptacles with rigid conduit per General Note #3 in HCE Observation Report dated 9/26/22. Includes resealing of the penetrations through the air barrier.

Work Category	Subcontractor/WRP	Acct Code	Description	Amount
26.01	Doyle Electric	26-05-01	Change Proposal #9	\$2,775
7.01	Aquatech	07-10-01	Change Proposal #3	\$400
	SDI - Doyle (1.25%)	01-02-30		\$35
26.01	Electrical WRP	01-21-35	REVISION #44	(\$3,210)
net				\$0

If there are any questions, please contact this office.

Very Truly Yours,

VAUGHN CONSTRUCTION

WILLIAMSON COUNTY



Doug Boram



Angel Gomez

Date

Cc: Job File

October 10, 2022

Angel Gomez
Williamson County
3101 SE Inner Loop
Georgetown, TX 78626



10355 Westpark Dr
Houston, TX 77042

Re: **Wilco Children's Advocacy Center**
Vaughn Project No. 2860-01

Sub: WRP No. 045

Dear Mr. Gomez:

The items below require fund transfers with change orders issued to the affected subcontractors. Funds were budgeted for this type of work within the GMP and held within the accounting codes given within Vaughn Construction's accounting system.

The amounts listed next to each line will be moved via our accounting Revision No. 63. Neither the overall GMP, Cost of Work nor Contingency will be affected by this change.

The change represents:

Installation of window head metal flashing, exterior door head flashing, and siding-to-brick transition metal flashing. (Material bought out in WRP No. 033)

Work Category	Subcontractor/WRP	Acct Code	Description	Amount
7.01	Aquatech	07-10-01	Change Proposal #2	\$5,050
7.50	Roofing WRP	01-21-35	REVISION #45	(\$5,050)
net				\$0

If there are any questions, please contact this office.

Very Truly Yours,

VAUGHN CONSTRUCTION


Doug Boram

Cc: Job File

WILLIAMSON COUNTY


Angel Gomez

Date

October 17, 2022

Angel Gomez
Williamson County
3101 SE Inner Loop
Georgetown, TX 78626



10355 Westpark Dr
Houston, TX 77042

Re: **Wilco Children's Advocacy Center**
Vaughn Project No. 2860-01

Sub: WRP No. 046

Dear Mr. Gomez:

The items below require fund transfers with change orders issued to the affected subcontractors. Funds were budgeted for this type of work within the GMP and held within the accounting codes given within Vaughn Construction's accounting system.

The amounts listed next to each line will be moved via our accounting Revision No. 64. Neither the overall GMP, Cost of Work nor Contingency will be affected by this change.

The change represents:
Transformer pad buyout.

Work Category	Subcontractor/WRP	Acct Code	Description	Amount
3.01	4Gen Concrete	03-05-01	Change Proposal #6	\$3,081
3.01	Concrete WRP	01-21-35	REVISION #46	(\$3,081)
net				\$0

If there are any questions, please contact this office.

Very Truly Yours,

VAUGHN CONSTRUCTION

WILLIAMSON COUNTY



Doug Boram



Angel Gomez

10.31.22
Date

Cc: Job File

November 21, 2022

Angel Gomez
Williamson County
3101 SE Inner Loop
Georgetown, TX 78626

VAUGHN
CONSTRUCTION
10355 Westpark Dr
Houston, TX 77042

Re: **Wilco Children's Advocacy Center**
Vaughn Project No. 2860-01

Sub: WRP No. 047

Dear Mr. Gomez:

The items below require fund transfers with change orders issued to the affected subcontractors. Funds were budgeted for this type of work within the GMP and held within the accounting codes given within Vaughn Construction's accounting system.

The amounts listed next to each line will be moved via our accounting Revision No. ⁷²~~70~~. Neither the overall GMP, Cost of Work nor Contingency will be affected by this change.

The change represents:

Re-furr north wall of Nurse Office Room 131 for ADA compliance.

Work Category	Subcontractor/WRP	Acct Code	Description	Amount
9.01	Standard Drywall, Inc.	09-29-01	Change Proposal #18	\$849
	SDI - Standard (1.25%)	01-02-30		\$11
7.80	Fireproofing WRP	01-21-35	REVISION #47	(\$860)
net				\$0

If there are any questions, please contact this office.

Very Truly Yours,

VAUGHN CONSTRUCTION



Doug Boram

Cc: Job File

WILLIAMSON COUNTY



Angel Gomez

12.1.22

Date

November 14, 2022

Angel Gomez
Williamson County
3101 SE Inner Loop
Georgetown, TX 78626

VAUGHN
CONSTRUCTION
10355 Westpark Dr
Houston, TX 77042

Re: **Wilco Children's Advocacy Center**
Vaughn Project No. 2860-01

Sub: WRP No. 048

Dear Mr. Gomez:

The items below require fund transfers with change orders issued to the affected subcontractors. Funds were budgeted for this type of work within the GMP and held within the accounting codes given within Vaughn Construction's accounting system.

The amounts listed next to each line will be moved via our accounting Revision No. ~~74~~⁷³. Neither the overall GMP, Cost of Work nor Contingency will be affected by this change.

The change represents:
RFI 77 revisions.

Work Category	Subcontractor/WRP	Acct Code	Description	Amount
9.01	Standard Drywall, Inc.	09-29-01	Change Proposal #21	\$1,069
	SDI - Standard (1.25%)	01-02-30		\$13
9.01	Drywall WRP	01-21-35	REVISION #48	(\$723)
7.50	Roofing WRP	01-21-35	REVISION #48	(\$359)
net				\$0

If there are any questions, please contact this office.

Very Truly Yours,

VAUGHN CONSTRUCTION

WILLIAMSON COUNTY


Doug Boram


Angel Gomez

12.1.22
Date

Cc: Job File

December 29, 2022

Angel Gomez
Williamson County
3101 SE Inner Loop
Georgetown, TX 78626

VAUGHN
CONSTRUCTION
10355 Westpark Dr
Houston, TX 77042

Re: **Wilco Children's Advocacy Center**
Vaughn Project No. 2860-01

Sub: WRP No. 049

Dear Mr. Gomez:

The items below require fund transfers with change orders issued to the affected subcontractors. Funds were budgeted for this type of work within the GMP and held within the accounting codes given within Vaughn Construction's accounting system.

The amounts listed next to each line will be moved via our accounting Revision No. 74. Neither the overall GMP, Cost of Work nor Contingency will be affected by this change.

The change represents:

RFI 77 revisions' impact to drywall only. For HVAC impact, reference WRP No. 064.

Work Category	Subcontractor/WRP	Acct Code	Description	Amount
9.01	Standard Drywall, Inc.	09-29-01	Change Proposal #22	\$849
	SDI - Standard (1.25%)	01-02-30		\$11
7.50	Roofing WRP	01-21-35	REVISION #49	(\$860)
net				\$0

If there are any questions, please contact this office.

Very Truly Yours,

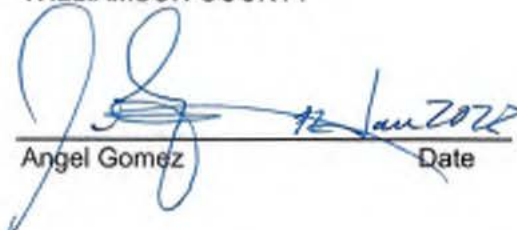
VAUGHN CONSTRUCTION



Doug Boram

Cc: Job File

WILLIAMSON COUNTY


Angel Gomez
Date 12 Jan 2022

November 14, 2022

Angel Gomez
Williamson County
3101 SE Inner Loop
Georgetown, TX 78626

VAUGHN
CONSTRUCTION
10355 Westpark Dr
Houston, TX 77042

Re: **Wilco Children's Advocacy Center**
Vaughn Project No. 2860-01

Sub: WRP No. 050

Dear Mr. Gomez:

The items below require fund transfers with change orders issued to the affected subcontractors. Funds were budgeted for this type of work within the GMP and held within the accounting codes given within Vaughn Construction's accounting system.

The amounts listed next to each line will be moved via our accounting Revision No. ⁷⁵~~73~~. Neither the overall GMP, Cost of Work nor Contingency will be affected by this change.

The change represents:
RFI 83 revisions.

Work Category	Subcontractor/WRP	Acct Code	Description	Amount
9.01	Standard Drywall, Inc.	09-29-01	Change Proposal #24	\$4,167
	SDI - Standard (1.25%)	01-02-30		\$52
7.50	Roofing WRP	01-21-35	REVISION #50	(\$4,219)
net				\$0

If there are any questions, please contact this office.

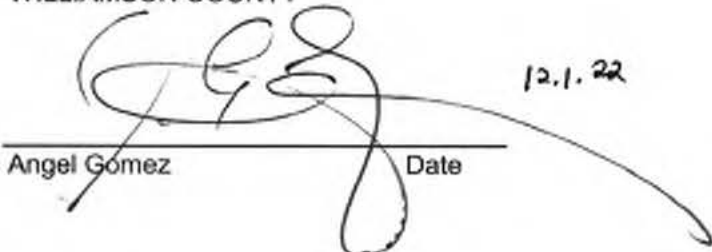
Very Truly Yours,

VAUGHN CONSTRUCTION


Doug Boram

Cc: Job File

WILLIAMSON COUNTY


Angel Gomez Date 12.1.22

November 14, 2022

Angel Gomez
Williamson County
3101 SE Inner Loop
Georgetown, TX 78626



10355 Westpark Dr
Houston, TX 77042

Re: **Wilco Children's Advocacy Center**
Vaughn Project No. 2860-01

Sub: WRP No. 051

Dear Mr. Gomez:

The items below require fund transfers with change orders issued to the affected subcontractors. Funds were budgeted for this type of work within the GMP and held within the accounting codes given within Vaughn Construction's accounting system.

The amounts listed next to each line will be moved via our accounting Revision No. ~~74~~⁷⁶. Neither the overall GMP, Cost of Work nor Contingency will be affected by this change.

The change represents:
RFI 90 revisions.

Work Category	Subcontractor/WRP	Acct Code	Description	Amount
9.01	Standard Drywall, Inc.	09-29-01	Change Proposal #25	\$1,626
	SDI - Standard (1.25%)	01-02-30		\$20
7.50	Roofing WRP	01-21-35	REVISION #51	(\$1,646)
net				\$0

If there are any questions, please contact this office.


Very Truly Yours,

VAUGHN CONSTRUCTION


Doug Beram

Cc: Job File

WILLIAMSON COUNTY


Angel Gomez
Date 12.1.22

December 5, 2022

Angel Gomez
Williamson County
3101 SE Inner Loop
Georgetown, TX 78626

VAUGHN
CONSTRUCTION
10355 Westpark Dr
Houston, TX 77042

Re: **Wilco Children's Advocacy Center**
Vaughn Project No. 2860-01

Sub: WRP No. 052

Dear Mr. Gomez:

The items below require fund transfers with change orders issued to the affected subcontractors. Funds were budgeted for this type of work within the GMP and held within the accounting codes given within Vaughn Construction's accounting system.

The amounts listed next to each line will be moved via our accounting Revision No. 77. Neither the overall GMP, Cost of Work nor Contingency will be affected by this change.

The change represents:

4 additional SWPPP inspections for November '22, December '22, January '23, and February '23.

Work Category	Subcontractor/WRP	Acct Code	Description	Amount
31.02	GeoSolutions	31-25-02	Change Proposal #1	\$1,200
31.01	Earthwork WRP	01-21-35	REVISION #52	(\$1,200)
net				\$0

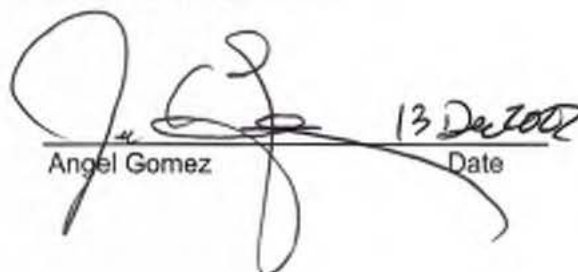
If there are any questions, please contact this office.

Very Truly Yours,

VAUGHN CONSTRUCTION

WILLIAMSON COUNTY


Doug Boram


Angel Gomez Date 13 Dec 2022

Cc: Job File

December 5, 2022

Angel Gomez
Williamson County
3101 SE Inner Loop
Georgetown, TX 78626

VAUGHN
CONSTRUCTION
10355 Westpark Dr
Houston, TX 77042

Re: **Wilco Children's Advocacy Center**
Vaughn Project No. 2860-01

Sub: WRP No. 053

Dear Mr. Gomez:

The items below require fund transfers with change orders issued to the affected subcontractors. Funds were budgeted for this type of work within the GMP and held within the accounting codes given within Vaughn Construction's accounting system.

The amounts listed next to each line will be moved via our accounting Revision No. 78. Neither the overall GMP, Cost of Work nor Contingency will be affected by this change.

The change represents:

Additional borrowed light frames in accordance with ASI 012. CP No. 05 only included 8 frames when 16 were needed.

Work Category	Subcontractor/WRP	Acct Code	Description	Amount
8.02	Integrity One	08-10-01	Change Proposal #4	\$4,610
7.50	Roofing WRP	01-21-35	REVISION #53	(\$2,325)
8.01	Doors & Frames WRP	01-21-35	REVISION #53	(\$2,285)
net				\$0

If there are any questions, please contact this office.

Very Truly Yours,

VAUGHN CONSTRUCTION

WILLIAMSON COUNTY



Doug Boram



Angel Gomez

13 Dec 2022
Date

Cc: Job File

December 5, 2022

Angel Gomez
Williamson County
3101 SE Inner Loop
Georgetown, TX 78626

VAUGHN
CONSTRUCTION
10355 Westpark Dr
Houston, TX 77042

Re: **Wilco Children's Advocacy Center**
Vaughn Project No. 2860-01

Sub: WRP No. 054

Dear Mr. Gomez:

The items below require fund transfers with change orders issued to the affected subcontractors. Funds were budgeted for this type of work within the GMP and held within the accounting codes given within Vaughn Construction's accounting system.

The amounts listed next to each line will be moved via our accounting Revision No. 79. Neither the overall GMP, Cost of Work nor Contingency will be affected by this change.

The change represents:
RFI 025 revisions.

Work Category	Subcontractor/WRP	Acct Code	Description	Amount
8.02	Integrity One	08-10-01	Change Proposal #3	\$1,532
8.01	Doors & Frames WRP	01-21-35	REVISION #54	(\$1,532)
net				\$0

If there are any questions, please contact this office.

Very Truly Yours,

VAUGHN CONSTRUCTION

WILLIAMSON COUNTY



Doug Boram



Angel Gomez

13 Dec 2022
Date

Cc: Job File

December 8, 2022

Angel Gomez
Williamson County
3101 SE Inner Loop
Georgetown, TX 78626

VAUGHN
CONSTRUCTION
10355 Westpark Dr
Houston, TX 77042

Re: **Wilco Children's Advocacy Center**
Vaughn Project No. 2860-01

Sub: WRP No. 055

Dear Mr. Gomez:

The items below require fund transfers with change orders issued to the affected subcontractors. Funds were budgeted for this type of work within the GMP and held within the accounting codes given within Vaughn Construction's accounting system.

The amounts listed next to each line will be moved via our accounting Revision No. 80. Neither the overall GMP, Cost of Work nor Contingency will be affected by this change.

The change represents:

Fire rated plywood for IT Rooms 124 and 147.

Work Category	Subcontractor/WRP	Acct Code	Description	Amount
9.01	Standard Drywall, Inc.	09-29-01	Change Proposal #26	\$2,241
	SDI - Standard (1.25%)	01-02-30		\$28
7.50	Roofing WRP	01-21-35	REVISION #55	(\$2,269)
net				\$0

If there are any questions, please contact this office.

Very Truly Yours,


VAUGHN CONSTRUCTION



Doug Boram

Cc: Job File

WILLIAMSON COUNTY



Angel Gomez

13 Dec 2022

Date

December 5, 2022

Angel Gomez
Williamson County
3101 SE Inner Loop
Georgetown, TX 78626

VAUGHN
CONSTRUCTION
10355 Westpark Dr
Houston, TX 77042

Re: **Wilco Children's Advocacy Center**
Vaughn Project No. 2860-01

Sub: WRP No. 056

Dear Mr. Gomez:

The items below require fund transfers with change orders issued to the affected subcontractors. Funds were budgeted for this type of work within the GMP and held within the accounting codes given within Vaughn Construction's accounting system.

The amounts listed next to each line will be moved via our accounting Revision No. 81. Neither the overall GMP, Cost of Work nor Contingency will be affected by this change.

The change represents:
Expansion joint cover buyout.

Work Category	Subcontractor/WRP	Acct Code	Description	Amount
9.01	Standard Drywall, Inc.	09-29-01	Change Proposal #27	\$1,929
	SDI - Standard (1.25%)	01-02-30		\$24
7.50	Roofing WRP	01-21-35	REVISION #56	(\$1,953)
net				\$0

If there are any questions, please contact this office.

Very Truly Yours,


VAUGHN CONSTRUCTION



Doug Boram

Cc: Job File

WILLIAMSON COUNTY



Angel Gomez
13/Dec 2022
Date

December 5, 2022

Angel Gomez
Williamson County
3101 SE Inner Loop
Georgetown, TX 78626



Re: **Wilco Children's Advocacy Center**
Vaughn Project No. 2860-01

Sub: WRP No. 057

Dear Mr. Gomez:

The items below require fund transfers with change orders issued to the affected subcontractors. Funds were budgeted for this type of work within the GMP and held within the accounting codes given within Vaughn Construction's accounting system.

The amounts listed next to each line will be moved via our accounting Revision No. 82. Neither the overall GMP, Cost of Work, nor Contingency will be affected by this change.

The change represents:
RFI 087 revisions.

Work Category	Subcontractor/WRP	Acct Code	Description	Amount
26.01	Doyle Electric	26-05-01	Change Proposal #10	\$6,912
	SDI - Doyle (1.25%)	01-02-30		\$86
26.01	Electrical WRP	01-21-35	REVISION #57	(\$6,998)
net				\$0

If there are any questions, please contact this office.

Very Truly Yours,

VAUGHN CONSTRUCTION

WILLIAMSON COUNTY

Doug Boram

Angel Gomez

13 Dec 2022

Date

Cc: Job File

December 14, 2022

Angel Gomez
Williamson County
3101 SE Inner Loop
Georgetown, TX 78626



Re: **Wilco Children's Advocacy Center**
Vaughn Project No. 2860-01

Sub: WRP No. 058

Dear Mr. Gomez:

The items below require fund transfers with change orders issued to the affected subcontractors. Funds were budgeted for this type of work within the GMP and held within the accounting codes given within Vaughn Construction's accounting system.

The amounts listed next to each line will be moved via our accounting Revision No. 83. Neither the overall GMP, Cost of Work, nor Contingency will be affected by this change.

The change represents:

Hardware revisions to existing CAC building doors in accordance with Specification 08 7100.

Work Category	Subcontractor/WRP	Acct Code	Description	Amount
1.01	Vaughn General Works	01-40-01	Change Proposal #3	\$4,026
8.02	Integrity One	08-10-01	Change Proposal #5	\$1,588
26.01	Electrical WRP	01-21-35	REVISION #58	(\$5,614)
net				\$0

If there are any questions, please contact this office.

Very Truly Yours,

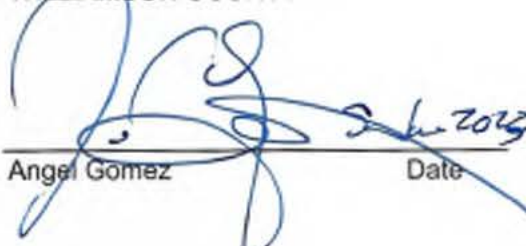
VAUGHN CONSTRUCTION



Doug Boram

Cc: Job File

WILLIAMSON COUNTY



Angel Gomez Date

January 10, 2023

Angel Gomez
Williamson County
3101 SE Inner Loop
Georgetown, TX 78626



10355 Westpark Dr
Houston, TX 77042

Re: **Wilco Children's Advocacy Center**
Vaughn Project No. 2860-01

Sub: WRP No. 059

Dear Mr. Gomez:

The items below require fund transfers with change orders issued to the affected subcontractors. Funds were budgeted for this type of work within the GMP and held within the accounting codes given within Vaughn Construction's accounting system.

The amounts listed next to each line will be moved via our accounting Revision No. 84. Neither the overall GMP, Cost of Work, nor Contingency will be affected by this change.

The change represents:
RFI 096 revisions.

Work Category	Subcontractor/WRP	Acct Code	Description	Amount
26.01	Doyle Electric	26-05-01	Change Proposal #11	\$46,961
	SDI - Doyle (1.25%)	01-02-30		\$587
26.01	Electrical WRP	01-21-35	REVISION #59	(\$47,548)
net				\$0

If there are any questions, please contact this office.

Very Truly Yours,

VAUGHN CONSTRUCTION

WILLIAMSON COUNTY

Doug Boram

Angel Gomez

11 Jan 2023
Date

Cc: Job File

December 16, 2022

Angel Gomez
Williamson County
3101 SE Inner Loop
Georgetown, TX 78626

VAUGHN
CONSTRUCTION
10355 Westpark Dr
Houston, TX 77042

Re: **Wilco Children's Advocacy Center**
Vaughn Project No. 2860-01

Sub: WRP No. 060

Dear Mr. Gomez:

The items below require fund transfers with change orders issued to the affected subcontractors. Funds were budgeted for this type of work within the GMP and held within the accounting codes given within Vaughn Construction's accounting system.

The amounts listed next to each line will be moved via our accounting Revision No. 85. Neither the overall GMP, Cost of Work, nor Contingency will be affected by this change.

The change represents:

RFI 099 revisions. Installing manufacturer-approved terminal blocks and disconnects for the AHUs.

Work Category	Subcontractor/WRP	Acct Code	Description	Amount
26.01	Doyle Electric	26-05-01	Change Proposal #12	\$12,449
	SDI - Doyle (1.25%)	01-02-30		\$156
23.01	HVAC WRP	01-21-35	REVISION #60	(\$10,782)
26.01	Electrical WRP	01-21-35	REVISION #60	(\$1,823)
net				\$0

If there are any questions, please contact this office.

Very Truly Yours,

VAUGHN CONSTRUCTION


Doug Boram

Cc: Job File

WILLIAMSON COUNTY


Angel Gomez

5 Jan 2023
Date

December 19, 2022

Angel Gomez
Williamson County
3101 SE Inner Loop
Georgetown, TX 78626

VAUGHN
CONSTRUCTION
10355 Westpark Dr
Houston, TX 77042

Re: **Wilco Children's Advocacy Center**
Vaughn Project No. 2860-01

Sub: WRP No. 061

Dear Mr. Gomez:

The items below require fund transfers with change orders issued to the affected subcontractors. Funds were budgeted for this type of work within the GMP and held within the accounting codes given within Vaughn Construction's accounting system.

The amounts listed next to each line will be moved via our accounting Revision No. 89. Neither the overall GMP, Cost of Work, nor Contingency will be affected by this change.

The change represents:
RFI 098 revisions. Power and pathways to AHU-2.

Work Category	Subcontractor/WRP	Acct Code	Description	Amount
26.01	Doyle Electric	26-05-01	Change Proposal #13	\$3,029
	SDI - Doyle (1.25%)	01-02-30		\$38
23.01	HVAC WRP	01-21-35	REVISION #61	(\$3,067)
net				\$0

If there are any questions, please contact this office.

Very Truly Yours,

VAUGHN CONSTRUCTION



Doug Beram

Cc: Job File

WILLIAMSON COUNTY



Angel Gomez

3 Jan 2023
Date

December 19, 2022

Angel Gomez
Williamson County
3101 SE Inner Loop
Georgetown, TX 78626

VAUGHN
CONSTRUCTION
10355 Westpark Dr
Houston, TX 77042

Re: **Wilco Children's Advocacy Center**
Vaughn Project No. 2860-01

Sub: WRP No. 062

Dear Mr. Gomez:

The items below require fund transfers with change orders issued to the affected subcontractors. Funds were budgeted for this type of work within the GMP and held within the accounting codes given within Vaughn Construction's accounting system.

The amounts listed next to each line will be moved via our accounting Revision No. 90. Neither the overall GMP, Cost of Work, nor Contingency will be affected by this change.

The change represents:

RFI 100 revisions. Add circuits and pathways to indoor AC mini-splits.

Work Category	Subcontractor/WRP	Acct Code	Description	Amount
26.01	Doyle Electric	26-05-01	Change Proposal #14	\$4,150
	SDI - Doyle (1.25%)	01-02-30		\$52
33.01	Site Utilities WRP	01-21-35	REVISION #62	(\$648)
23.01	HVAC WRP	01-21-35	REVISION #62	(\$3,554)
net				\$0

If there are any questions, please contact this office.

Very Truly Yours,

VAUGHN CONSTRUCTION

WILLIAMSON COUNTY


Doug Boram


Angel Gomez

5-16-2025
Date

Cc: Job File

December 27, 2022

Angel Gomez
Williamson County
3101 SE Inner Loop
Georgetown, TX 78626



Re: **Wilco Children's Advocacy Center**
Vaughn Project No. 2860-01

Sub: WRP No. 063

Dear Mr. Gomez:

The items below require fund transfers with change orders issued to the affected subcontractors. Funds were budgeted for this type of work within the GMP and held within the accounting codes given within Vaughn Construction's accounting system.

The amounts listed next to each line will be moved via our accounting Revision No. 91. Neither the overall GMP, Cost of Work, nor Contingency will be affected by this change.

The change represents:
ADA Shower buyout.

Work Category	Subcontractor/WRP	Acct Code	Description	Amount
22.01	Texas Quality	23-05-01	Change Proposal #6	\$4,279
22.01	Plumbing WRP	01-21-35	REVISION #63	(\$1,378)
31.01	Earthwork WRP	01-21-35	REVISION #63	(\$2,901)
net				\$0

If there are any questions, please contact this office.

Very Truly Yours,

VAUGHN CONSTRUCTION

WILLIAMSON COUNTY

Doug Boram

11/1/2022

Angel Gomez

Date

Cc: Job File

December 27, 2022

Angel Gomez
Williamson County
3101 SE Inner Loop
Georgetown, TX 78626

VAUGHN
CONSTRUCTION
10355 Westpark Dr
Houston, TX 77042

Re: **Wilco Children's Advocacy Center**
Vaughn Project No. 2860-01

Sub: WRP No. 064

Dear Mr. Gomez:

The items below require fund transfers with change orders issued to the affected subcontractors. Funds were budgeted for this type of work within the GMP and held within the accounting codes given within Vaughn Construction's accounting system.

The amounts listed next to each line will be moved via our accounting Revision No. 92. Neither the overall GMP, Cost of Work, nor Contingency will be affected by this change.

The change represents:
RFI 67 and 82 duct revisions.

67R1 - CC 1/16/23

Work Category	Subcontractor/WRP	Acct Code	Description	Amount
22.01	Texas Quality	23-05-01	Change Proposal #7 (RFI 67)	\$1,980
22.01	Texas Quality	23-05-01	Change Proposal #8 (RFI 82)	\$825
31.01	Earthwork WRP	01-21-35	REVISION #64	(\$2,805)
net				\$0

If there are any questions, please contact this office.

Very Truly Yours,

VAUGHN CONSTRUCTION

WILLIAMSON COUNTY


Doug Boram


Angel Gomez


Date

Cc: Job File

December 29, 2022

Angel Gomez
Williamson County
3101 SE Inner Loop
Georgetown, TX 78626



10355 Westpark Dr
Houston, TX 77042

Re: **Wilco Children's Advocacy Center**
Vaughn Project No. 2860-01

Sub: WRP No. 065

Dear Mr. Gomez:

The items below require fund transfers with change orders issued to the affected subcontractors. Funds were budgeted for this type of work within the GMP and held within the accounting codes given within Vaughn Construction's accounting system.

The amounts listed next to each line will be moved via our accounting Revision No. 93. Neither the overall GMP, Cost of Work, nor Contingency will be affected by this change.

The change represents:

Carlisle Barritech VP system caulking where exterior wall meets roof deck. This condition could not be properly sealed by the roll-on Barritech VP system alone.

Work Category	Subcontractor/WRP	Acct Code	Description	Amount
7.01	Aquatech	07-10-01	Change Proposal #4 (Uneven)	\$1,495
7.01	Aquatech	07-10-01	Change Proposal #5 (Even)	\$1,152
7.50	Roofing WRP	01-21-35	REVISION #65	(\$2,647)
net				\$0

If there are any questions, please contact this office.

Very Truly Yours,

VAUGHN CONSTRUCTION

WILLIAMSON-COUNTY



Doug Beram



Angel Gomez



Date

Cc: Job File

December 29, 2022

Angel Gomez
Williamson County
3101 SE Inner Loop
Georgetown, TX 78626

VAUGHN
CONSTRUCTION
10355 Westpark Dr
Houston, TX 77042

Re: **Wilco Children's Advocacy Center**
Vaughn Project No. 2860-01

Sub: WRP No. 066

Dear Mr. Gomez:

The items below require fund transfers with change orders issued to the affected subcontractors. Funds were budgeted for this type of work within the GMP and held within the accounting codes given within Vaughn Construction's accounting system.

The amounts listed next to each line will be moved via our accounting Revision No. 94. Neither the overall GMP, Cost of Work, nor Contingency will be affected by this change.

The change represents:

Additional metal flashing installation. Tops of windows, including the cupola windows, were not factored in WRP No. 45.

Work Category	Subcontractor/WRP	Acct Code	Description	Amount
7.01	Aquatech	07-10-01	Change Proposal #6	\$5,683
7.50	Roofing WRP	01-21-35	REVISION #66	(\$5,683)
net				\$0

If there are any questions, please contact this office.

Very Truly Yours,

VAUGHN CONSTRUCTION


Doug Beram

Cc: Job File

WILLIAMSON COUNTY


Angel Gomez


Date 12/29/22

December 29, 2022

Angel Gomez
Williamson County
3101 SE Inner Loop
Georgetown, TX 78626

VAUGHN
CONSTRUCTION
10355 Westpark Dr
Houston, TX 77042

Re: **Wilco Children's Advocacy Center**
Vaughn Project No. 2860-01

Sub: WRP No. 067

Dear Mr. Gomez:

The items below require fund transfers with change orders issued to the affected subcontractors. Funds were budgeted for this type of work within the GMP and held within the accounting codes given within Vaughn Construction's accounting system.

The amounts listed next to each line will be moved via our accounting Revision No. 95. Neither the overall GMP, Cost of Work, nor Contingency will be affected by this change.

The change represents:

Buyout of Emseal (preformed caulk joint) between the Interview/Observation room windows and at the building-to-building expansion joint. Buyout of the roof EJ membrane.

Work Category	Subcontractor/WRP	Acct Code	Description	Amount
7.01	Aquatech	07-10-01	Change Proposal #7 (Emseal)	\$10,251
7.01	Aquatech	07-10-01	Change Proposal #8 (Roof EJ)	\$1,803
7.50	Roofing WRP	01-21-35	REVISION #67	(\$3,106)
7.80	Fireproofing WRP	01-21-35	REVISION #67	(\$472)
10.01	Specialties WRP	01-21-35	REVISION #67	(\$3,081)
31.01	Earthwork WRP	01-21-35	REVISION #67	(\$5,395)
net				\$0

If there are any questions, please contact this office.

Very Truly Yours,

VAUGHN CONSTRUCTION


Doug Boram

WILLIAMSON COUNTY


Angel Gomez


Date

December 29, 2022

Angel Gomez
Williamson County
3101 SE Inner Loop
Georgetown, TX 78626



10355 Westpark Dr
Houston, TX 77042

Re: **Wilco Children's Advocacy Center**
Vaughn Project No. 2860-01

Sub: WRP No. 068

Dear Mr. Gomez:

The items below require fund transfers with change orders issued to the affected subcontractors. Funds were budgeted for this type of work within the GMP and held within the accounting codes given within Vaughn Construction's accounting system.

The amounts listed next to each line will be moved via our accounting Revision No. 96. Neither the overall GMP, Cost of Work nor Contingency will be affected by this change.

The change represents:
RFI 105 revisions.

Work Category	Subcontractor/WRP	Acct Code	Description	Amount
5.01	Myrex	05-10-11	Change Proposal #10	\$11,860
	SDI (1.25%)	01-02-30		\$148
4.01	Masonry WRP	01-21-35	REVISION #68	(\$5,234)
5.01	Steel WRP	01-21-35	REVISION #68	(\$6,774)
net				\$0

If there are any questions, please contact this office.

Very Truly Yours,

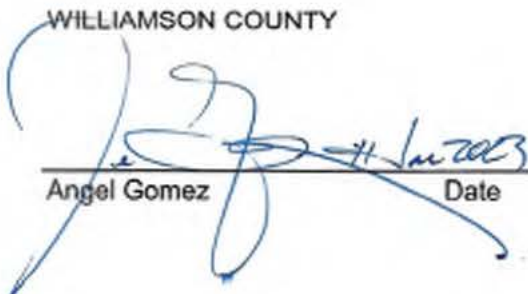
VAUGHN CONSTRUCTION



Doug Boram

Cc: Job File

WILLIAMSON COUNTY



Angel Gomez Date

December 29, 2022

Angel Gomez
Williamson County
3101 SE Inner Loop
Georgetown, TX 78626

VAUGHN
CONSTRUCTION
10355 Westpark Dr
Houston, TX 77042

Re: **Wilco Children's Advocacy Center**
Vaughn Project No. 2860-01

Sub: WRP No. 069

Dear Mr. Gomez:

The items below require fund transfers with change orders issued to the affected subcontractors. Funds were budgeted for this type of work within the GMP and held within the accounting codes given within Vaughn Construction's accounting system.

The amounts listed next to each line will be moved via our accounting Revision No. 97. Neither the overall GMP, Cost of Work nor Contingency will be affected by this change.

The change represents:
Mechanical and drain trough covers buyout.

Work Category	Subcontractor/WRP	Acct Code	Description	Amount
5.01	Empire Acero	05-12-01	Change Proposal #8	\$1,998
5.01	Myrex	05-10-11	Change Proposal #9	\$4,087
	SDI (1.25%)	01-02-30		\$51
5.01	Steel WRP	01-21-35	REVISION #69	(\$6,136)
net				\$0

If there are any questions, please contact this office.

Very Truly Yours,


VAUGHN CONSTRUCTION



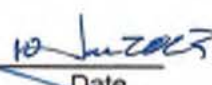
Doug Boram

Cc: Job File

WILLIAMSON COUNTY



Angel Gomez



Date

Commissioners Court - Regular Session**22.****Meeting Date:** 01/24/2023

River Ranch County Park

Submitted For: Dale Butler**Submitted By:** Christy Matoska, Facilities Management**Department:** Facilities Management**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider, and take appropriate action on Chasco Constructors, Change Order No. 2 for the Williamson County River Ranch County Park Project (P315) in the amount of \$75,000.00.

Background

This change order is for changes in scope requested by Williamson County and will be from owner's contingency. Department point of contact is Angel Nunez. There are no added days to substantial completion.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

RRCP CO #2

Form Review**Inbox**

County Judge Exec Asst.

Facilities Management (Originator)

Form Started By: Christy Matoska

Final Approval Date: 01/18/2023

Reviewed By

Becky Pruitt

Christy Matoska

Date

01/18/2023 03:08 PM

01/18/2023 03:26 PM

Started On: 01/18/2023 02:57 PM



CHANGE ORDER

FOR PROJECT: P315 RIVER RANCH COUNTY PARK COMPLETION

CHANGE ORDER NO: 002
DATE OF ISSUANCE: 01/18/2023
Contractor: Chasco Constructors
Project Architect: Design Workshop
Project Engineer: N/A

NTP Date: August 26, 2022

EXPLANATION:

1. Various revisions to site work, detailed in Change Request 02. Total Cost - \$214,886.00
2. Add maintenance yard concrete pavement. Total Cost - \$159,805.00
3. Add front gate expansion. Total Cost - \$59,620.00
4. Add signage repairs. Total Cost - \$108,467.00. Original allowance - \$50,000.00. Net change - \$58,467.00

CONTRACT CHANGE:

1. Total cost addition is \$492,778.00
2. Allocate \$417,778.00 from "Remaining Work to be Procured". \$67,411.00 remain in "Remaining Work to be Procured."
3. Add \$75,000 to the contract sum from Owner Contingency. \$469,049.00 remains in Owner Contingency.

Original contract amount..... \$ 10,880,973.00
Net change by previously submitted Change Orders..... \$ (1,199,960.00)
Contract sum prior to this Change Order was..... \$ 9,681,013.00
Contract Sum to be decreased/increased by this Change Order in the amount of..... \$ 75,000.00
The new Contract Sum including this Change Order will be..... \$ 9,756,013.00
The Contract Time will be changed by (0) days
The date of Substantial Completion as of the date of this Change Order..... 7/25/2023

RECOMMENDED BY:

Bill Bambrick, VP
Contractor's Printed Name

[Signature]
Contractor's Signature

1-18-23
Date

REVIEWED BY:

Trenton Jacobs
Architect Name

[Signature]
Architect's Signature

1/18/23
Date

ACCEPTED BY:

Name, Title

Signature

Date



CHANGE ORDER PROPOSAL REQUEST NO. 02

FOR PROJECT: River Ranch Completion

TO CONTRACTOR: Chasco Constructors, Ltd., LLC
Bill Bambrick, Vice President
2801 E Old Settlers Blvd
Round Rock, TX 78665

**BY COUNTY'S
DESIGNATED
REPRESENTATIVE:** Williamson County Facilities Department
Angel Nunez, Project Manager
3101 SE Inner Loop
Georgetown, Texas 78626

Please provide to County an itemized quotation for changes in the Contract Sum and Contract Time based on proposed modifications to the Contract Documents described herein.

DESCRIPTION OF PROPOSED CHANGE:

See mark ups and notes on Attachment, as well as comments below.

- Multiple Areas
 - ADD 2500 LF of ribbon curb, 6" wide by 18" (approximately) deep
 - ADD 550 CY mortar to rip rap
- HQ Area
 - DEDUCT replacement of all deficient drywall
 - ADD painting of exterior steel beams and columns
 - ADD electrical circuit from RV pad to communications tower
 - ADD dropping of pressure sewer line
- 4-way Intersection
 - ADD 5-barrel concrete pipe system

- Re-pave concrete trail crossing
 - ADD wooden posts along turning radius
 - ADD dropping of water line and valves
 - ADD concrete trail crossing with HDPE pipes
- Improved Camping Loop
 - ADD regrading of parking stalls for ADA
 - ADD leveling of gravel pads adjacent to each stall
 - ADD re-paving of concrete flume
 - Achieve gentler grading, and eliminate “speed bump” effect
- Bath House
 - ~~○ ADD replacement of all metal roof panels, rather than one corner.~~
- Maintenance Building
 - DEDUCT replacement of all PEX piping for copper
 - ADD 80-amp electrical circuit for heater

REASON FOR CHANGE:

- County – Contractor discussions have led to modifications of work to be performed.

THIS IS NOT A CHANGE ORDER, CONSTRUCTION CHANGE DIRECTIVE, NOR A DIRECTION TO PROCEED WITH WORK DESCRIBED HEREIN.

#22122 RIVER RANCH PARK REMEDIATION- CIVIL REVISIONS #2 - 12/15/2022

12/15/2022

DESCRIPTION	QTY	UNITS	TOTAL
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HQ BUILDING

DEDUCT L&E FOR POND OUTLET STRUCTURE	-1	EA	
DEDUCT FOR GRASS LINED SWALE	-20	LF	
ADD CONCRETE MAINTENANCE PAD	1	EA	
ADD WINGWALL @ EXIST HEADWALL- POND	10	LF	
DEMO CONCRETE CURB	20	LF	
8" X 18" RIBBON CURB	2,500	LF	
ADD EROSION MATTING AT SWALE	400	SY	
24" RCP SSL EXTENSION	16	LF	
18" RCP SSL EXTENSION	16	LF	
PROCESS ROCK RIP RAP- SMALLER	60	SY	
HQ BUILDING			\$ 61,450.00

INTERSECTION IMPROVEMENTS

DEDUCT EXCAVATION	-1,400	CY	
DECUT HAUL-OFF	-30	LD	
DEDUCT ROCK RIP RAP	-1,400	CY	
ADD REVISED EXCAVATION	1,100	CY	
ADD 4" MUD SLAB	235	CY	
ADD ROCK RIP RAP	865	CY	
ADD L&E TO HAND PLACE SMALLER ROCK	20	HR	
ADD CONCRETE HORSE CROSSING	2	EA	
ADD CROSSING CURB	24	LF	
ADD 12" HDPE SSL	20	LF	
DEMO 18" SAFETY END TREATMENT	1	EA	
ADD 18", 24" & 4X2 SSL HEADWALL	1	EA	
DEMO 2-18" SSL CULVERT	30	LF	
DEMO CONCRETE TRAIL	550	SF	
ADD 5-24" RCP SSL CULVERT	250	LF	
ADD 5-24" CULVERT SAFETY END TREATMENT	2	EA	
SUBGRADE PREP	60	SY	
ADD CONCRETE TRAIL W/ SALT FINISH	550	SF	
TIE TO WL	2	EA	
DEMO 8" WATERLINE	75	LF	
ADD 8" PVC WL- NEW	75	LF	
ADD RELOCATE EXISTING 8" GATE VALVE	1	EA	
ADD CONCRETE CAP WATERLINE	20	LF	
TRENCH SAFETY	75	LF	
ADD RE-INSTALL SIGN	1	EA	
ADD INSTALL CEDAR POSTS AT EOP	14	EA	
INTERSECTION IMPROVEMENTS			\$ 158,650.00

RV LOOP IMPROVEMENTS

FINEGRADE GRAVEL RV PADS	480	SY	
EXCAVATION- ADA GRADING PAVING	145	CY	
EMBANKMENT- ADA FRADING PAVING	110	CY	
HAUL-OFF EXCEES SPOIL	5	LD	
ADD DEMO CONCRETE FLUME	210	SF	
DEMO HMAC	25	SY	
SAWCUT HMAC	44	LF	
SUBGRADE PREP	50	SY	
10" FLEX BASE	30	TN	
2" HMAC	50	SY	
RV LOOP IMPROVEMENTS			\$ 17,940.00

HQ BUILDING

DEDUCT REMOVAL & REPL. OF DEFICIENT DRYWALL	1	LS	\$ (30,677.00)
ADD PAINT EXTERIOR STEEL BEAMS & COLUMNS	1	LS	\$ 1,439.00
ADD ELECTRICAL CIRCUIT FROM RV PAD TO COMMS TOWER	1	LS	\$ SEE ADD CIRCUIT AT MAINT. BLDG
HQ BUILDING			\$ (29,238.00)

MAINTENANCE BLDG

ADD 80 AMP ELECTRICAL CIRCUIT FOR HEATER	1	LS	\$ 6,084.00
MAINTENANCE BLDG			\$ 6,084.00



#22122 RIVER RANCH PARK REMEDIATION- CIVIL REVISIONS #2 - 12/15/2022

12/15/2022

DESCRIPTION	QTY	UNITS	TOTAL
Total Site Improvements			\$ 214,886.00

***HAUL-OFF OF EXISTING STOCKPILES NOT SHOWN ON REVISED CIVIL PLANS ARE EXCLUDED

***DETENTION POND RE-WORK AND RV DUMP STATION IS NOT INCLUDED

***LIME STABILIZATION OF NEW PAVING IS EXCLUDED

NOTES AND EXCLUSIONS:

1. TESTING IS EXCLUDED
2. EXCLUDES ALL SITE DEVELOPMENT FEES, TAP FEES, TURP FEES, TESTING, AND INSPECTIONS
3. ALL WATER METERS ARE EXCLUDED
4. TAX IS EXCLUDED
5. RPLS SURVEYING AND LAYOUT IS EXCLUDED
6. HAZARDOUS MATERIAL IF ANY IS EXCLUDED
7. HAUL-OFF OF OTHER TRADES SPOILS IS EXCLUDED
8. EXCAVATION AND FINE GRADING OF LANDSCAPING IS EXCLUDED
9. DEWATERING IS SPECIFICALLY EXCLUDED
10. DRY UTILITIES ARE EXCLUDED
11. BONDS ARE EXCLUDED
12. ANYTHING NOT SPECIFICALLY MENTIONED IN PRICING ABOVE IS EXCLUDED.

#22122 RIVER RANCH PARK- MAINTENANCE YARD PAVING OPTIONS- 1/11/2023

1/11/2023

DESCRIPTION	QTY	UNITS	BID TOTAL
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MAINTENANCE YARD- CONCRETE OPTION #1

DEDUCT 6" FLEX BASE	-400	TN	
FINE GRADE FLEX BASE FOR PAVING	1,220	SY	
6" CONCRETE PAVING	15,120	SF	
BACKFILL EOP	595	LF	
ADD REMOVE/ REPLACE FENCE AND GATE	180	LF	
ADJUST EXISTING CLEANOUTS	3	EA	
ADJUST EXISTING WATER METER	1	EA	
CUT-IN RETAINING WALL OVERFLOW RELIEF	2	EA	

MAINTENANCE YARD- CONCRETE OPTION #1 \$ 159,805.00

MAINTENANCE YARD- ASPHALT OPTION #2

DEDUCT 2" FLEX BASE	-135	TN	
FINE GRADE BASE FOR PAVING	1,680	SY	
2" HMAC PAVING	1,680	SY	
BACKFILL EOP	595	LF	
ADD REMOVE/ REPLACE FENCE AND GATE	180	LF	
ADJUST EXISTING CLEANOUTS	3	EA	
ADJUST EXISTING WATER METER	1	EA	
CUT-IN RETAINING WALL OVERFLOW RELIEF	2	EA	

MAINTENANCE YARD- ASPHALT OPTION #2 \$ 132,365.00

***HAUL-OFF OF EXISTING STOCKPILES NOT SHOWN ON REVISED CIVIL PLANS ARE EXCLUDED

***DETENTION POND RE-WORK AND RV DUMP STATION IS NOT INCLUDED

***LIME STABILIZATION OF NEW PAVING IS EXCLUDED

NOTES AND EXCLUSIONS:

1. TESTING IS EXCLUDED
2. EXCLUDES ALL SITE DEVELOPMENT FEES, TAP FEES, TURP FEES, TESTING, AND INSPECTIONS
3. ALL WATER METERS ARE EXCLUDED
4. TAX IS EXCLUDED
5. RPLS SURVEYING AND LAYOUT IS EXCLUDED
6. HAZARDOUS MATERIAL IF ANY IS EXCLUDED
7. HAUL-OFF OF OTHER TRADES SPOILS IS EXCLUDED
8. EXCAVATION AND FINE GRADING OF LANDSCAPING IS EXCLUDED
9. DEWATERING IS SPECIFICALLY EXCLUDED
10. DRY UTILITIES ARE EXCLUDED
11. BONDS ARE EXCLUDED
12. ANYTHING NOT SPECIFICALLY MENTIONED IN PRICING ABOVE IS EXCLUDED.



#22122 RIVER RANCH PARK- ENTRANCE GATE EXTENSION- 01/11/2023

1/11/2023

DESCRIPTION	QTY	UNITS	BID TOTAL
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ENTRY GATE EXTENSION

MASONRY WALL WITH CMU/ CORE	51	LF	
SLIDE GATE WITH RAIL AND MOTOR- NO KEYPAD	1	EA	
ELECTRICAL SERVICE AND ADJUSTMENT	1	LS	
IRRIGATION ENCASEMENT AND REVEG- ALLOWANCE	1	LS	
CONCRETE PATCH- EXISTING TRAIL- 10X10	100	SF	
CONCRETE FOOTING FOR WALL AND SLIDE GATE	51	LF	

ENTRY GATE EXTENSION

\$

59,620.00

***HAUL-OFF OF EXISTING STOCKPILES NOT SHOWN ON REVISED CIVIL PLANS ARE EXCLUDED

***DETENTION POND RE-WORK AND RV DUMP STATION IS NOT INCLUDED

***LIME STABILIZATION OF NEW PAVING IS EXCLUDED

NOTES AND EXCLUSIONS:

1. TESTING IS EXCLUDED
2. EXCLUDES ALL SITE DEVELOPMENT FEES, TAP FEES, TURP FEES, TESTING, AND INSPECTIONS
3. ALL WATER METERS ARE EXCLUDED
4. TAX IS EXCLUDED
5. RPLS SURVEYING AND LAYOUT IS EXCLUDED
6. HAZARDOUS MATERIAL IF ANY IS EXCLUDED
7. HAUL-OFF OF OTHER TRADES SPOILS IS EXCLUDED
8. EXCAVATION AND FINE GRADING OF LANDSCAPING IS EXCLUDED
9. DEWATERING IS SPECIFICALLY EXCLUDED
10. DRY UTILITIES ARE EXCLUDED
11. BONDS ARE EXCLUDED
12. ANYTHING NOT SPECIFICALLY MENTIONED IN PRICING ABOVE IS EXCLUDED.



#22122 RIVER RANCH PARK - SIGNAGE REPAIRS - 12/29/2022

12/29/2022

DESCRIPTION	QTY	UNITS	TOTAL
SIGNAGE REPAIRS			
SIGNAGE REPAIRS	1	LS	\$ 108,467.00
LESS SIGNAGE ALLOWANCE	1	LS	\$ (50,000.00)
SIGNAGE REPAIRS			\$ 58,467.00

NOTES AND EXCLUSIONS:

1. TESTING IS EXCLUDED
2. EXCLUDES ALL SITE DEVELOPMENT FEES, TAP FEES, TURP FEES, TESTING, AND INSPECTIONS
3. ALL WATER METERS ARE EXCLUDED
4. **TAX IS EXCLUDED**
5. RPLS SURVEYING AND LAYOUT IS EXCLUDED
6. HAZARDOUS MATERIAL IF ANY IS EXCLUDED
7. HAUL-OFF OF OTHER TRADES SPOILS IS EXCLUDED
8. EXCAVATION AND FINE GRADING OF LANDSCAPING IS EXCLUDED
9. DEWATERING IS SPECIFICALLY EXCLUDED
10. DRY UTILITIES ARE EXCLUDED
11. BONDS ARE EXCLUDED
12. ANYTHING NOT SPECIFICALLY MENTIONED IN PRICING ABOVE IS EXCLUDED.

Commissioners Court - Regular Session**23.****Meeting Date:** 01/24/2023

Authorize Issuing IFB #23IFB34 CR 307 Reconstruction 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 307 Reconstruction, under IFB #23IFB34. Funding Source is P394.

Background

Williamson County is seeking qualified contractors for the construction of improvements and widening to CR 307 and CR 305. Improvements include reconstruction of the existing roadways, grading, drainage improvements, flex base, prime coat, Hot Mix Asphaltic Concrete Pavement (HMACP), pavement markings, driveways, and signs. Budgeted amount: \$3,000,000.00. Funding source: P394. Point of Contact is Whit Friend.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review**Inbox**

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Gretchen Glenn
Final Approval Date: 01/19/2023

Reviewed By

Joy Simonton
Becky Pruitt

Date

01/18/2023 07:09 PM
01/19/2023 08:22 AM
Started On: 01/17/2023 12:41 PM

Commissioners Court - Regular Session**24.****Meeting Date:** 01/24/2023

Replat for the Siena South Lots 3 & 4 Block A Section 2 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 2 subdivision – Precinct 4.

Background

This private subdivision consists of 95 cottage lots, 3 landscape lots, 1 landscape/drainage easement lot and 3,877 linear feet of new private roads on 14.27 acres. Roadway and drainage construction is not yet complete, but a performance bond in the amount of \$685,052.29 has been posted with the County to cover the cost of the remaining construction.

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

2023-01-16 – replat placed on the January 24, 2023 Commissioners Court agenda for consideration

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

replat - Siena South Lots 3 & 4 Blk A Section 2

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Adam Boatright

Final Approval Date: 01/17/2023

Reviewed By

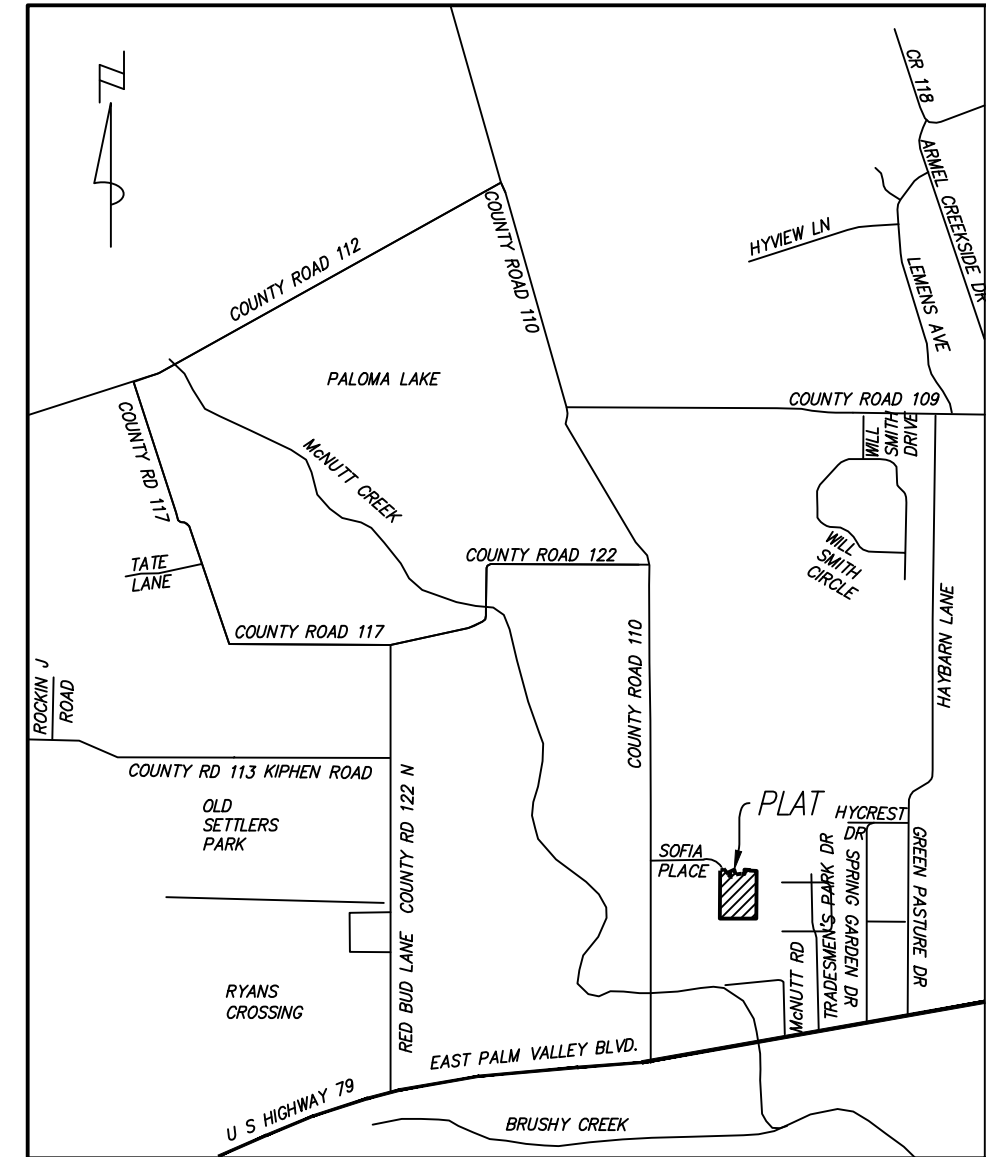
Becky Pruitt

Date

01/17/2023 02:02 PM

Started On: 01/16/2023 08:46 PM

S:\CIVIL 3D 2001-2050\2011 Siena South Lots 3\Drawings\2011-PLAT-SEC-2.dwg



LOCATION MAP
1"= 2000'

SITE DATA:

OWNER: SOMMERY LOT 3 LP
ATTN: TAYLOR WILSON, MANAGER
6034 WEST COURTYARD DRIVE, SUITE 288
AUSTIN, TEXAS 78730

OWNER: SOMMERY LOT 4 LP
ATTN: TAYLOR WILSON, MANAGER
6034 WEST COURTYARD DRIVE, SUITE 288
AUSTIN, TEXAS 78730

ACREAGE: 14.272 ACRES

NUMBER OF LOTS/ACREAGE BY LOT TYPE:
95 COTTAGE LOTS: 9.051 ACRES
3 LS LOTS: 0.618 ACRE
1 LS/DE LOT: 0.083 ACRE
PRIVATE STREET DEDICATION: 4.520 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: 6
LINEAR FEET OF NEW STREETS: 3,877 FEET
SUBMITTAL DATE: OCTOBER 17, 2022

NOTES FOR FINAL PLATS WHEN PLATTED IN WILLIAMSON COUNTY (PURSUANT TO INTERLOCAL AGREEMENT BETWEEN CITY OF ROUND ROCK AND WILLIAMSON COUNTY, TEXAS):

- 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.
- 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.
- 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.
- ALL PUBLIC ROADWAYS, RIGHTS-OF-WAY AND EASEMENTS SHOWN ON THIS PLAT ARE FREE OF LIENS.
- 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.

PLAT NOTES:

- 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.
- WASTEWATER SERVICE WILL BE PROVIDED BY SIENA MUD #1.
- A TEN FOOT (10') PUBLIC UTILITY EASEMENT WILL BE DEDICATED ALONG ALL PRIVATE RIGHT-OF-WAY.
- WILLIAMSON COUNTY WILL NEVER ACCEPT OR MAINTAIN THE ROADS.
- 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.
- 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.
- 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.
- ALL ROADS MUST BE CONSTRUCTED TO COUNTY STANDARDS. ALL ARTERIAL ROADS ARE DEDICATED TO THE PUBLIC.
- 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.
- ALL SIDEWALKS ARE TO BE MAINTAINED BY EACH OF THE ADJACENT PROPERTY OWNERS.
- FIRE LANE SIGNS SHALL BE POSTED ON ONE SIDE OF FIRE APPARATUS ROADS MORE THAN 26 FEET WIDE AND LESS THAN 32 FEET WIDE.
- 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.
- 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.
- 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.
- THE PURPOSE OF THIS REPLAT IS TO CREATE A PRIVATE SUBDIVISION AND TO REMOVE THE 25' BUILDING SETBACK LINE ALONG SOFIA PLACE (PER DOCUMENT NO. 2020099820, OPRWC).
- DRIVEWAYS FOR LOT 5, 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.
- 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.
- 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.
- THIS SECTION IS INCLUDED IN THE 1445 DEVELOPMENT AGREEMENT.
- NO DRIVEWAY CULVERT IS REQUIRED IN THIS SECTION PER THE 1445 DEVELOPMENT AGREEMENT.
- WATER WILL BE PROVIDED BY JONAH WATER SUD.

FINAL PLAT OF
REPLAT OF LOTS 3 & 4 BLOCK A
SIENA SOUTH SECTION 2
A PRIVATE SUBDIVISION
WILLIAMSON COUNTY, TEXAS

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CH. BRNG.	CH. DIST.
C1	94.14'	75.00'	071°54'51"	N57°05'04"E	88.08'
C2	4.14'	325.00'	000°43'48"	N89°20'48"W	4.14'
C3	21.79'	15.00'	083°14'37"	S83°45'15"E	19.93'
C4	9.12'	325.00'	001°36'27"	N55°25'40"E	9.12'
C5	108.23'	325.00'	019°04'52"	N80°56'59"E	107.73'
C6	12.17'	75.00'	009°17'36"	N88°23'41"E	12.15'
C7	81.97'	75.00'	062°37'15"	N52°26'16"E	77.95'
C8	43.05'	325.00'	007°35'20"	S60°01'34"W	43.01'
C9	43.05'	325.00'	007°35'20"	S67°36'53"W	43.01'
C10	203.44'	325.00'	035°51'58"	S72°33'26"W	200.14'
C11	24.31'	15.00'	092°50'26"	N44°04'12"E	21.73'
C12	19.57'	325.00'	003°27'02"	N01°14'06"W	19.57'
C13	3.98'	325.00'	000°42'09"	N02°36'32"W	3.98'
C14	15.59'	325.00'	002°44'53"	N00°53'01"W	15.59'
C15	19.05'	25.00'	043°39'11"	S21°20'10"E	18.59'
C16	154.55'	50.00'	177°06'21"	N45°23'25"E	99.97'
C17	33.31'	50.00'	038°10'07"	N24°04'42"W	32.70'
C18	10.02'	50.00'	011°28'42"	N00°44'42"E	10.00'
C19	77.42'	50.00'	088°43'03"	N50°50'35"E	69.91'
C20	33.81'	50.00'	038°44'29"	S65°25'39"E	33.17'
C21	19.05'	25.00'	043°39'17"	N67°53'03"W	18.59'
C22	23.34'	325.00'	004°06'53"	S87°39'15"E	23.33'
C23	19.75'	275.00'	004°06'53"	N87°39'15"W	19.74'
C24	23.75'	15.00'	090°43'48"	N45°39'12"E	21.35'
C25	231.56'	325.00'	040°49'23"	S20°42'00"W	226.69'
C26	33.51'	325.00'	005°54'28"	S03°14'32"W	33.50'
C27	43.05'	325.00'	007°35'20"	S09°59'27"W	43.01'
C28	43.05'	325.00'	007°35'20"	S17°34'46"W	43.01'
C29	43.05'	325.00'	007°35'20"	S25°10'06"W	43.01'
C30	43.05'	325.00'	007°35'20"	S32°45'26"W	43.01'
C31	25.87'	325.00'	004°33'36"	S38°49'53"W	25.86'
C32	21.79'	15.00'	083°14'37"	N00°30'37"W	19.93'
C33	2.93'	275.00'	000°36'36"	N02°39'18"W	2.93'
C34	378.84'	275.00'	078°55'52"	S51°01'29"W	349.59'
C35	23.56'	15.00'	090°00'00"	N44°30'35"W	21.21'
C36	23.56'	15.00'	090°00'00"	N45°29'25"E	21.21'
C37	23.56'	15.00'	090°00'00"	S44°30'35"E	21.21'
C38	272.10'	60.00'	259°50'09"	S50°34'21"W	92.04'
C39	18.27'	60.00'	017°26'49"	N08°13'59"W	18.20'
C40	34.66'	60.00'	033°05'59"	N33°30'24"W	34.18'
C41	169.43'	60.00'	161°47'22"	S49°02'56"W	118.49'
C42	49.74'	60.00'	047°29'59"	S55°35'44"E	48.33'
C43	34.83'	25.00'	079°50'09"	N39°25'39"W	32.08'
C44	28.18'	25.00'	064°35'34"	N47°02'57"W	26.71'
C45	6.65'	25.00'	015°14'35"	N07°07'52"W	6.63'
C46	23.56'	15.00'	090°00'00"	N45°29'25"E	21.21'
C47	26.46'	15.00'	101°04'08"	S38°58'31"E	23.16'
C48	23.56'	15.00'	090°00'00"	N44°30'35"W	21.21'
C49	23.56'	15.00'	090°00'00"	N45°29'25"E	21.21'
C50	23.51'	15.00'	089°47'53"	S44°36'38"E	21.18'
C51	23.61'	15.00'	090°12'07"	S45°23'22"W	21.25'
C52	23.56'	15.00'	090°00'00"	N44°30'35"W	21.21'
C53	39.18'	25.00'	089°47'53"	N45°23'22"E	35.29'
C54	19.75'	275.00'	004°06'53"	S87°39'15"E	19.74'
C55	10.35'	275.00'	002°09'19"	S88°38'02"E	10.34'
C56	9.40'	275.00'	001°57'33"	S86°34'36"E	9.40'
C57	22.48'	15.00'	085°53'07"	S42°39'15"E	20.44'
C58	23.61'	15.00'	090°12'07"	S45°23'22"W	21.25'

SURVEY: ROBERT MCNUTT SURVEY, ABSTRACT NO. 422

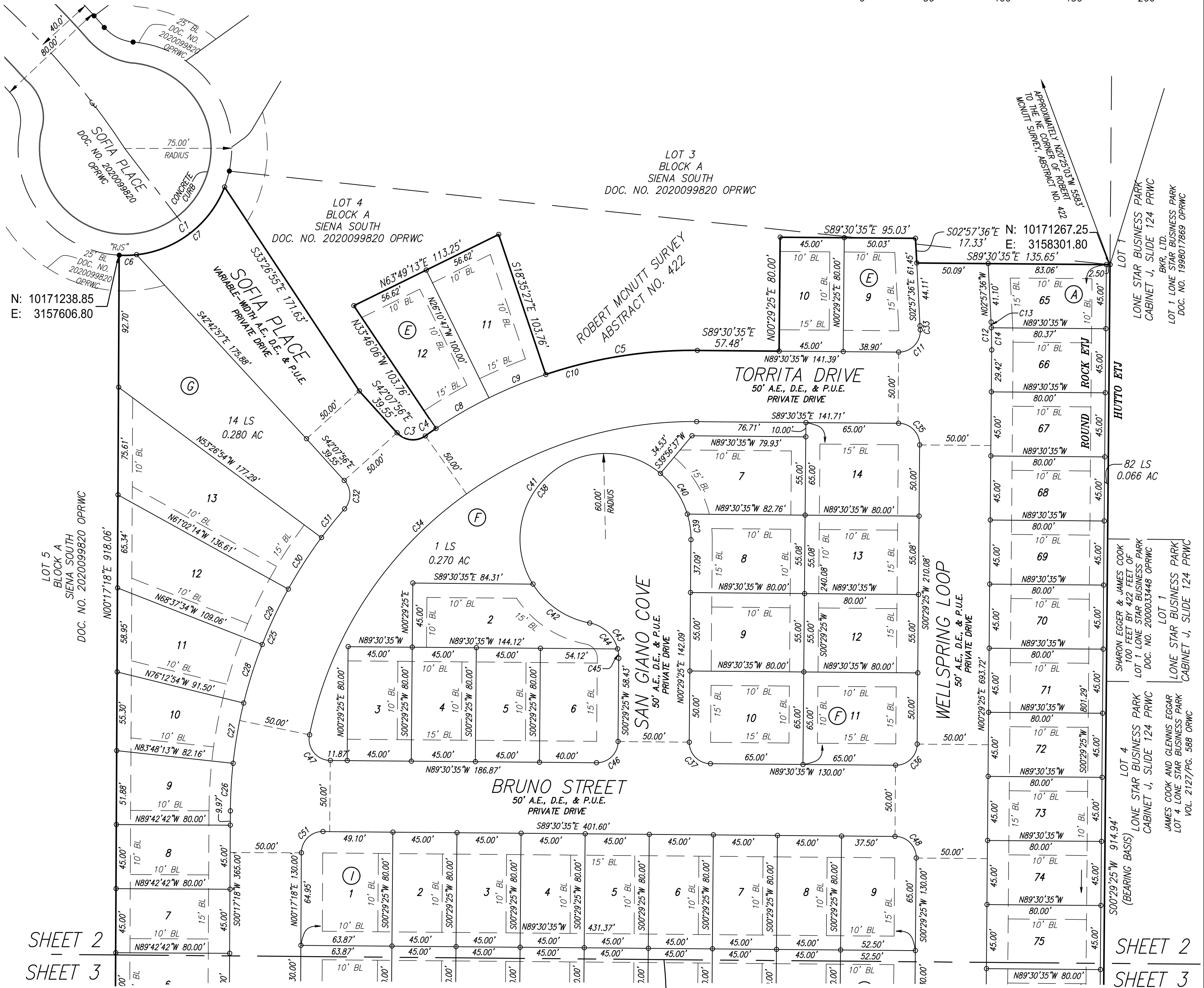
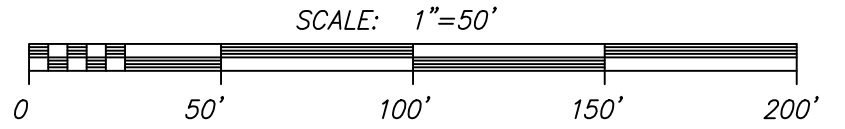
DATE: OCTOBER 17, 2022

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LEGEND:
◆ = BENCHMARK
○ = SET 1/2" IRON ROD WITH "RJ SURVEYING" CAP
● = FOUND 1/2" IRON ROD (AS NOTED)
Ⓐ = BLOCK
ROW = RIGHT-OF-WAY
BL = BUILDING SETBACK LINE
AE = ACCESS EASEMENT
DE = DRAINAGE EASEMENT
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OS = OPEN SPACE
PUE = PUBLIC UTILITY EASEMENT
WWE = WASTEWATER EASEMENT
OPRC= OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
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POB = POINT OF BEGINNING

FINAL PLAT OF
REPLAT OF LOTS 3 & 4 BLOCK A
SIENA SOUTH SECTION 2
A PRIVATE SUBDIVISION
WILLIAMSON COUNTY, TEXAS



SINGLE FAMILY LOT AREA TABLE (SQUARE FEET):

BLOCK/LOT AREA	TYPE
A65	3677 COTTAGE
A66	3602 COTTAGE
A67	3600 COTTAGE
A68	3600 COTTAGE
A69	3600 COTTAGE
A70	3600 COTTAGE
A71	3600 COTTAGE
A72	3600 COTTAGE
A73	3600 COTTAGE
A74	3600 COTTAGE
A75	3600 COTTAGE
A76	3600 COTTAGE
A77	3600 COTTAGE
A78	3600 COTTAGE
A79	3600 COTTAGE
A80	3600 COTTAGE
A81	5998 COTTAGE
A83	9882 COTTAGE
A84	6685 COTTAGE
A85	3600 COTTAGE
A86	3600 COTTAGE
A87	3600 COTTAGE
A88	3613 COTTAGE
A89	3731 COTTAGE
A90	3877 COTTAGE
A91	4023 COTTAGE
A92	4168 COTTAGE
A93	4314 COTTAGE
A94	4417 COTTAGE

E9	4139	COTTAGE
E10	3600	COTTAGE
E11	5032	COTTAGE
E12	4916	COTTAGE
F2	5140	COTTAGE
F3	3600	COTTAGE
F4	3600	COTTAGE
F5	3600	COTTAGE
F6	4350	COTTAGE
F7	4983	COTTAGE
F8	4423	COTTAGE
F9	4400	COTTAGE
F10	5152	COTTAGE
F11	5152	COTTAGE
F12	4400	COTTAGE
F13	4407	COTTAGE
F14	5152	COTTAGE
G1	4352	COTTAGE
G2	3600	COTTAGE
G3	3600	COTTAGE
G4	3600	COTTAGE
G5	3600	COTTAGE
G6	3600	COTTAGE
G7	3600	COTTAGE
G8	3600	COTTAGE
G9	3838	COTTAGE
G10	4203	COTTAGE
G11	4943	COTTAGE
G12	6236	COTTAGE
G13	8315	COTTAGE

H1	5013	COTTAGE
H2	3600	COTTAGE
H3	3600	COTTAGE
H4	3600	COTTAGE
H5	3600	COTTAGE
H6	3600	COTTAGE
H7	3600	COTTAGE
H8	3600	COTTAGE
H9	4152	COTTAGE
H10	4905	COTTAGE
H11	4180	COTTAGE
H12	4187	COTTAGE
H13	4195	COTTAGE
H14	4201	COTTAGE
H15	4134	COTTAGE
H16	3996	COTTAGE
H17	3857	COTTAGE
H18	4977	COTTAGE

I1	5072	COTTAGE
I2	3600	COTTAGE
I3	3600	COTTAGE
I4	3600	COTTAGE
I5	3600	COTTAGE
I6	3600	COTTAGE
I7	3600	COTTAGE
I8	3600	COTTAGE
I9	4152	COTTAGE
I10	4152	COTTAGE
I11	3600	COTTAGE
I12	3600	COTTAGE
I13	3600	COTTAGE
I14	3600	COTTAGE
I15	3600	COTTAGE
I16	3600	COTTAGE
I17	3600	COTTAGE
I18	5051	COTTAGE

NON-SINGLE FAMILY LOT AREA TABLE (ACRES):

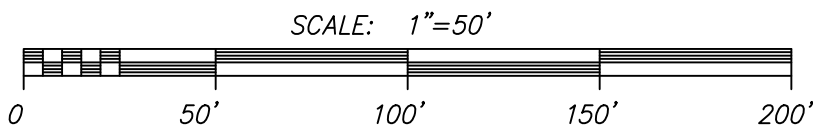
BLOCK/LOT AREA	TYPE
A82	0.066 AC LS
A95	0.083 AC LS/DE
G14	0.280 AC LS
F1	0.270 AC LS

SURVEY: ROBERT MCNUTT SURVEY, ABSTRACT NO. 422
DATE: OCTOBER 17, 2022 SCALE: 1" = 50'

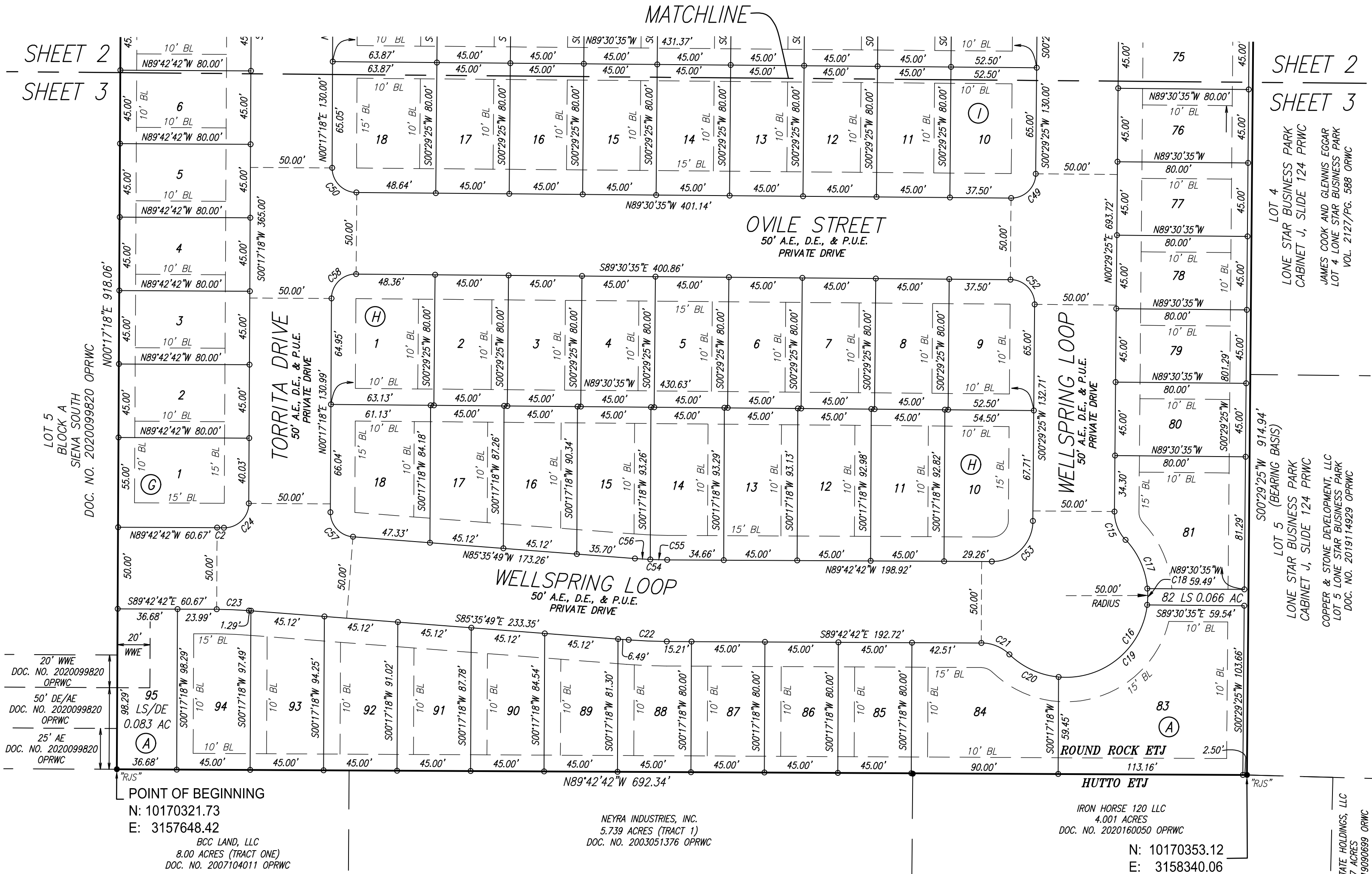
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FINAL PLAT OF
REPLAT OF LOTS 3 & 4 BLOCK A
SIENA SOUTH SECTION 2
A PRIVATE SUBDIVISION
WILLIAMSON COUNTY, TEXAS

- LEGEND:
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PRIVATE STREETS TABLE					
STREET NAME	CLASSIFICATION	ROW WIDTH	DESIGN SPEED	CL LENGTH	AREA ACRES
BRUNO STREET	LOCAL	50'	25 MPH	482'	0.478
OVILE STREET	LOCAL	50'	25 MPH	481'	0.460
SAN GIANO COVE	LOCAL	50'	25 MPH	217'	0.374
SOFIA PLACE	LOCAL	50'	25 MPH	240'	0.286
TORRITA DRIVE	LOCAL	50'	25 MPH	1061'	1.185
WELLSPRING LOOP	LOCAL	50'	25 MPH	1,396'	1.737
TOTALS				3877'	4.520



EASEMENT/ENCUMBRANCE NOTES:

- ELECTRIC TRANSMISSION AND DISTRIBUTION LINE EASEMENT TO LONE STAR STATE POWER COMPANY, INC. - VOLUME 222/PAGE 505 DRWC - BLANKET TYPE AND UNLOCATABLE.
- ELECTRIC TRANSMISSION AND DISTRIBUTION LINE EASEMENT TO LONE STAR STATE POWER COMPANY, INC. - VOLUME 282/PAGE 433 DRWC - BLANKET TYPE AND UNLOCATABLE.
- ELECTRIC TRANSMISSION AND DISTRIBUTION LINE EASEMENT TO TEXAS POWER AND LIGHT CORPORATION - VOLUME 383/PAGE 286 DRWC - UNLOCATABLE.
- WATER LINES EASEMENT TO JONAH WATER SUPPLY CORPORATION - VOLUME 563/PAGE 721 DRWC - BLANKET TYPE AND UNLOCATABLE.
- 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.
- 20' WASTEWATER EASEMENT - DOCUMENT NO. 2020099820 OPRWC - ADJOINS THE SUBJECT PLAT. SHOWN ON PLAT.
- 25' ACCESS EASEMENT - DOCUMENT NO. 2020099820 OPRWC - ADJOINS THE SUBJECT PLAT. SHOWN ON PLAT.
- 50' DRAINAGE EASEMENT AND ACCESS EASEMENT - DOCUMENT NO. 2020099820 OPRWC - ADJOINS THE SUBJECT PLAT. SHOWN ON PLAT.
- OWNER'S EASEMENT OF ENJOYMENT - DOCUMENT NO. 2022112861 OPRWC - BLANKET TYPE.
- OWNER'S MAINTENANCE EASEMENT - DOCUMENT NO. 2022112861 OPRWC - BLANKET TYPE.

EASEMENT/ENCUMBRANCE NOTES:

- OWNER'S INGRESS/EGRESS EASEMENT - DOCUMENT NO. 2022112861 OPRWC - BLANKET TYPE.
- OWNER'S ENCROACHMENT EASEMENT - DOCUMENT NO. 2022112861 OPRWC - BLANKET TYPE.
- EASEMENT OF COOPERATIVE SUPPORT - DOCUMENT NO. 2022112861 OPRWC - BLANKET TYPE.
- ASSOCIATION'S ACCESS, MAINTENANCE AND LANDSCAPE EASEMENT - DOCUMENT NO. 2022112861 OPRWC - BLANKET TYPE.
- PERMITTED RESIDENTIAL ENCROACHMENT EASEMENT - DOCUMENT NO. 2022112861 OPRWC - BLANKET TYPE.
- PRIVATE UTILITY LINE EASEMENT - DOCUMENT NO. 2022112861 OPRWC - BLANKET TYPE.
- COMMUNITY SYSTEMS EASEMENT - DOCUMENT NO. 2022112861 OPRWC - BLANKET TYPE.
- RESERVED EASEMENTS - DOCUMENT NO. 2022112861 OPRWC - BLANKET TYPE.
- IMPROVEMENTS, ROADWAY AND UTILITY EASEMENTS - DOCUMENT NO. 2022112861 OPRWC - BLANKET TYPE.
- SUBDIVISION ENTRY AND FENCING EASEMENT - DOCUMENT NO. 2022112861 OPRWC - BLANKET TYPE.
- LANDSCAPE AND MONUMENT SIGN EASEMENT - DOCUMENT NO. 2022112861 OPRWC - BLANKET TYPE.
- UTILITY EASEMENT - DOCUMENT NO. 2022112861 OPRWC - BLANKET TYPE.
- 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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FINAL PLAT OF
REPLAT OF LOTS 3 & 4 BLOCK A
SIENA SOUTH SECTION 2
A PRIVATE SUBDIVISION
WILLIAMSON COUNTY, TEXAS

FIELD NOTES DESCRIPTION:

A DESCRIPTION OF 14.272 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 WITH "RJ SURVEYING" CAP FOUND ON THE NORTH LINE OF THAT 8.00 ACRE TRACT (TRACT ONE) CONVEYED TO BCC LAND, LLC BY DEED RECORDED IN DOCUMENT NO. 2007104011, OPRWC FOR THE COMMON SOUTH CORNER OF LOT 4 AND LOT 5, BLOCK A OF SAID SIENA SOUTH;

THENCE WITH THE COMMON LINE OF SAID LOT 4 AND LOT 5, N00°17'18"E A DISTANCE OF 918.06 FEET TO A 1/2" IRON ROD WITH "RJ SURVEYING" CAP FOUND FOR A POINT OF CURVATURE OF A NON-TANGENT CURVE TO THE LEFT ON THE CURVING RIGHT-OF-WAY OF SOFIA PLACE (75-FOOT RADIUS), SAME BEING A COMMON NORTH CORNER OF SAID LOT 4 AND LOT 5, BLOCK A;

THENCE NORTHEASTERLY ALONG SAID CURVE, AN ARC LENGTH OF 94.14 FEET, HAVING A RADIUS OF 75.00 FEET, A CENTRAL ANGLE OF 71°54'51", AND A CHORD BEARING N57°05'04"E, 88.08 FEET TO A 1/2" IRON ROD SET;

THENCE ACROSS SAID LOT 4 AND LOT 3, BLOCK A THE FOLLOWING THIRTEEN (13) COURSES:

1. S33°26'55"E A DISTANCE OF 171.63 FEET TO A 1/2" IRON ROD SET;
2. S42°07'56"E A DISTANCE OF 39.55 FEET TO A 1/2" IRON ROD SET FOR THE POINT OF CURVATURE OF A TANGENT CURVE TO THE LEFT;
3. EASTERLY 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 S83°45'15"E, 19.93 FEET TO A 1/2" IRON ROD SET FOR THE POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT;
4. NORTHEASTERLY 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 N55°25'40"E, 9.12 FEET TO A 1/2" IRON ROD SET;
5. N33°46'06"W A DISTANCE OF 103.76 FEET TO A 1/2" IRON ROD SET;
6. N63°49'13"E A DISTANCE OF 113.25 FEET TO A 1/2" IRON ROD SET;
7. S18°35'27"E A DISTANCE OF 103.76 FEET TO A 1/2" IRON ROD SET FOR THE POINT OF CURVATURE OF A NON-TANGENT CURVE TO THE RIGHT;
8. EASTERLY 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 N80°56'59"E, 107.73 FEET TO A 1/2" IRON ROD SET;
9. S89°30'35"E A DISTANCE OF 57.48 FEET TO A 1/2" IRON ROD SET;
10. N00°29'25"E A DISTANCE OF 80.00 FEET TO A 1/2" IRON ROD SET;
11. S89°30'35"E A DISTANCE OF 95.03 FEET TO A 1/2" IRON ROD SET;
12. S02°57'36"E A DISTANCE OF 17.33 FEET TO A 1/2" IRON ROD SET;
13. S89°30'35"E A DISTANCE OF 135.65 FEET TO A 1/2" IRON ROD SET FOR THE COMMON EAST CORNER OF SAID LOT 3 AND LOT 4, BLOCK A, FROM WHICH THE NORTHEAST CORNER OF THE ROBERT MCNUTT SURVEY, ABSTRACT NO. 422 BEARS APPROXIMATELY N20°25'03"W A DISTANCE OF 5583 FEET;

THENCE WITH THE EAST LINE OF SAID LOT 4, BLOCK A, SAME BEING THE WEST LINE OF LOT 1, LOT 4 AND LOT 5 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 914.94 FEET TO A 1/2" IRON ROD WITH "RJ SURVEYING" CAP FOUND ON THE NORTH LINE OF THAT 4.001 ACRE TRACT CONVEYED TO IRON HORSE 120 LLC BY DEED RECORDED IN DOCUMENT NO. 2020160050, OPRWC;

THENCE WITH THE SOUTH LINE OF SAID LOT 4, BLOCK A, SAME BEING THE NORTH LINE OF SAID 4.001 ACRE TRACT, WITH THE NORTH LINE OF THAT 5.739 ACRE TRACT (TRACT 1) CONVEYED TO NEYRA INDUSTRIES, INC. BY DEED RECORDED IN DOCUMENT NO. 2003051376, OPRWC, AND WITH THE NORTH LINE OF SAID 8.00 ACRE TRACT, N89°42'42"W A DISTANCE OF 692.34 FEET TO THE SAID POINT OF BEGINNING.

CONTAINING 14.272 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 2 A PRIVATE SUBDIVISION".

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 10 DAY OF January, 2023.

SOMMERY LOT 3 LP, A TEXAS LIMITED PARTNERSHIP

BY: SOMMERY TOWNHOMES GP LLC, A TEXAS LIMITED LIABILITY COMPANY, ITS GENERAL PARTNER

BY: Taylor Wilson
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, 2023 A.D.

BY: SAE CHO
NOTARY PUBLIC, STATE OF TEXAS

PRINTED NAME: SAE CHO

MY COMMISSION EXPIRES: 1/15/2024

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: Leslie Acuna
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, 2023 A.D.

BY: SAE CHO
NOTARY PUBLIC, STATE OF TEXAS

PRINTED NAME: SAE CHO

MY COMMISSION EXPIRES: 1/15/2024

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: Taylor Wilson
PRINTED NAME: Taylor Wilson
TITLE: Manager
6034 W COURTYARD DRIVE, SUITE 288
AUSTIN, TEXAS 78730

STATE OF TEXAS

COUNTY OF Travis

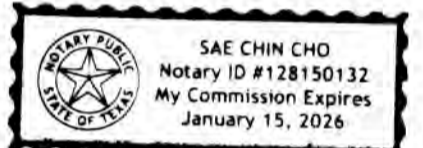
BEFORE ME ON THIS DAY PERSONALLY APPEARED Taylor Wilson, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 10 DAY OF January, 2023 A.D.

BY: SAE CHO
NOTARY PUBLIC, STATE OF TEXAS

PRINTED NAME: SAE CHO

MY COMMISSION EXPIRES: 1/15/2024



STATE OF TEXAS

COUNTY OF WILLIAMSON

THAT INDEPENDENT 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. 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: Scott Daniels
PRINTED NAME: Scott Daniels
TITLE: SVP
1011 W 40TH STREET, SUITE 300
AUSTIN, TEXAS 78756

STATE OF TEXAS

COUNTY OF Travis

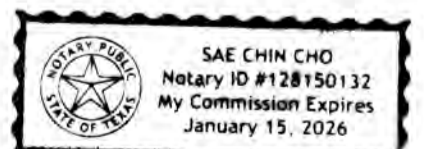
BEFORE ME ON THIS DAY PERSONALLY APPEARED Scott Daniels, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 9 DAY OF January, 2023 A.D.

BY: SAE CHO
NOTARY PUBLIC, STATE OF TEXAS

PRINTED NAME: SAE CHO

MY COMMISSION EXPIRES: 1/15/2024



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

REPLAT OF LOTS 3 & 4 BLOCK A SIENA SOUTH SECTION 2 A PRIVATE SUBDIVISION

WILLIAMSON COUNTY, TEXAS

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.

Karl Atkins 1/9/23
KARL E. ATKINS DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4618
STATE OF TEXAS



ENGINEER'S CERTIFICATION:

STATE OF TEXAS

COUNTY OF WILLIAMSON

NO PORTION OF THIS TRACT IS ENCLOSED 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.

Sinyale Woods 1-9-23
SINYALE WOODS DATE
LICENSED PROFESSIONAL ENGINEER NO. 146219
STATE OF TEXAS



STATE OF TEXAS

COUNTY OF WILLIAMSON

I, BILL GRAVELL JR., COUNTY JUDGE OF WILLIAMSON COUNTY, TEXAS, DO HEREBY CERTIFY THAT THIS MAP OR PLAT, WITH FIELD NOTES HEREON, FOR A SUBDIVISION HAVING BEEN FULLY PRESENTED TO THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS, AND BY 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

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 2 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
TAYLOR WILSON, MANAGER
SOMMERY LOT 4 LP
6034 WEST COURTYARD DRIVE, SUITE 288
AUSTIN, TEXAS 78730

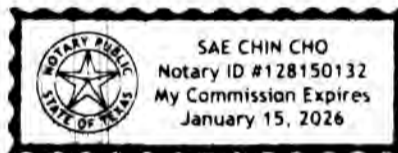
STATE OF TEXAS

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, 2023 A.D.

BY: SAE CHH
NOTARY PUBLIC, STATE OF TEXAS

PRINTED NAME: SAE CHHMY COMMISSION EXPIRES: 1/15/2026

STATE OF TEXAS

COUNTY OF WILLIAMSON

THAT HAPPY STATE BANK, LIEN HOLDER OF THE CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED AS LOT 4, 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: Leslie Acuna
PRINTED NAME: Leslie Acuna
TITLE: AVP Commercial Lender
559 S IH-35, SUITE 100
ROUND ROCK, TEXAS 78664

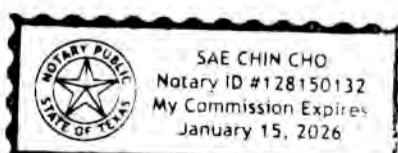
STATE OF TEXAS

COUNTY OF Williamson

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BY: SAE CHH
NOTARY PUBLIC, STATE OF TEXAS

PRINTED NAME: SAE CHHMY COMMISSION EXPIRES: 1/15/2026

STATE OF TEXAS

COUNTY OF WILLIAMSON

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WILSON CAPITAL GP I, LLC

BY: Taylor Wilson
PRINTED NAME: Taylor Wilson

TITLE: Manager
6034 W COURTYARD DRIVE, SUITE 288
AUSTIN, TEXAS 78730

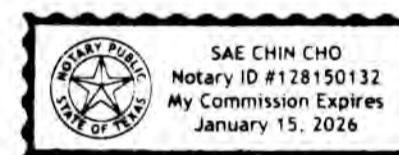
STATE OF TEXAS

COUNTY OF Travis

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BY: SAE CHH
NOTARY PUBLIC, STATE OF TEXAS

PRINTED NAME: SAE CHHMY COMMISSION EXPIRES: 1/15/2026

STATE OF TEXAS

COUNTY OF WILLIAMSON

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INDEPENDENT BANK

BY: Scott Daniels
PRINTED NAME: Scott Daniels

TITLE: SVP
1011 W 40TH STREET, SUITE 300
AUSTIN, TEXAS 78756

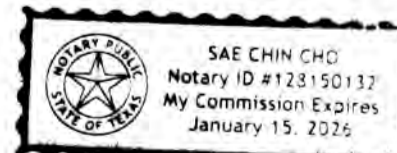
STATE OF TEXAS

COUNTY OF Travis

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GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 9 DAY OF January, 2023 A.D.

BY: SAE CHH
NOTARY PUBLIC, STATE OF TEXAS

PRINTED NAME: SAE CHHMY COMMISSION EXPIRES: 1/15/2026

Commissioners Court - Regular Session**25.****Meeting Date:** 01/24/2023

Preliminary plat for the Eldorado subdivision – Pct 2

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

Information**Agenda Item**

Discuss, consider and take appropriate action on approval of the preliminary plat for the Eldorado subdivision – Precinct 2.

Background

This proposed subdivision consists of 751 single family lots, 25 open space lots, 1 parkland lot, 1 school lot, 3 commercial lots and 38,192 feet of new public roads on 336.92 acres.

Timeline

2022-06-24 – initial submittal of the preliminary plat

2022-07-22 – 1st review complete with comments

2022-08-26 – 2nd submittal of preliminary plat

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

2022-10-20 – 3rd submittal of preliminary plat

2022-11-04 – 3rd review complete with comments

2022-12-22 – 4th submittal of preliminary plat

2023-01-06 – 4th review complete with comments

2023-01-11 – 5th submittal of preliminary plat

2023-01-12 – 5th review complete with comments clear

2023-01-19 – preliminary plat placed on the January 24, 2023 Commissioners Court agenda for consideration

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

preliminary plat - Eldorado

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Adam Boatright

Final Approval Date: 01/19/2023

Reviewed By

Becky Pruitt

Date

01/19/2023 12:59 PM

Started On: 01/18/2023 05:10 PM

WATERSHED STATUS
THIS SIGHT IS LOCATED IN THE NORTH FORK SAN GABRIEL RIVER
WATERSHED OF THE BRAZOS RIVER BASIN

1. ALL RESPONSIBILITY FOR THE ADEQUACY OF THESE PLANS REMAINS WITH THE REGISTERED PROFESSIONAL ENGINEER WHO PREPARED THEM. IN REVIEWING THESE PLANS THE CITY OF SAN MARCOS MUST RELY UPON THE ADEQUACY OF THE WORK OF THE DESIGN ENGINEER.

2. NO PORTION OF THIS SITE IS LOCATED WITHIN THE 100YR FLOOD PLAIN, AS DESCRIBED IN FEMA FIRM NO. 48491C0275E, DATED SEPTEMBER 26, 2008, WILLIAMSON COUNTY, TX.

3. "PRELIMINARY. THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSES"

NER:
RY HOMES
(512) 484-7469
N: NICK MCLNTYRE

SANTA RITA COMMERCIAL LLC
8200 N MOPAC, SUITE 300
AUSTIN, TX 78759

SANTA RITA INVESTMENTS LTD
8200 N MOPAC, SUITE 300
AUSTIN, TX 78759

ENGINEER
KIMLEY-HORN AND ASSOCIATES, INC.
5301 SOUTHWEST PARKWAY, BUILDING 2, SUITE 100
AUSTIN, TX 78735
PH: (512) 646-2243
ATTN: BENJAMIN GREEN

WATER:
CITY OF GEORGETOWN
300-1 INDUSTRIAL AVE.
PO BOX 409
GEORGETOWN, TEXAS 78627
PH: (512) 930-3558

WASTEWATER:
CITY OF LIBERTY HILL
926 LOOP 332
PO BOX 1920
LIBERTY HILL, TX 78642
PH: (512) 745-1222

ELECTRIC PROVIDER:
PEDERNALES ELECTRIC COOPERATIVE, INC.
PO BOX 1
JOHNSON CITY, TEXAS 78636
PH: (800) 868-4791

PREPARED BY:

Kimley»»Horn

5301 SOUTHWEST PARKWAY, BUILDING 2, SUITE 100
AUSTIN, TEXAS 78735
CERTIFICATE OF REGISTRATION #928

Tel. No. (512) 646-2237

RONALD REAGAN BLVD
LIBERTY HILL, TX 78642



SCALE: 1" = 2,000'

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

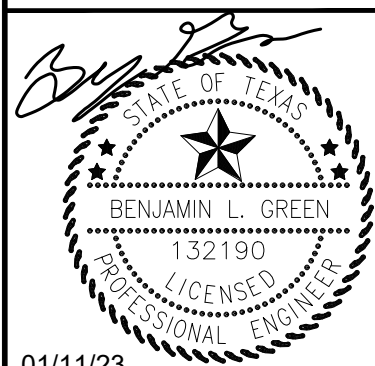
I THE UNDERSIGNED, A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THE PLAT AND ALL PLANS AND SPECIFICATIONS WHICH ARE INCLUDED WITH THE PLAT ARE, TO THE BEST OF MY PROFESSIONAL CAPACITY, COMPLETE AND ACCURATE AND IN COMPLIANCE WITH ALL RELEVANT CITY ORDINANCES, CODES, PLANS, AND RELEVANT STATE STANDARDS.

BENJAMIN L. GREEN, PE

DATE _____

SHEET NO.	DESCRIPTION
1	COVER SHEET
2	PHASING PLAN
3	OVERALL PLAT SHEET
4	PLAT SHEET 1 OF 5
5	PLAT SHEET 2 OF 5
6	PLAT SHEET 3 OF 5
7	PLAT SHEET 4 OF 5
8	PLAT SHEET 5 OF 5
9	ROW DEDICATION
10	LOT TABLES
11	LINE AND CURVE TABLES 1 OF 2
12	LINE AND CURVE TABLES 2 OF 2
13	EXISTING CONDITIONS AND DEMO PLAN
14	EXISTING DRAINAGE AREA MAP
15	PROPOSED DRAINAGE AREA MAP
16	STORM PLAN
17	WATER PLAN
18	WASTEWATER PLAN
19	STREET CROSS SECTIONS

78735
PHONE: 512-418-1771 FAX: 512-418-1791
WWW.KIMLEY-HORN.COM
© 2022 KIMLEY-HORN AND ASSOCIATES, INC.
TBPE Firm No. 928



01/11/23

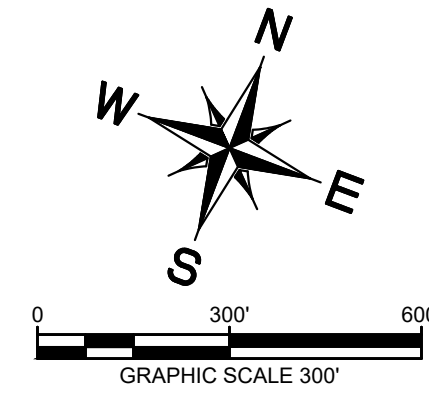
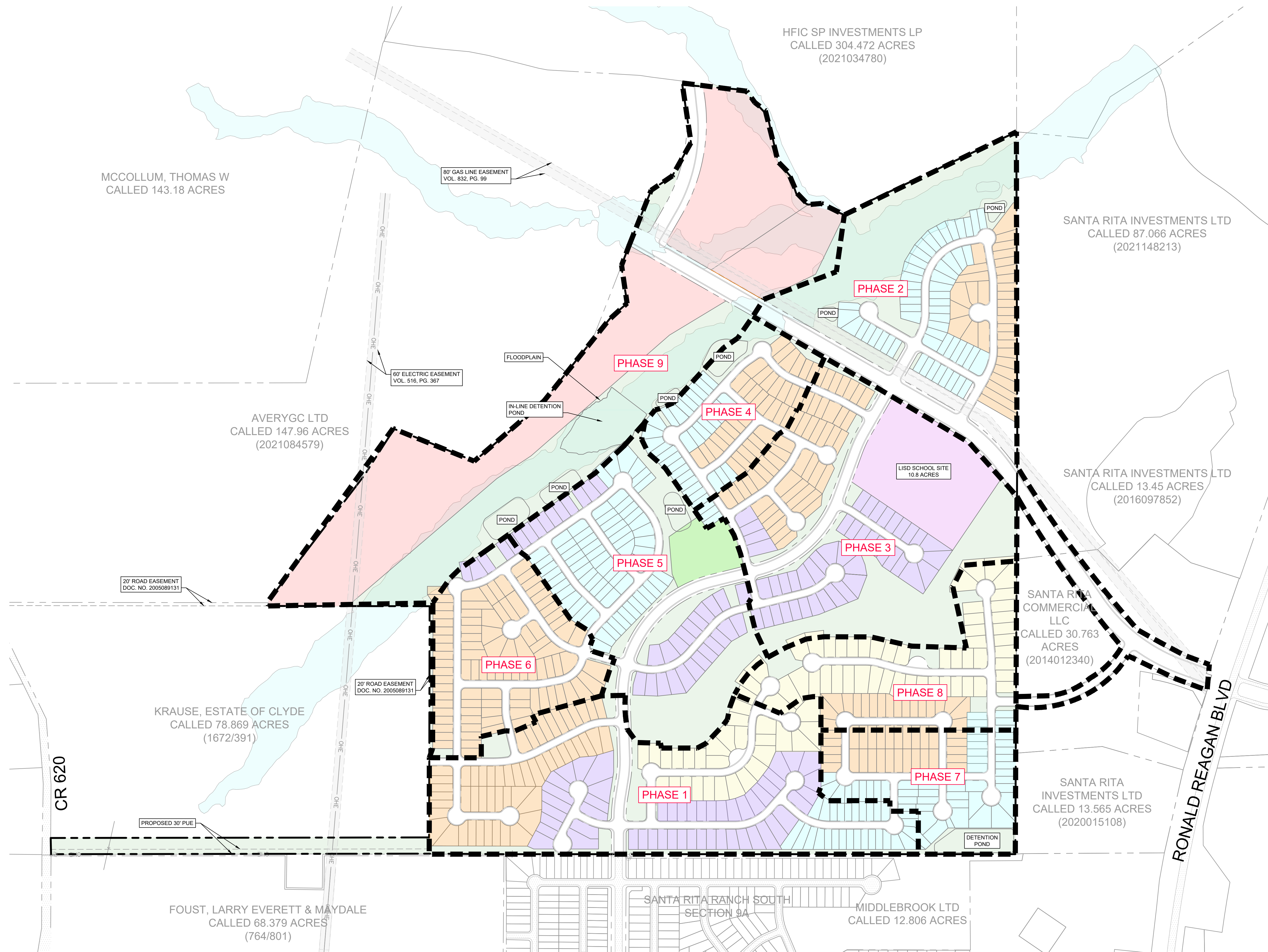
KHA PROJECT
PROJECT NUMBER
DATE
OCTOBER 2022
SCALE: AS SHOWN
DESIGNED BY: XXX
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COVER SHEET

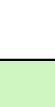


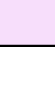




**ELDORADO
SUBDIVISION
PHASE 1**
CITY OF LIBERTY HILL
WILLIAMSON COUNTY, TEXAS

SHEET NUMBER

1 OF 18

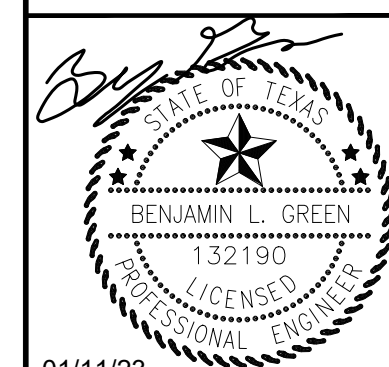


LOT DATA TABLE		
DESCRIPTION	LOTS	ACRES
RIGHT-OF-WAY	-	61.61
SINGLE FAMILY LOTS	751	139.62
OPEN SPACE LOTS	25	85.32
PARKLAND	1	3.07
SCHOOL	1	10.8
COMMERCIAL	3	36.50
TOTAL	789	336.92

-  OPEN SPACE/UTILITY LOTS
 -  PARKLAND
 -  COMMERCIAL
 -  SCHOOL LOT
 -  45' FRONTAGE LOTS (238)
 -  50' FRONTAGE LOTS (298)
 -  60' FRONTAGE LOTS (136)
 -  70' FRONTAGE LOTS (79)

PHASING TABLE	
PHASE NUMBER	NUMBER OF LOTS
1	159
2	86
3	93
4	72
5	99
6	96
7	72
8	74

Kimley»»Horn
78735
5301 SOUTHWEST PKWY, BUILDING 2, SUITE 100 AUSTIN, TEXAS
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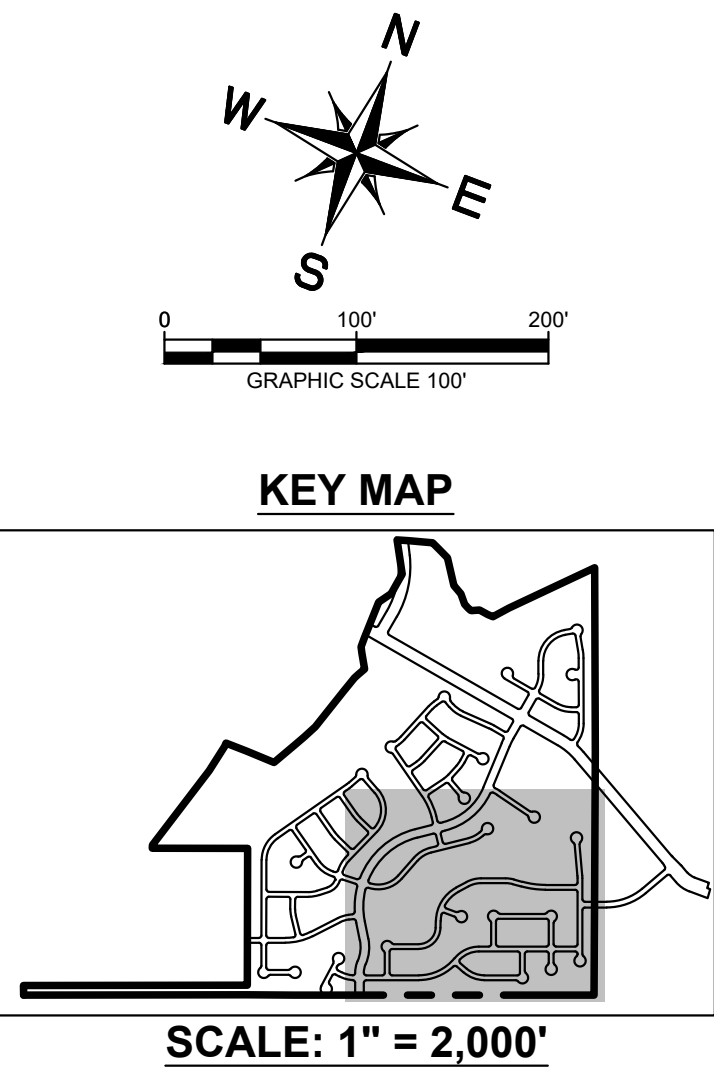
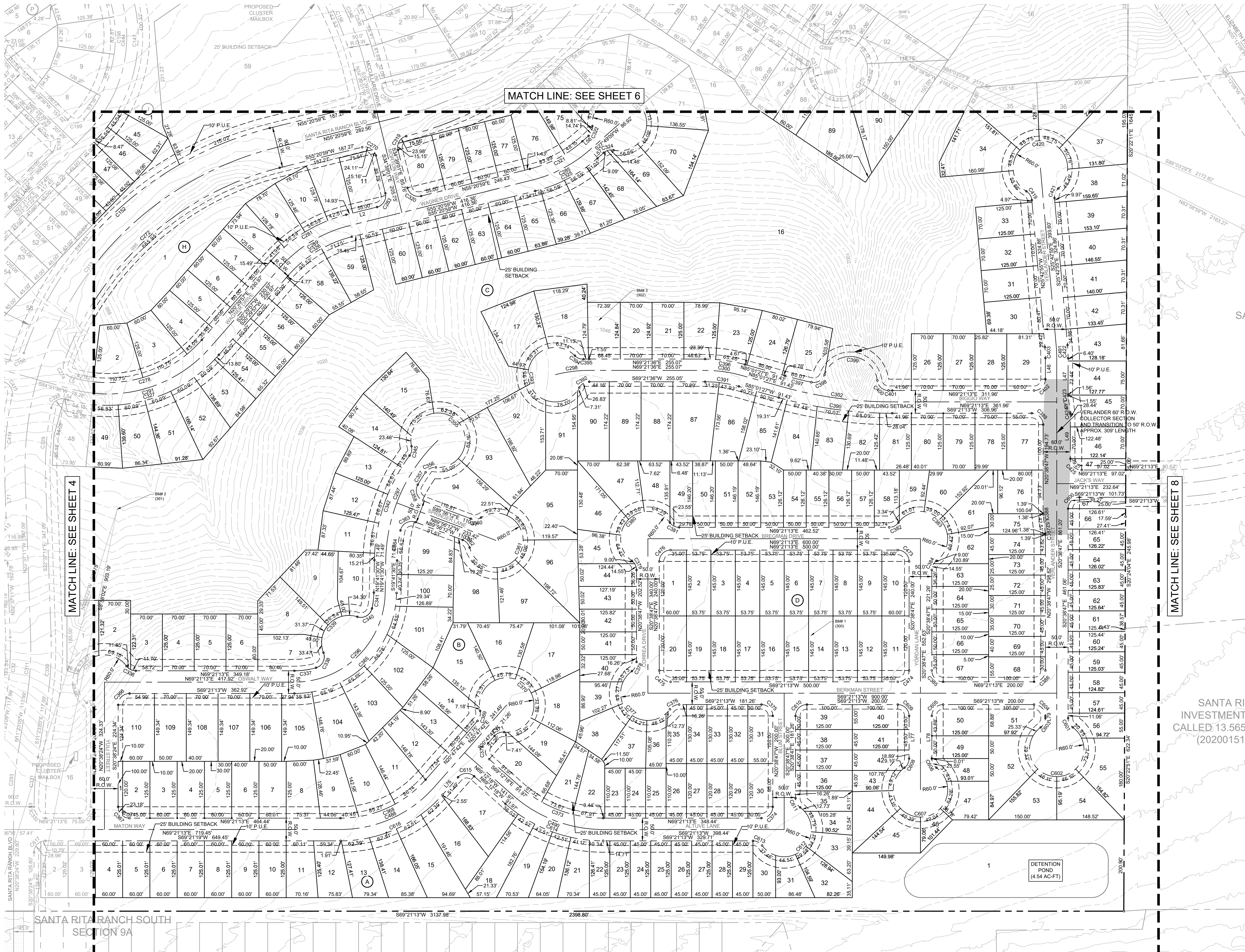
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KHA PROJECT PROJECT NUMBER
DATE OCTOBER 2022
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OVERALL PRELIMINARY
PLAT

**ELDORADO
SUBDIVISION
PHASE 1
CITY OF LIBERTY HILL
WILLAMSON COUNTY, TEXAS**

Plotted By: Davis, Aaron Date: January 11, 2023 04:18:25pm File Path: K:\SAU Civil\069284000 Eldorado - Liberty Hill Single Family\069284000 Preliminary\PlanSheets\0 - Final\Plot.dwg
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- NOTES:
1. WATER SERVICE IS PROVIDED BY: CITY OF GEORGETOWN
WASTEWATER SERVICE IS PROVIDED BY: CITY OF LIBERTY HILL
 2. ALL SIDEWALKS SHALL BE MAINTAINED BY EACH OF THE ADJACENT PROPERTY OWNERS.
 3. THE PURPOSE OF THIS PRELIMINARY PLAT IS TO SHOW THE PROPOSED IMPROVEMENTS TO THE OWNER'S PROPERTY, INCLUDING THE EXISTING TOPOGRAPHY, TO EVALUATE THE EXISTING AND PROPOSED DRAINAGE PATTERNS. THERE ARE NO IMPROVEMENTS OR SUBDIVISION OF LOTS 53, 54, AND 102 PROPOSED WITH THIS PRELIMINARY PLAT. A REVISED PRELIMINARY PLAT SHALL BE SUBMITTED AND APPROVED PRIOR TO ANY DIVISION OF LOTS 53, 54, AND 102 INTO TWO OR MORE PARTS TO LAY OUT (1) A SUBDIVISION OF THE TRACT, INCLUDING AN ADDITION; (2) LOTS; OR (3) STREETS, ALLEYS, SQUARES, PARKS, OR OTHER PARTS OF THE TRACT INTENDED TO BE DEDICATED TO PUBLIC USE OR FOR THE USE OF PURCHASERS OR OWNERS OF LOTS FRONTING ON OR ADJACENT TO THE STREETS, ALLEYS, SQUARES, PARKS, OR OTHER PARTS. A LOT IS ANY PARCEL OR TRACT OF LAND EXCLUSIVE OF ANY ADJOINING ROAD OR ROAD RIGHT-OF-WAY THAT IS SEPARATED FROM OTHER PARCELS BY A LEGAL DESCRIPTION, A SUBDIVISION OF RECORD, OR SURVEY MAP. THE TERMS "STREET" OR "ROAD" ARE INTERCHANGEABLE AND ARE USED TO DESCRIBE ALL VEHICULAR WAYS, REGARDLESS OF ANY OTHER DESIGNATION THEY MAY CARRY OR WHETHER THE STREET OR ROAD WILL BE PUBLIC OR PRIVATELY OWNED.
 4. ALL SIDEWALKS SHALL BE MAINTAINED BY EACH OF THE ADJACENT PROPERTY OWNERS
 5. THE PURPOSE OF THIS PRELIMINARY PLAT IS TO SHOW THE PROPOSED IMPROVEMENTS TO THE OWNER'S PROPERTY, INCLUDING THE EXISTING TOPOGRAPHY, TO EVALUATE THE EXISTING AND PROPOSED DRAINAGE PATTERNS. THERE ARE NO IMPROVEMENTS OR SUBDIVISION OF LOTS 102, 54, AND 53 PROPOSED WITH THIS PRELIMINARY PLAT. A REVISED PRELIMINARY PLAT SHALL BE SUBMITTED AND APPROVED PRIOR TO ANY DIVISION OF LOTS 102, 54, AND 53 INTO TWO OR MORE PARTS TO LAY OUT (1) A SUBDIVISION OF THE TRACT, INCLUDING AN ADDITION; (2) LOTS; OR (3) STREETS, ALLEYS, SQUARES, PARKS, OR OTHER PARTS OF THE TRACT INTENDED TO BE DEDICATED TO PUBLIC USE OR FOR THE USE OF PURCHASERS OR OWNERS OF LOTS FRONTING ON OR ADJACENT TO THE STREETS, ALLEYS, SQUARES, PARKS, OR OTHER PARTS. A LOT IS ANY PARCEL OR TRACT OF LAND EXCLUSIVE OF ANY ADJOINING ROAD OR ROAD RIGHT-OF-WAY THAT IS SEPARATED FROM OTHER PARCELS BY A LEGAL DESCRIPTION, A SUBDIVISION OF RECORD, OR SURVEY MAP. THE TERMS "STREET" OR "ROAD" ARE INTERCHANGEABLE AND ARE USED TO DESCRIBE ALL VEHICULAR WAYS, REGARDLESS OF ANY OTHER DESIGNATION THEY MAY CARRY OR WHETHER THE STREET OR ROAD WILL BE PUBLIC OR PRIVATELY OWNED.

BENCHMARKS
BM #300: SIR # SET IN CONCRETE, 102.14815 / 30.77176
BM #301: SIR # SET IN CONCRETE, 102.13606 / 30.77439
BM #302: SIR # SET IN CONCRETE, 102.14368 / 30.78284
BM #303: SIR # SET IN CONCRETE, 102.15154 / 30.78615

ELDORADO
SUBDIVISION
PHASE 1
CITY OF LIBERTY HILL
WILLIAMSON COUNTY, TEXAS

PLAT (SHEET 1 OF 5)

DATE: OCTOBER 2022
SCALE: AS SHOWN
DESIGNED BY: XXX
DRAWN BY: -
CHECKED BY: XXX

SHEET NUMBER
3 OF 18

Kimley»Horn

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TPE Firm No. 628

STATE OF TEXAS
BENJAMIN L. GREEN
152190
Professional Engineer
10/11/23

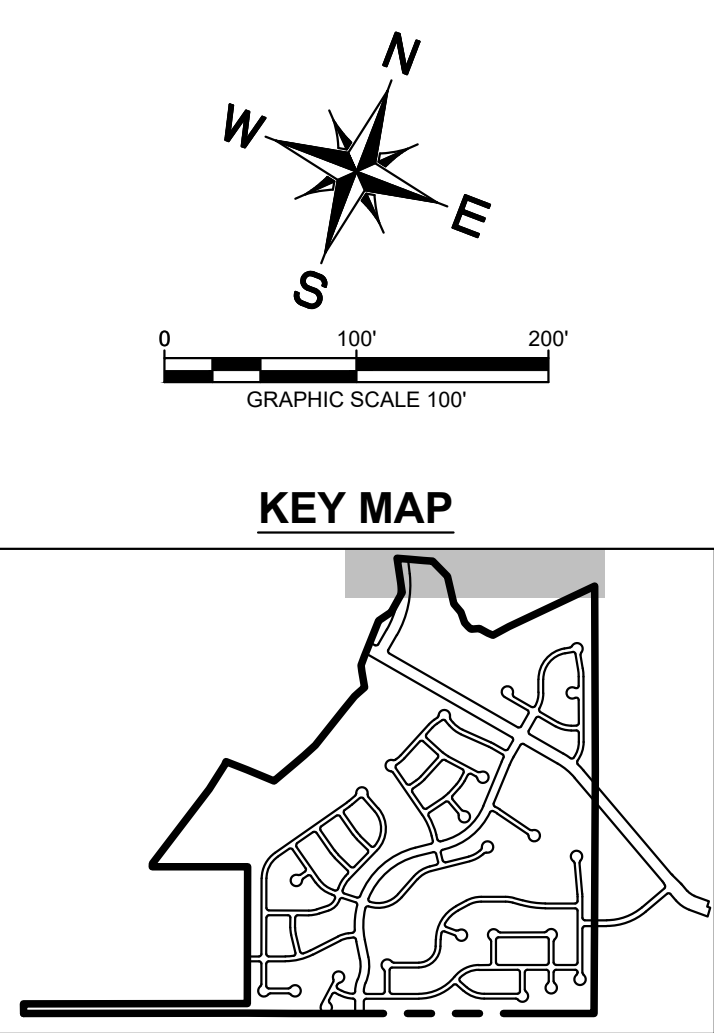
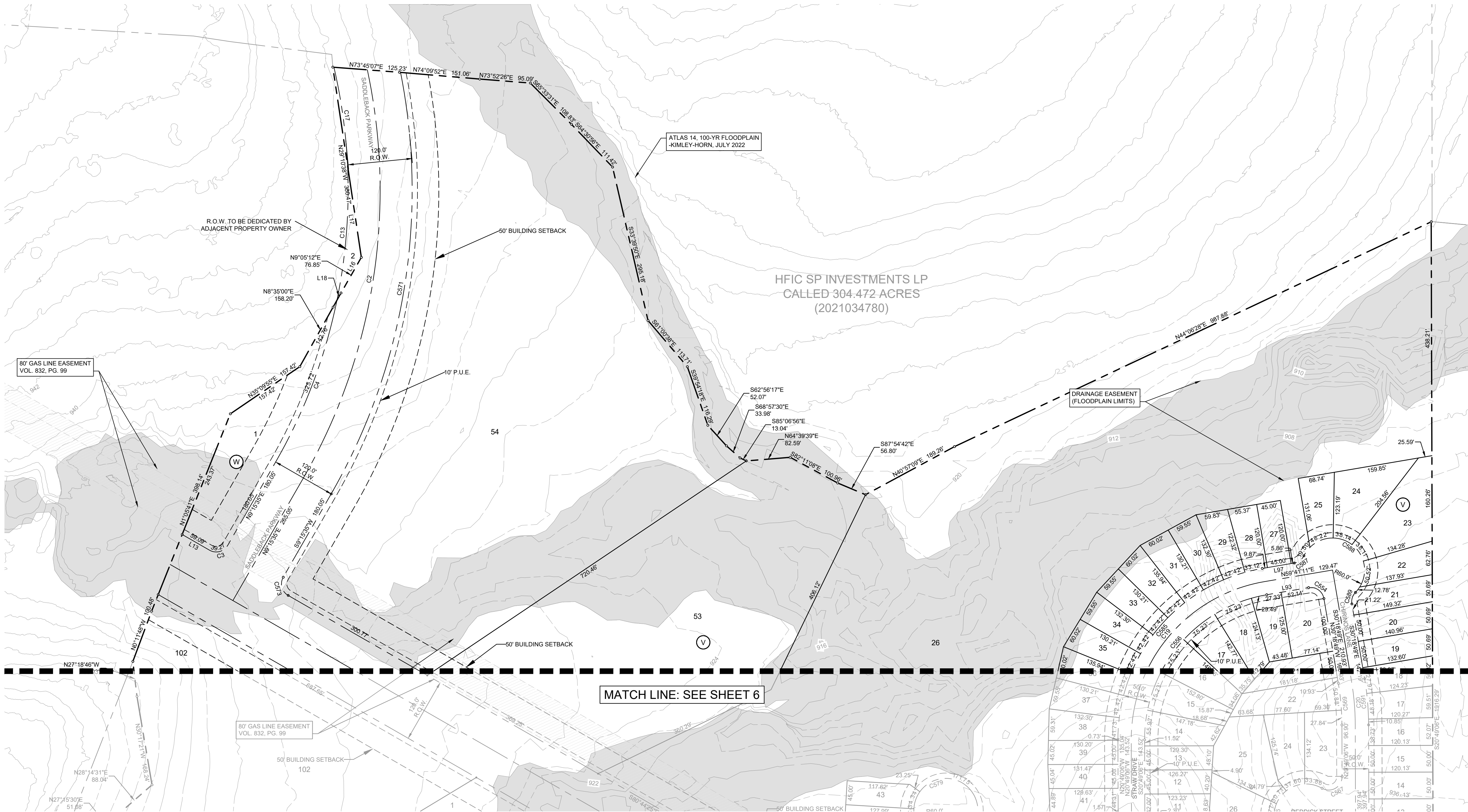
11/11/23

REVISIONS
No. DATE BY

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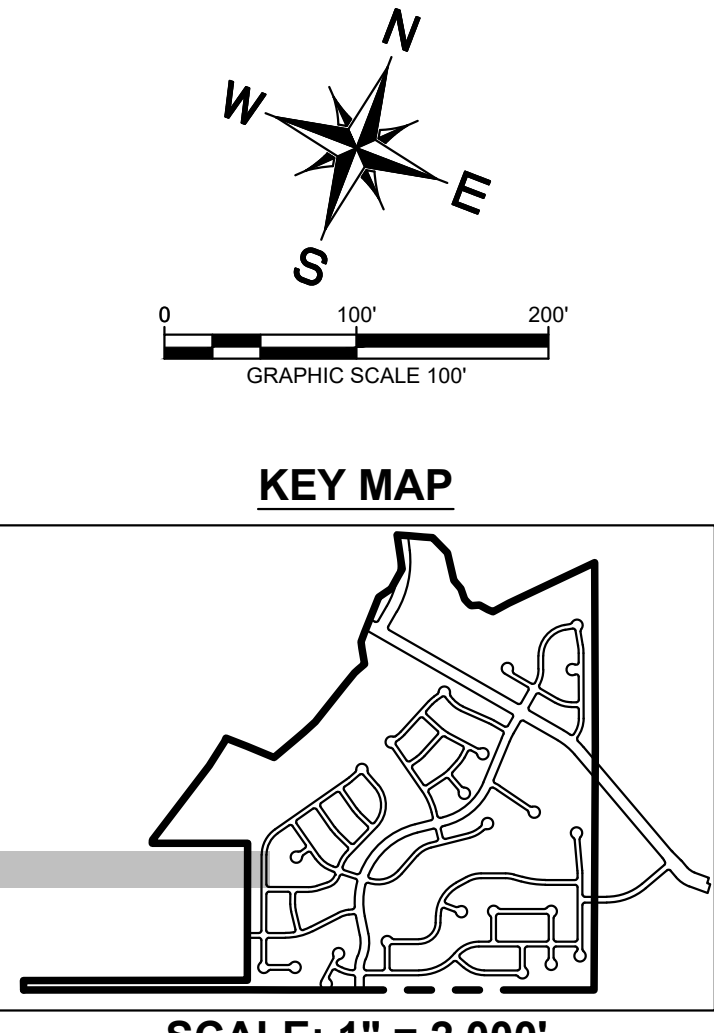
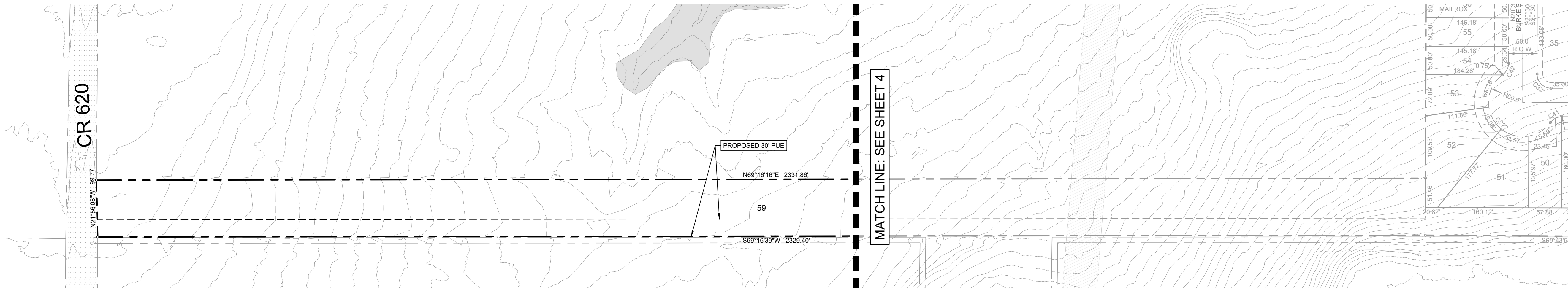


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SCALE: 1" = 2,000'

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SCALE: 1" = 2,000'

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ELDERADO
SUBDIVISION
PHASE 1
CITY OF LIBERTY HILL
WILLIAMSON COUNTY, TEXAS

7 OF 18

Kimley»Horn

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10/11/23

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PROJECT NUMBER
OCTOBER 2022

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PLAT (SHEET 5 OF 5)

SHEET NUMBER
7 OF 18

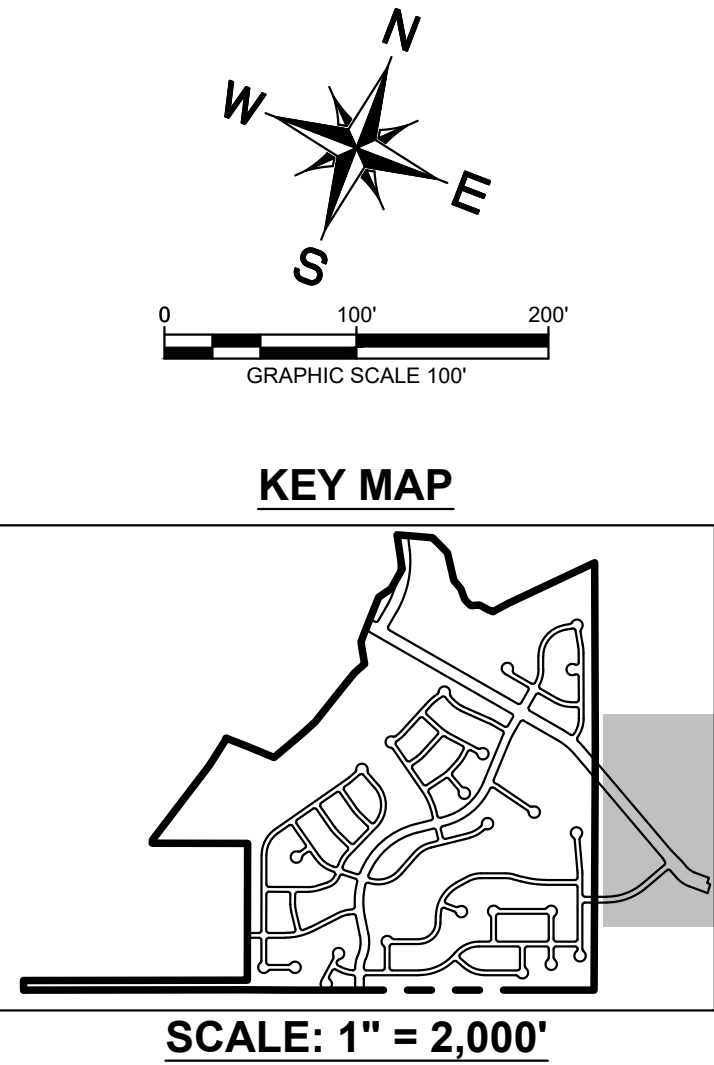
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BENCHMARKS
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ELDORADO SUBDIVISION PHASE 1 CITY OF LIBERTY HILL WILLIAMSON COUNTY, TEXAS		ROW DEDICATION		Kimley»Horn 5301 SOUTHWEST PKWY, BUILDING 2, SUITE 100 AUSTIN, TEXAS 78735 PHONE: 512-418-1791 FAX: 512-418-1791 © 2022 KIMLEY-HORN AND ASSOCIATES, INC. TPE Firm No. 628		No.		REVISIONS		DATE		BY	
KHA PROJECT PROJECT NUMBER DATE OCTOBER 2022		SCALE: AS SHOWN DESIGNED BY: XXX DRAWN BY: -- CHECKED BY: XXX		01/11/23		BENJAMIN L. GREEN 5/21/90 LICENSED PROFESSIONAL ENGINEER		01/11/23		KHA PROJECT PROJECT NUMBER DATE OCTOBER 2022		SCALE: AS SHOWN DESIGNED BY: XXX DRAWN BY: -- CHECKED BY: XXX	
SHEET NUMBER 8 OF 18													

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BLOCK A		
LOT TABLE		
LOT NO.	ACRES	SQ. FT.
1	3.720	162,047
2	0.172	7,494
3	0.172	7,501
4	0.172	7,501
5	0.172	7,501
6	0.172	7,501
7	0.172	7,501
8	0.172	7,500
9	0.172	7,500
10	0.172	7,500
11	0.187	8,142
12	0.197	8,568
13	0.209	9,117
14	0.246	10,713
15	0.315	13,739
16	0.295	12,861
17	0.344	15,000
18	0.254	11,086
19	0.206	8,960
20	0.172	7,502
21	0.166	7,222
22	0.129	5,639
23	0.129	5,625
24	0.129	5,625
25	0.129	5,625

LOT TABLE		
LOT NO.	ACRES	SQ. FT.
26	0.129	5,625
27	0.129	5,625
28	0.129	5,625
29	0.129	5,625
30	0.126	5,486
31	0.138	6,022
32	0.182	7,915
33	0.153	6,650
34	0.105	4,583
35	0.125	5,432
36	0.129	5,625
37	0.129	5,625
38	0.129	5,625
39	0.155	6,741
40	0.155	6,741
41	0.129	5,625
42	0.126	5,481
43	0.100	4,340
44	0.202	8,816
45	0.205	8,947
46	0.079	3,436
47	0.182	7,946
48	0.126	5,487
49	0.143	6,250
50	0.195	8,476

LOT TABLE		
LOT NO.	ACRES	SQ. FT.
51	0.185	8,041
52	0.297	12,952
53	0.235	10,256
54	0.234	10,173
55	0.284	12,363
56	0.144	6,270
57	0.129	5,612
58	0.129	5,622
59	0.129	5,631
60	0.129	5,640
61	0.130	5,649
62	0.130	5,658
63	0.130	5,667
64	0.130	5,675
65	0.130	5,684
66	0.131	5,693
67	0.070	3,033

BLOCK B		
LOT TABLE		
LOT NO.	ACRES	SQ. FT.
1	0.026	1,140
2	0.172	7,476
3	0.172	7,500
4	0.172	7,500
5	0.172	7,500
6	0.172	7,500
7	0.172	7,501
8	0.196	8,553
9	0.223	9,729
10	0.244	10,627
11	0.236	10,285
12	0.220	9,570
13	0.199	8,663
14	0.199	8,678
15	0.309	13,447
16	0.272	11,832
17	0.366	15,937
18	0.259	11,293
19	0.198	8,608
20	0.265	11,557
21	0.184	8,012
22	0.170	7,405
23	0.114	4,950
24	0.114	4,950
25	0.114	4,950

LOT TABLE		
LOT NO.	ACRES	SQ. FT.
26	0.124	5,400
27	0.124	5,400
28	0.124	5,400
29	0.124	5,400
30	0.148	6,466
31	0.161	7,016
32	0.134	5,850
33	0.134	5,850
34	0.134	5,850
35	0.130	5,657
36	0.110	4,778
37	0.179	7,788
38	0.189	8,214
39	0.143	6,233
40	0.159	6,929
41	0.143	6,250
42	0.144	6,262
43	0.145	6,325
44	0.146	6,375
45	0.163	7,092
46	0.233	10,171
47	0.241	10,479
48	0.171	7,456
49	0.166	7,248
50	0.168	7,310

LOT TABLE		
LOT NO.	ACRES	SQ. FT.
51	0.168	7,310
52	0.168	7,310
53	0.160	6,967
54	0.145	6,306
55	0.145	6,306
56	0.145	6,306
57	0.145	6,306
58	0.157	6,850
59	0.134	5,822
60	0.199	8,651
61	0.236	10,259
62	0.162	7,070
63	0.143	6,232
64	0.143	6,250
65	0.143	6,250
66	0.143	6,250
67	0.169	7,366
68	0.155	6,741
69	0.129	5,625
70	0.129	5,625
71	0.129	5,625
72	0.129	5,625
73	0.129	5,625
74	0.129	5,625
75	0.127	5,513

LOT TABLE		
LOT NO.	ACRES	SQ. FT.
76	0.221	9,612
77	0.226	9,866
78	0.201	8,750
79	0.201	8,750
80	0.201	8,750
81	0.201	8,754
82	0.219	9,527
83	0.217	9,466
84	0.263	11,449
85	0.239	10,412
86	0.279	12,164
87	0.369	16,067
88	0.280	12,195
89	0.280	12,195
90	0.277	12,049
91	0.250	10,885
92	0.386	16,797
93	0.396	17,271
94	0.366	15,931
95	0.428	18,645
96	0.347	15,122
97	0.335	14,572
98	0.338	14,717
99	0.295	12,843
100	0.201	8,775

LOT TABLE		
LOT NO.	ACRES	SQ. FT.
101	0.298	12,985
102	0.272	11,869
103	0.254	11,083
104	0.292	12,732
105	0.272	11,840
106	0.240	10,454
107	0.240	10,454
108	0.240	10,454
109	0.240	10,454
110	0.271	11,812

BLOCK C		
LOT TABLE		
LOT NO.	ACRES	SQ. FT.
1	0.230	10,017
2	0.207	9,025
3	0.201	8,740
4	0.201	8,750
5	0.201	8,750
6	0.201	8,750
7	0.253	11,022
8	0.292	12,711
9	0.313	13,632
10	0.250	10,900
11	0.219	9,551
12	0.219	9,550
13	0.222	9,668
14	0.288	12,530
15	0.345	15,031
16	20.362	886,965
17	0.353	15,364
18	0.336	14,648
19	0.204	8,886
20	0.201	8,742
21	0.201	8,747
22	0.213	9,281
23	0.234	10,181
24	0.231	10,072
25	0.247	10,762

LOT TABLE		
LOT NO.	ACRES	SQ. FT.
26	0.201	8,750
27	0.201	8,750
28	0.201	8,750
29	0.239	10,412
30	0.215	9,366
31	0.201	8,750
32	0.201	8,750
33	0.201	8,750
34	0.383	16,693
35	0.355	15,451
36	0.403	17,537
37	0.402	17,530
38	0.239	10,401
39	0.251	10,946
40	0.241	10,488
41	0.230	10,029
42	0.220	9,571
43	0.226	9,860
44	0.220	9,600
45	0.199	8,686
46	0.197	8,562
47	0.067	2,918
48	0.236	10,290
49	0.217	9,458
50	0.236	10,279

LOT TABLE		
LOT NO.	ACRES	SQ. FT.
51	0.262	11,425
52	0.255	11,087
53	0.215	9,357
54	0.180	7,835
55	0.172	7,500
56	0.172	7,500
57	0.172	7,500
58	0.234	10,206
59	0.221	9,610
60	0.172	7,500
61	0.172	7,500
62	0.172	7,500
63	0.172	7,500
64	0.172	7,500
65	0.177	7,697
66	0.198	8,643
67	0.211	9,210
68	0.230	10,034
69	0.211	9,185
70	0.301	13,115
71	0.294	12,807
72	0.295	12,850
73	0.289	12,601
74	0.183	7,954
75	0.235	10,250

LOT TABLE		
LOT NO.	ACRES	SQ. FT.
76	0.237	10,334
77	0.172	7,500
78	0.172	7,500
79	0.172	7,500
80	0.226	9,846
81	0.172	7,483
82	0.172	7,500
83	0.172	7,500
84	0.172	7,500
85	0.172	7,500
86	0.189	8,250
87	0.207	8,995
88	0.175	7,603
89	0.388	16,899
90	0.290	12,649
91	0.305	13,292
92	0.267	11,631
93	0.140	6,103
94	0.172	7,495
95	0.172	7,500
96	0.172	7,500
97	0.172	7,500
98	0.172	7,500
99	0.172	7,500
100	0.173	7,515

LOT TABLE		
LOT NO.	ACRES	SQ. FT.
101	0.205	8,943
102	10.858	472,960

BLOCK D		
LOT TABLE		
LOT NO.	ACRES	SQ. FT.
1	0.197	8,566
2	0.179	7,794
3	0.179	7,794
4	0.179	7,794
5	0.179	7,794
6	0.179	7,794
7	0.179	7,794
8	0.179	7,794
9	0.179	7,794
10	0.197	8,566
11	0.197	8,566
12	0.179	7,794
13	0.179	7,794
14	0.179	7,794
15	0.179	7,794
16	0.179	7,794
17	0.179	7,794
18	0.179	7,794
19	0.179	7,794
20	0.197	8,566

BLOCK H		
LOT TABLE		
LOT NO.	ACRES	SQ. FT.
1	1.437	62,602
2	0.248	10,819
3	0.248	10,819
4	0.203	8,835
5	0.172	7,500
6	0.172	7,500
7	0.172	7,500
8	0.190	8,266
9	0.195	8,511
10	0.195	8,511
11	0.226	9,846

BLOCK I		
LOT TABLE		
LOT NO.	ACRES	SQ. FT.
1	0.352	15,313
2	0.289	12,582
3	0.246	10,695
4	0.219	9,537
5	0.332	14,473
6	0.581	25,321
7	0.323	14,068
8	0.234	10,201
9	0.220	9,598
10	0.281	12,235
11	0.267	11,634
12	0.223	9,735
13	0.188	8,186
14	0.172	7,500
15	0.282	12,294
16	0.330	14,390
17	0.239	10,399
18	0.237	10,303
19	0.178	7,739
20	0.155	6,757
21	0.143	6,250
22	0.143	6,250
23	0.143	6,250
24	0.143	6,250
25	0.177	7,722

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Plotted By:Davis, Aaron Date:January 11, 2023 04:20:47pm File Path:K:\SAU_Civil\069288000_Eldorado - Liberty Hill Single Family Csd\Preliminary\PlanSheets\C - Final Plat.dwg This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

LINE TABLE		
LINE	LENGTH	BEARING
L2	69.93	N55°20'59.15"E
L4	85.75	N34°39'00.85"W
L5	6.35	N84°51'36.49"E
L13	59.09	S80°44'25.38"E
L14	25.72	N17°04'08.09"E
L15	22.33	S17°04'08.09"W
L16	76.85	N9°05'11.74"E
L17	174.55	N29°10'37.93"W
L18	15.44	N8°34'59.99"E
L20	9.50	S84°51'36.50"W
L21	59.67	S34°27'53.99"W
L22	59.67	N34°27'53.99"E
L25	45.08	S34°27'53.99"W
L26	46.43	S59°51'23.17"W
L27	19.92	N59°51'23.17"E
L29	62.87	N34°27'53.99"E
L30	107.10	N28°33'52.88"E
L37	32.79	N34°45'48.70"E
L40	80.41	S34°45'48.70"W
L41	80.41	N34°45'48.70"E
L42	73.19	S7°09'40.69"W
L46	46.40	N20°38'47.35"W
L47	79.85	S20°38'47.35"E
L48	37.20	S27°46'17.40"E
L49	98.44	S20°38'47.35"E
L50	123.19	S7°09'40.69"W
L51	112.24	N34°45'48.70"E
L52	42.51	N26°59'12.04"W
L53	0.02	S20°38'24.26"E
L54	6.35	S84°51'36.50"W
L55	82.79	N34°45'48.70"E
L56	18.18	N27°49'09.49"E
L57	18.18	S27°49'09.49"W
L58	1.02	S86°53'21.41"E
L59	69.44	N86°53'21.41"W
L70	46.95	N67°22'49.25"E
L71	84.31	N22°37'10.75"W
L75	29.19	N23°31'22.46"E
L76	51.49	S20°47'42.31"W
L77	93.89	N20°38'47.35"W
L78	93.89	S20°38'47.35"E
L79	4.94	N20°38'47.35"W
L80	9.67	N84°51'36.50"E
L86	53.55	S34°39'00.85"E
L87	73.19	S7°09'40.69"W
L88	56.07	N82°50'19.31"W
L89	92.80	S21°41'55.81"W
L90	66.21	S34°45'48.70"W
L91	65.57	N59°58'27.26"W
L92	50.00	N9°15'34.62"E
L93	79.47	S59°41'11.24"W
L94	11.62	N9°15'34.62"E
L95	23.11	S55°12'08.18"E
L96	66.08	S3°41'06.10"W
L97	60.73	N59°41'11.24"E

CURVE TABLE							
CURVE	RADIUS	LENGTH	CHORD BEARING	CHORD	DELTA	TANGENT	
C7??	60.00'	207.28'	N65°30'48"W	118.53'	197°56'10"	380.19'	
C1	1080.00'	481.38'	N67°58'17"W	477.41'	25°32'17"	244.76'	
C2	1080.00'	791.84'	N11°44'41"W	774.23'	42°00'31"	414.67'	
C3	25.00'	39.27'	N54°15'35"E	35.36'	90°00'00"	25.00'	
C4	1020.00'	325.72'	N0°06'41"E	324.33'	18°17'47"	164.26'	
C5	1140.00'	330.15'	N82°10'19"W	329.00'	16°35'35"	166.24'	
C6	25.00'	38.86'	S61°35'48"W	35.06'	89°03'20"	24.59'	
C7	755.00'	688.97'	S43°12'40"W	665.31'	52°17'05"	370.56'	
C8	695.00'	634.21'	N43°12'40"E	612.44'	52°17'05"	341.11'	
C9	25.00'	37.32'	N25°41'46"W	33.95'	85°31'48"	23.12'	
C10	1140.00'	263.81'	N61°49'54"W	263.22'	13°15'31"	132.49'	
C11	1020.00'	627.82'	S72°50'08"E	617.96'	35°15'59"	324.21'	
C12	1080.00'	664.76'	N72°50'08"W	654.31'	35°15'59"	343.28'	
C13	1020.00'	254.25'	N16°10'39"W	253.59'	14°16'55"	127.79'	
C14	725.00'	661.59'	N43°12'40"E	638.87'	52°17'05"	355.84'	
C17	1020.00'	185.71'	N28°32'03"W	185.45'	10°25'54"	93.11'	
C18	300.00'	157.49'	N5°46'46"W	155.69'	30°04'41"	80.60'	
C19	300.00'	421.52'	N19°26'03"E	387.69'	80°30'17"	253.99'	
C20	500.00'	82.86'	S25°33'57"E	82.77'	9°29'43"	41.53'	
C21	300.00'	157.49'	S5°46'46"E	155.69'	30°04'41"	80.60'	
C22	25.00'	38.37'	N64°36'33"W	34.71'	87°56'18"	24.12'	
C23	325.00'	147.40'	S84°24'54"W	146.14'	25°59'11"	74.99'	
C24	25.00'	39.27'	S52°24'30"W	35.36'	90°00'00"	25.00'	
C25	25.00'	34.83'	S32°30'35"E	32.08'	79°50'09"	20.92'	
C26	60.00'	272.10'	S57°29'25"W	92.04'	259°50'09"	71.71'	
C28	25.00'	39.27'	S37°35'30"E	35.36'	90°00'00"	25.00'	
C29	275.00'	120.77'	N84°49'39"E	119.80'	25°09'40"	61.37'	
C30	770.00'	124.08'	N16°00'03"W	123.94'	9°13'57"	62.17'	
C32	680.00'	133.34'	N17°00'08"W	133.13'	11°14'06"	66.88'	
C33	25.00'	39.27'	N67°37'11"W	35.36'	90°00'00"	25.00'	
C34	275.00'	120.48'	S54°49'45"W	119.52'	25°06'09"	61.22'	
C35	625.00'	296.80'	S55°52'56"W	294.02'	27°12'32"	151.25'	
C36	25.00'	39.27'	S24°29'12"W	35.36'	90°00'00"	25.00'	
C37	25.00'	39.27'	S65°30'48"E	35.36'	90°00'00"	25.00'	
C38	25.00'	23.55'	N42°30'10"E	22.69'	53°58'05"	12.73'	
C39	25.00'	23.55'	N83°31'45"W	22.69'	53°58'05"	12.73'	
C41	25.00'	23.55'	S42°30'10"W	22.69'	53°58'05"	12.73'	
C42	25.00'	23.55'	N6°28'15"E	22.69'	53°58'05"	12.73'	
C44	25.00'	39.27'	N65°30'48"W	35.36'	90°00'00"	25.00'	
C46	25.00'	34.83'	N32°30'35"W	32.08'	79°50'09"	20.92'	
C106	25.00'	40.52'	N25°48'54"E	36.23'	92°51'51"	26.28'	
C107	25.00'	40.46'	N48°46'47"W	36.18'	92°43'13"	26.22'	
C108	60.00'	272.10'	N57°29'25"E	92.04'	259°50'09"	71.71'	
C109	60.00'	301.53'	S20°30'48"E	70.59'	287°56'10"	43.64'	
C111	325.00'	224.65'	N75°20'15"W	220.21'	39°36'17"	117.02'	
C113	25.00'	39.27'	S79°27'54"W	35.36'	90°00'00"	25.00'	
C115	25.00'	23.55'	S7°28'51"W	22.69'	53°58'05"	12.73'	
C116	60.00'	301.53'	N55°32'06"W	70.59'	287°56'10"	43.64'	
C117	25.00'	23.55'	N61°26'57"E	22.69'	53°58'05"	12.73'	
C119	25.00'	39.27'	N10°32'06"W	35.36'	90°00'00"	25.00'	

CURVE TABLE						
CURVE	RADIUS	LENGTH	CHORD BEARING	CHORD	DELTA	TANGENT
C121	25.00'	39.27'	S79°27'54"W	35.36'	90°00'00"	25.00'
C123	325.00'	144.03'	S47°09'39"W	142.85'	25°23'29"	73.22'
C125	25.00'	35.07'	S19°40'18"W	32.26'	80°22'11"	21.12'
C127	25.00'	39.27'	S65°31'04"E	35.36'	90°00'33"	25.00'
C129	325.00'	61.12'	N64°05'24"E	61.03'	10°46'31"	30.65'
C131	155.00'	165.35'	N28°08'29"E	157.62'	61°07'19"	91.52'
C132	25.00'	39.27'	N24°29'12"E	35.36'	90°00'00"	25.00'
C133	325.00'	77.94'	S27°23'00"E	77.75'	13°44'25"	39.16'
C134	25.00'	41.55'	S13°21'16"W	36.93'	95°12'57"	27.39'
C135	575.00'	85.55'	S65°13'29"W	85.47'	8°31'27"	42.85'
C136	25.00'	39.27'	N65°30'48"W	35.36'	90°00'00"	25.00'
C137	25.00'	39.27'	N24°28'56"E	35.35'	89°59'27"	25.00'
C138	25.00'	39.27'	S65°31'04"E	35.36'	90°00'33"	25.00'
C139	25.00'	23.55'	N47°29'50"W	22.69'	53°58'05"	12.73'
C140	60.00'	197.19'	N19°40'18"E	119.68'	188°18'21"	826.33'
C141	25.00'	23.55'	N86°50'26"E	22.69'	53°58'05"	12.73'
C142	275.00'	121.87'	N47°09'39"E	120.88'	25°23'29"	61.95'
C143	275.00'	28.32'	N31°30'53"E	28.31'	5°54'01"	14.17'
C144	25.00'	23.55'	N1°34'50"E	22.69'	53°58'05"	12.73'
C145	60.00'	207.28'	N73°33'53"E	118.53'	197°56'10"	380.19'
C146	25.00'	23.55'	S34°27'05"E	22.69'	53°58'05"	12.73'
C147	325.00'	481.91'	S18°57'22"E	438.96'	84°57'30"	297.59'
C148	275.00'	133.48'	S9°37'05"W	132.17'	27°48'35"	68.08'
C149	25.00'	39.64'	S49°42'48"E	35.62'	90°51'11"	25.38'
C150	25.00'	37.70'	N41°39'47"E	34.23'	86°23'39"	23.47'
C152	770.00'	764.46'	N26°54'28"E	733.45'	56°53'01"	417.06'
C154	25.00'	39.27'	N10°20'59"E	35.36'	90°00'00"	25.00'
C156	675.00'	242.53'	N44°56'36"W	241.22'	20°35'10"	122.58'
C158	25.00'	23.55'	N82°13'14"W	22.69'	53°58'05"	12.73'
C160	60.00'	207.28'	N10°14'11"W	118.53'	197°56'10"	380.19'
C162	25.00'	23.55'	N61°44'51"E	22.69'	53°58'05"	12.73'
C164	275.00'	62.71'	N28°13'52"E	62.57'	13°03'53"	31.49'
C166	325.00'	74.11'	N28°13'52"E	73.95'	13°03'53"	37.21'
C167	25.00'	23.55'	N7°46'46"E	22.69'	53°58'05"	12.73'
C168	60.00'	202.32'	N77°23'41"E	119.20'	193°11'55"	518.63'
C170	25.00'	23.55'	S32°59'25"E	22.69'	53°58'05"	12.73'
C172	275.00'	128.19'	S73°19'43"E	127.03'	26°42'31"	65.28'
C173	325.00'	33.71'	S83°42'42"E	33.69'	5°56'33"	16.87'
C174	25.00'	39.27'	N54°15'35"E	35.36'	90°00'00"	25.00'
C175	25.00'	39.27'	N35°44'25"W	35.36'	90°00'00"	25.00'
C176	300.00'	132.95'	S47°09'39"W	131.86'	25°23'29"	67.58'
C192	325.00'	62.07'	S61°00'22"E	61.97'	10°56'32"	31.13'
C193	25.00'	39.27'	S21°28'38"E	35.36'	90°00'00"	25.00'
C194	25.00'	39.27'	S68°31'22"W	35.36'	90°00'00"	25.00'
C195	275.00'	52.52'	N61°00'22"W	52.44'	10°56'32"	26.34'
C196	25.00'	39.27'	N10°32'06"W	35.36'	90°00'00"	25.00'
C197	25.00'	39.27'	N79°27'54"E	35.36'	90°00'00"	25.00'
C198	275.00'	394.85'	S20°18'07"E	361.80'	82°16'00"	240.18'
C199	25.00'	40.44'	S67°10'38"W	36.18'	92°41'30"	26.20'
C200	275.00'	52.52'	N61°00'22"W	52.44'	10°56'32"	26.34'

Plotted By:Davis, Aaron Date:January 11, 2023 04:20:56pm File Path:K:\SAU_Civil\069288000_Eldorado - Liberty Hill Single Family Csd\Preliminary\PlanSheets\ - Final Plat.dwg

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CURVE TABLE						
CURVE	RADIUS	LENGTH	CHORD BEARING	CHORD	DELTA	TANGENT
C372	25.00'	39.27'	S24°12'18"E	35.36'	90°00'00"	25.00'
C373	275.00'	198.91'	S89°55'33"E	194.60'	41°26'30"	104.03'
C374	25.00'	39.27'	N24°21'13"E	35.36'	90°00'00"	25.00'
C375	25.00'	39.27'	N65°38'47"W	35.36'	90°00'00"	25.00'
C376	25.00'	23.55'	S42°22'10"W	22.69'	53°58'05"	12.73'
C377	60.00'	207.28'	N65°38'47"W	118.53'	197°56'10"	380.19'
C378	25.00'	23.55'	N6°20'15"E	22.69'	53°58'05"	12.73'
C379	25.00'	23.55'	N47°37'50"W	22.69'	53°58'05"	12.73'
C380	60.00'	207.28'	N24°21'13"E	118.53'	197°56'10"	380.19'
C381	25.00'	23.55'	S83°39'45"E	22.69'	53°58'05"	12.73'
C382	25.00'	23.55'	N42°22'10"E	22.69'	53°58'05"	12.73'
C383	60.00'	207.28'	S65°38'47"E	118.53'	197°56'10"	380.19'
C384	25.00'	23.55'	S6°20'15"W	22.69'	53°58'05"	12.73'
C385	25.00'	39.27'	S65°38'47"E	35.36'	90°00'00"	25.00'
C386	25.00'	39.27'	N24°21'13"E	35.36'	90°00'00"	25.00'
C387	25.00'	2.77'	N23°49'00"W	2.77'	6°20'25"	1.38'
C388	25.00'	2.77'	N23°49'00"W	2.77'	6°20'25"	1.38'
C389	25.00'	39.27'	N65°38'47"W	35.36'	90°00'00"	25.00'
C390	925.00'	252.99'	S77°11'20"W	252.20'	15°40'14"	127.29'
C391	275.00'	75.18'	S77°11'31"W	74.95'	15°39'51"	37.83'
C392	25.00'	26.83'	S38°36'35"W	25.56'	61°30'04"	14.87'
C393	60.00'	300.94'	N28°27'05"W	71.06'	287°22'44"	44.09'
C394	25.00'	20.99'	S88°49'08"E	20.38'	48°06'51"	11.16'
C395	325.00'	12.68'	N68°14'31"E	12.68'	2°14'10"	6.34'
C396	325.00'	88.85'	N77°11'31"E	88.58'	15°39'51"	44.71'
C397	875.00'	60.07'	N83°03'27"E	60.06'	3°56'01"	30.05'
C398	25.00'	36.04'	N39°47'39"E	33.00'	82°35'35"	21.96'
C399	60.00'	161.27'	N75°29'56"E	116.93'	154°00'11"	259.92'
C400	25.00'	36.04'	S68°47'46"E	33.00'	82°35'35"	21.96'
C401	875.00'	8.46'	N69°37'50"E	8.46'	0°33'14"	4.23'
C402	25.00'	39.27'	N24°21'13"E	35.36'	90°00'00"	25.00'
C403	275.00'	24.33'	N23°10'51"W	24.32'	5°04'07"	12.17'
C404	300.00'	146.86'	S83°23'03"W	145.40'	28°02'54"	74.93'
C405	600.00'	284.93'	N55°52'56"E	282.26'	27°12'32"	145.20'
C406	300.00'	131.44'	N54°49'45"E	130.39'	25°06'09"	66.79'
C407	375.00'	70.52'	S64°05'24"W	70.42'	10°46'31"	35.37'
C408	25.00'	39.27'	S24°28'56"W	35.35'	89°59'27"	25.00'
C409	299.49'	67.34'	S27°14'30"E	67.20'	12°52'56"	33.81'
C410	25.00'	41.55'	S81°51'41"E	36.93'	95°12'57"	27.39'
C411	575.00'	82.82'	N46°24'15"E	82.75'	8°15'10"	41.48'
C412	325.00'	142.39'	N54°49'45"E	141.25'	25°06'09"	72.36'
C413	25.00'	39.27'	N22°22'49"E	35.36'	90°00'00"	25.00'
C414	770.00'	186.45'	N15°40'58"W	186.00'	13°52'26"	93.68'
C415	25.00'	37.70'	N51°56'34"W	34.23'	86°23'39"	23.47'
C416	25.00'	38.60'	S40°37'43"W	34.88'	88°27'46"	24.34'
C417	205.00'	222.92'	S27°32'59"W	212.10'	62°18'18"	123.92'
C418	300.00'	207.37'	N75°20'15"W	203.27'	39°36'17"	108.02'
C419	25.00'	23.55'	N52°41'57"W	22.69'	53°58'05"	12.73'
C420	60.00'	301.53'	N64°17'05"E	70.59'	287°56'10"	43.64'
C421	25.00'	23.55'	S1°16'08"W	22.69'	53°58'05"	12.73'

CURVE TABLE						
CURVE	RADIUS	LENGTH	CHORD BEARING	CHORD	DELTA	TANGENT
C422	325.00'	28.75'	S23°10'51"E	28.74'	5°04'07"	14.39'
C423	25.00'	3.11'	S24°12'32"E	3.11'	7°07'30"	1.56'
C424	25.00'	3.11'	S24°12'32"E	3.11'	7°07'30"	1.56'
C425	25.00'	39.27'	S65°38'47"E	35.36'	90°00'00"	25.00'
C426	300.00'	54.38'	N81°41'47"W	54.31'	10°23'09"	27.26'
C441	350.00'	65.82'	N64°05'24"E	65.73'	10°46'31"	33.01'
C442	180.00'	200.57'	N26°46'52"E	190.35'	63°50'32"	112.13'
C443	300.00'	150.08'	N9°11'29"E	148.52'	28°39'46"	76.64'
C444	300.00'	444.84'	N18°57'22"W	405.19'	84°57'30"	274.70'
C445	300.00'	30.89'	S31°30'53"W	30.88'	5°54'01"	15.46'
C446	25.00'	39.00'	N40°09'53"E	35.17'	89°23'26"	24.74'
C447	325.00'	159.13'	N9°29'46"E	157.54'	28°03'12"	81.19'
C449	25.00'	39.27'	N21°28'38"W	35.36'	90°00'00"	25.00'
C451	325.00'	62.07'	N61°00'22"W	61.97'	10°56'32"	31.13'
C453	25.00'	39.27'	S79°27'54"W	35.36'	90°00'00"	25.00'
C455	25.00'	39.27'	S10°32'06"E	35.36'	90°00'00"	25.00'
C457	275.00'	190.09'	S75°20'15"E	186.33'	39°36'17"	99.02'
C473	25.00'	39.27'	S65°38'47"E	35.36'	90°00'00"	25.00'
C474	25.00'	39.27'	S24°21'13"W	35.36'	90°00'00"	25.00'
C475	25.00'	39.27'	N65°38'47"W	35.36'	90°00'00"	25.00'
C476	25.00'	39.27'	N24°21'13"E	35.36'	90°00'00"	25.00'
C488	275.00'	233.06'	N45°04'27"E	226.15'	48°33'30"	124.05'
C490	300.00'	216.99'	N89°55'33"W	212.29'	41°26'30"	113.48'
C491	300.00'	26.54'	S23°10'51"E	26.53'	5°04'07"	13.28'
C505	25.00'	39.27'	N35°44'25"W	35.36'	90°00'00"	25.00'
C507	275.00'	28.52'	N83°42'42"W	28.51'	5°56'33"	14.27'
C509	325.00'	151.50'	N73°19'43"W	150.13'	26°42'31"	77.15'
C511	25.00'	37.20'	S77°23'41"W	33.86'	85°15'44"	23.01'
C513	275.00'	62.71'	S28°13'52"W	62.57'	13°03'53"	31.49'
C515	25.00'	39.27'	S23°18'04"E	35.36'	90°00'00"	25.00'
C517	275.00'	69.78'	S75°34'12"E	69.59'	14°32'15"	35.08'
C519	25.00'	23.55'	N70°10'38"E	22.69'	53°58'05"	12.73'
C520	60.00'	301.53'	S7°09'41"W	70.59'	287°56'10"	43.64'
C521	25.00'	23.55'	N55°51'17"W	22.69'	53°58'05"	12.73'
C523	25.00'	39.27'	S52°09'41"W	35.36'	90°00'00"	25.00'
C525	325.00'	82.46'	S14°25'48"W	82.24'	14°32'15"	41.45'
C527	25.00'	36.09'	S19°39'37"E	33.04'	82°43'06"	22.01'
C529	25.00'	23.55'	S88°00'13"E	22.69'	53°58'05"	12.73'
C530	60.00'	301.53'	S28°58'50"W	70.59'	287°56'10"	43.64'
C531	25.00'	23.55'	N34°02'07"W	22.69'	53°58'05"	12.73'
C533	25.00'	36.39'	S77°16'36"W	33.26'	83°24'29"	22.28'
C535	25.00'	37.96'	S7°55'33"E	34.42'	86°59'48"	23.72'
C536	725.00'	212.25'	S43°02'14"E	211.49'	16°46'26"	106.89'
C538	25.00'	39.45'	S79°51'22"E	35.48'	90°24'43"	25.18'
C539	680.00'	658.23'	N27°12'25"E	632.83'	55°27'41"	357.47'
C541	770.00'	131.48'	N4°22'05"E	131.32'	9°47'00"	65.90'
C545	1140.00'	5.12'	N80°36'42"W	5.12'	0°15'26"	2.56'
C547	25.00'	39.27'	N35°44'25"W	35.36'	90°00'00"	25.00'
C549	25.00'	39.27'	N54°15'35"E	35.36'	90°00'00"	25.00'
C551	25.00'	39.27'	S35°44'25"E	35.36'	90°00'00"	25.00'

CURVE TABLE						
CURVE	RADIUS	LENGTH	CHORD BEARING	CHORD	DELTA	TANGENT
C553	25.00'	39.38'	S54°23'18"W	35.43'	90°15'26"	25.11'
C554	25.00'	39.27'	N75°18'49"W	35.36'	90°00'00"	25.00'
C556	275.00'	386.40'	S19°26'03"W	355.39'	80°30'17"	232.82'
C558	325.07'	168.85'	S5°56'11"E	166.96'	29°45'38"	86.37'
C559	25.00'	39.27'	S35°44'25"E	35.36'	90°00'00"	25.00'
C561	25.00'	39.27'	N54°15'35"E	35.36'	90°00'00"	25.00'
C563	275.00'	144.36'	N5°46'46"W	142.71'	30°04'41"	73.89'
C565	25.00'	52.47'	N80°56'53"W	43.36'	120°15'33"	43.53'
C566	60.00'	251.87'	N20°49'06"W	103.65'	240°31'06"	102.85'
C567	25.00'	52.47'	N39°18'41"E	43.36'	120°15'33"	43.53'
C569	475.00'	78.72'	N25°33'57"W	78.63'	9°29'43"	39.45'
C571	1140.00'	818.09'	S11°17'55"E	800.64'	41°07'00"	427.55'
C573	25.00'	39.27'	S35°44'25"E	35.36'	90°00'00"	25.00'
C575	25.00'	39.27'	N54°15'35"E	35.36'	90°00'00"	25.00'
C577	25.00'	39.27'	N35°44'25"W	35.36'	90°00'00"	25.00'
C579	60.00'	272.10'	N49°10'39"E	92.04'	259°50'09"	71.71'
C580	25.00'	34.83'	S40°49'21"E	32.08'	79°50'09"	20.92'
C582	25.00'	39.27'	N54°15'35"E	35.36'	90°00'00"	25.00'
C583	276.74'	151.09'	N6°48'00"W	149.22'	31°16'52"	77.48'
C585	325.00'	456.65'	N19°26'03"E	420.00'	80°30'17"	275.16'
C587	25.00'	23.55'	N32°42'09"E	22.69'	53°58'05"	12.73'
C588	60.00'	207.28'	S75°18'49"E	118.53'	197°56'10"	380.19'
C589	25.00'	23.55'	S3°19'46"E	22.69'	53°58'05"	12.73'
C591	525.00'	87.00'	S25°33'57"E	86.90'	9°29'43"	43.60'
C593	325.00'	138.99'	S8°34'00"E	137.93'	24°30'12"	70.57'
C595	25.00'	2.43'	S6°28'20"W	2.43'	5°34'29"	1.22'
C597	25.00'	36.79'	S32°54'08"E	33.56'	84°19'25"	22.64'
C598	1140.00'	395.18'	S65°07'59"E	393.21'	19°51'42"	199.59'
C600	25.00'	39.27'	S24°21'13"W	35.36'	90°00'00"	25.00'
C601	25.00'	23.55'	S47°37'50"E	22.69'	53°58'05"	12.73'
C602	60.00'	301.53'	S69°21'13"W	70.59'	287°56'10"	43.64'
C603	25.00'	23.55'	N6°20'15"E	22.69'	53°58'05"	12.73'
C604	25.00'	39.27'	N65°38'47"W	35.36'	90°00'00"	25.00'
C605	25.00'	39.27'	S24°21'13"W	35.36'	90°00'00"	25.00'
C606	25.00'	23.55'	S47°37'50"E	22.69'	53°58'05"	12.73'
C607	60.00'	301.53'	S69°21'13"W	70.59'	287°56'10"	43.64'
C608	25.00'	23.55'	N6°20'15"E	22.69'	53°58'05"	12.73'
C609	25.00'	39.27'	N65°38'47"W	35.36'	90°00'00"	25.00'
C610	25.00'	39.27'	S24°21'13"W	35.36'	90°00'00"	25.00'
C611	25.00'	23.55'	S47°37'50"E	22.69'	53°58'05"	12.73'
C612	60.00'	207.28'	S24°21'13"W	118.53'	197°56'10"	380.19'
C613	25.00'	23.55'	N83°39'45"W	22.69'	53°58'05"	12.73'
C614	325.00'	235.07'	N89°55'33"W	229.98'	41°26'30"	122.94'
C615	25.00'	39.27'	S65°47'42"W	35.36'	90°00'00"	25.00'
C616	300.00'	254.25'	S45°04'27"W	246.71'	48°33'30"	135.32'
C617	25.00'	39.27'	S24°21'36"W	35.36'	90°00'00"	25.00'

BENCHMARKS

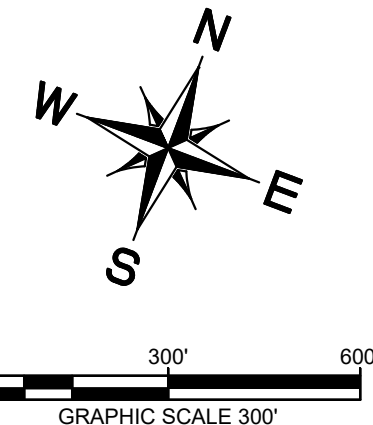
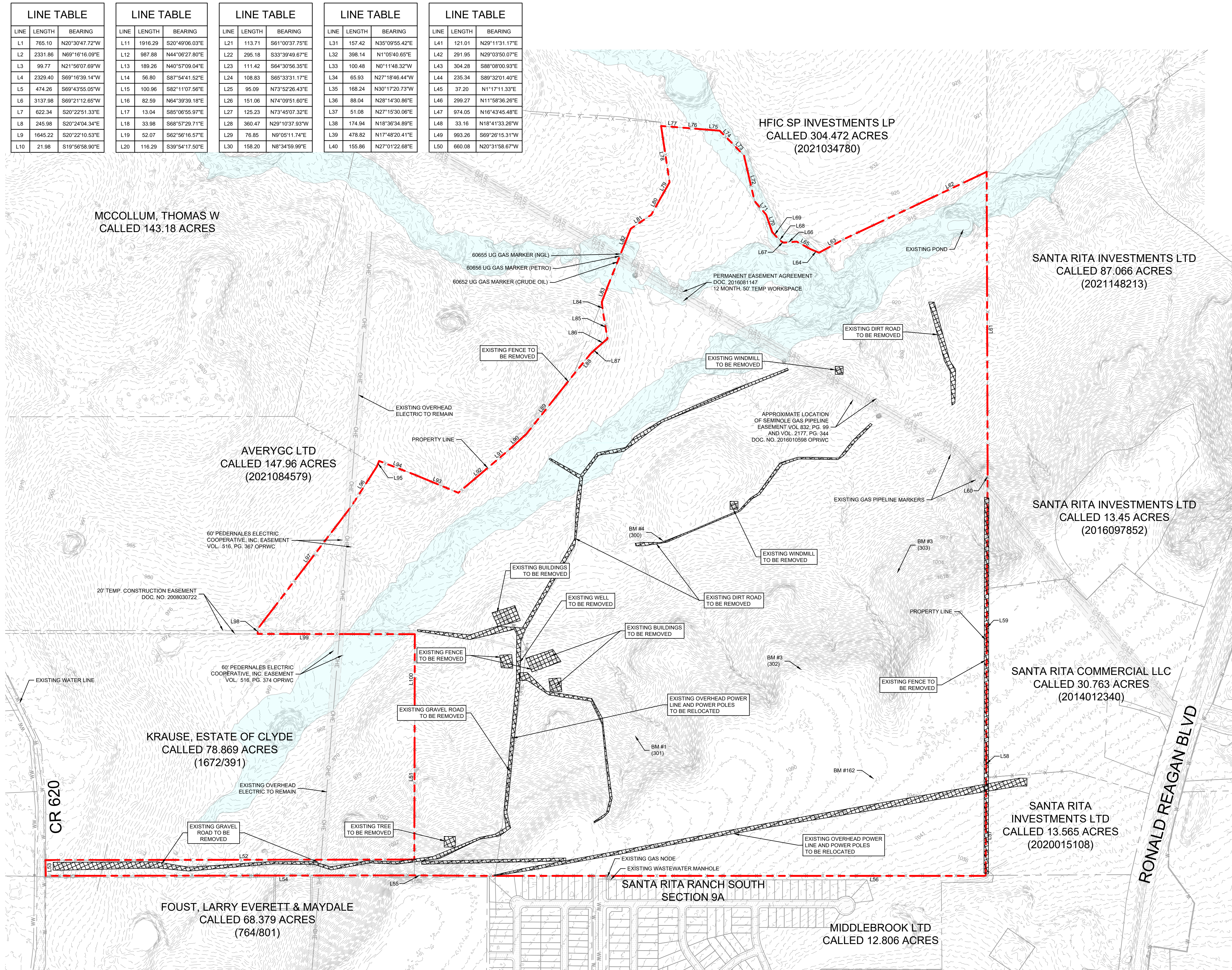
LINE TABLE		
LINE	LENGTH	BEARING
L1	765.10	N20°30'47.72"W
L2	2331.86	N69°16'16.09"E
L3	99.77	N21°56'07.69"W
L4	2329.40	S69°16'39.14"W
L5	474.26	S69°43'55.05"W
L6	3137.98	S69°21'12.65"W
L7	622.34	S20°22'51.33"E
L8	245.98	S20°24'04.34"E
L9	1645.22	S20°22'10.93"E
L10	21.98	S19°56'58.90"E












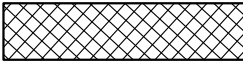



LINE TABLE		
LINE	LENGTH	BEARING
L11	1916.29	S20°49'06.03"E
L12	987.88	N44°06'27.80"E
L13	189.26	N40°57'09.04"E
L14	56.80	S87°54'41.52"E
L15	100.96	S82°11'07.56"E
L16	82.59	N64°39'39.18"E
L17	13.04	S85°06'55.97"E
L18	33.98	S68°57'29.71"E
L19	52.07	S62°56'16.57"E
L20	116.29	S39°54'17.50"E

LINE TABLE		
LINE	LENGTH	BEARING
L21	113.71	S61°00'37.75"E
L22	295.18	S33°39'49.67"E
L23	111.42	S64°30'56.35"E
L24	108.83	S65°33'31.17"E
L25	95.09	N73°52'26.43"E
L26	151.06	N74°09'51.60"E
L27	125.23	N73°45'07.32"E
L28	360.47	N29°10'37.93"W
L29	76.85	N9°05'11.74"E
L30	158.20	N8°34°59.99"E

LINE TABLE		
LINE	LENGTH	BEARING
L31	157.42	N35°09'55.42"E
L32	398.14	N1°05'40.65"E
L33	100.48	N0°11'43.32"W
L34	65.93	N27°18'46.44"W
L35	168.24	N30°17'20.73"W
L36	88.04	N28°14'30.86"E
L37	51.08	N27°15'30.06"E
L38	174.94	N18°36'34.89"E
L39	478.82	N17°48'20.41"E
L40	155.86	N27°01'22.68"E

LINE TABLE		
LINE	LENGTH	BEARING
L41	121.01	N29°11'31.17"E
L42	291.95	N29°03'50.07"E
L43	304.28	S88°08'00.93"E
L44	235.34	S89°32'01.40"E
L45	37.20	N1°17'11.33"E
L46	299.27	N11°58'36.26"E
L47	974.05	N16°43'45.48"E
L48	33.16	N18°41°33.26"E
L49	993.26	S69°26'15.31"W
L50	660.08	N20°31'58.67"W



LEGEND	
	PROPERTY LINE
	EXISTING OVERHEAD POWER LINE
	EXISTING WATER LINE
	EXISTING WASTEWATER LINE
	EXISTING STORM SEWER LINE
	EXISTING POWER POLE
	EXISTING FIRE HYDRANT
	EXISTING WATER VALVE
	EXISTING WATER METER
	EXISTING WASTEWATER MANHOLE
	EXISTING FENCE
	DEMOLITION AREA: ITEMS TO BE REMOVED
	TREE TO REMAIN
	TREE TO BE REMOVED
	HERITAGE TREE

TREE TABLE		TREE TABLE		TREE TABLE	
NO.	DESCRIPTION	NO.	DESCRIPTION	NO.	DESCRIPTION
227	31" LIVE OAK	1362	30" LIVE OAK	7120	42" LIVE OAK
228	19" LIVE OAK	1363	30" LIVE OAK	7121	39" LIVE OAK
1083	28" OAK	7001	28" LIVE OAK	7123	27" LIVE OAK
1084	30" LIVE OAK	7002	29" LIVE OAK	7131	36" LIVE OAK
1085	26" LIVE OAK	7004	29" LIVE OAK	7132	36" LIVE OAK
1086	40" LIVE OAK	7006	27" CEDAR	9002	23" RED OAK
1122	33" LIVE OAK	7009	29" LIVE OAK	9003	25" RED OAK
1123	26" LIVE OAK	7010	29" LIVE OAK	9004	25" RED OAK
1124	29" LIVE OAK	7011	31" LIVE OAK	9005	32" RED OAK
1125	26" LIVE OAK	7012	27" LIVE OAK	9006	24" RED OAK
1128	MT" LIVE OAK	7044	26" LIVE OAK	9007	24" RED OAK
1150	39" OAK	7047	32" LIVE OAK	9008	24" RED OAK
1261	31" CEDAR ELM	7048	28" LIVE OAK	9010	30" LIVE OAK
1305	30" LIVE OAK	7050	26" LIVE OAK	9011	36" LIVE OAK
1307	35" LIVE OAK	7051	36" LIVE OAK	9012	24" LIVE OAK
1308	35" LIVE OAK	7052	30" LIVE OAK	9013	24" LIVE OAK
1309	42" LIVE OAK	7089	30" LIVE OAK	9014	31" LIVE OAK
1310	30" LIVE OAK	7090	28" LIVE OAK	9015	24" LIVE OAK
1313	35" LIVE OAK	7115	35" LIVE OAK	9018	23" LIVE OAK
1349	50" LIVE OAK	7117	56" LIVE OAK	9032	31" LIVE OAK
1352	27" LIVE OAK	7118	28" LIVE OAK	9036	25" LIVE OAK
1361	30" LIVE OAK	7119	46" LIVE OAK	9038	44" LIVE OAK

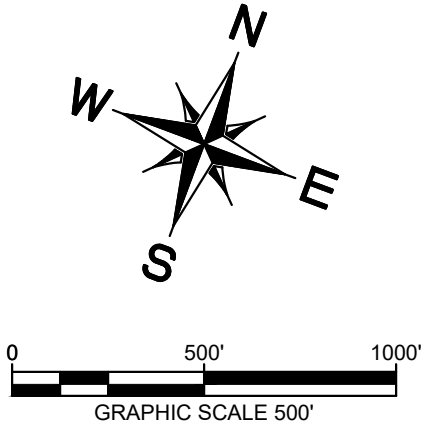
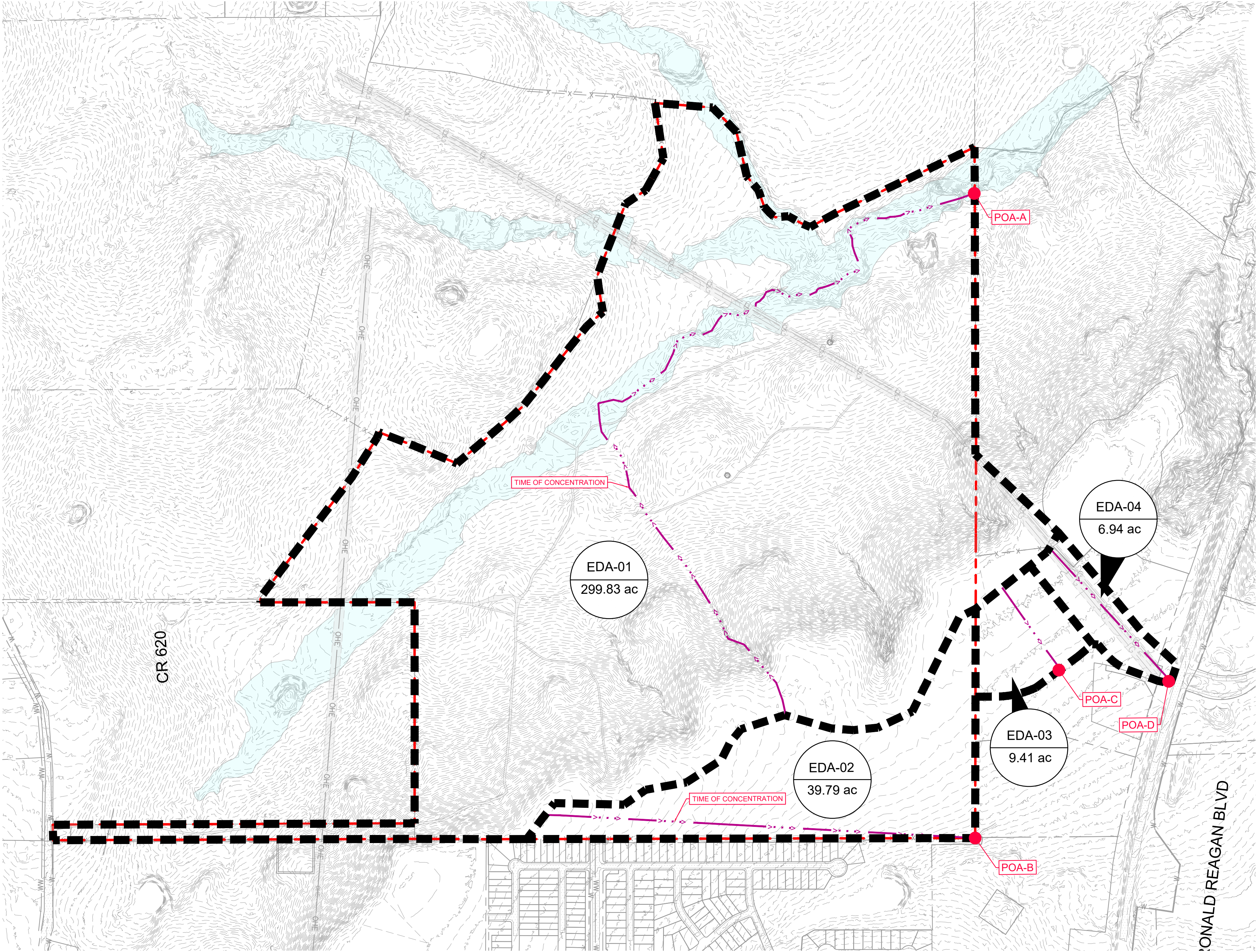
TREE TABLE		TREE TABLE		TREE TABLE	
NO.	DESCRIPTION	NO.	DESCRIPTION	NO.	DESCRIPTION
9040	29' LIVE OAK	21500	31' LIVE OAK	22434	28' LIVE OAK
9044	24' LIVE OAK	21301	35' LIVE OAK	22435	28' LIVE OAK
9048	28' LIVE OAK	21302	27' LIVE OAK	22439	28' ELM
9049	25' LIVE OAK	21303	34' LIVE OAK	22441	32' ELM
9170	26' LIVE OAK	21311	40' LIVE OAK	22445	29' ELM
9176	26' LIVE OAK	21379	33' LIVE OAK	22448	30' LIVE OAK
9178	32' LIVE OAK	21969	40' LIVE OAK	22450	33' LIVE OAK
21289	28' LIVE OAK	22088	31' LIVE OAK	22456	42' ELM
21290	38' LIVE OAK	22089	28' LIVE OAK	22463	28' ELM
21291	28' LIVE OAK	22090	28' LIVE OAK	22464	28' ELM
21292	34' LIVE OAK	22091	35' LIVE OAK	22488	49' LIVE OAK
21293	28' LIVE OAK	22239	34' PECAN	22491	42' LIVE OAK
21294	35' LIVE OAK	22240	32' LIVE OAK	22501	34' LIVE OAK
21295	27' LIVE OAK	22398	26' LIVE OAK	22934	28' LIVE OAK
21296	40' LIVE OAK	22399	32' LIVE OAK	22938	27' LIVE OAK
21297	28' LIVE OAK	22420	35' LIVE OAK	7049	26' LIVE OAK
21298	40' LIVE OAK	22430	29' MISC. TREE		
21299	29' LIVE OAK	22433	26' LIVE OAK		

BENCHMARKS

BM #300: SIR	SET IN CONCRETE,	102.14815 / 30.77176
BM #301: SIR	SET IN CONCRETE,	102.13606 / 30.77439
BM #302: SIR	SET IN CONCRETE,	102.14368 / 30.78284
BM #303: SIR	SET IN CONCRETE,	102.15154 / 30.78615

Plotted By: Davis, Aaron Date: January 11, 2023 04:22:11pm File Path: K:\SAU - Civil\069286000 Eldorado - Liberty Hill Single Family\Gsa\Preliminary\PlanSheets\VC - Existing Drainage Area Map.dwg

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LEGEND	
	AREA DESIGNATOR AREA IN ACRES Q100 FLOW IN CFS
	PROPERTY LINE
	EXISTING DRAINAGE DIVIDE
	EXISTING CONTOUR

EXISTING CONDITIONS								
DRAINAGE AREA	AREA (AC.)	IMPERVIOUS COVER	BASE CN (COMPOSITE)	TC (MIN)*	Q ₂ (CFS)	Q ₁₀ (CFS)	Q ₂₅ (CFS)	Q ₁₀₀ (CFS)
EDA-01	299.83	2%	78	29.9	528.51	1019.13	1364.38	1938.71
POA-A					528.51	1019.13	1364.38	1938.71
EDA-02	39.79	0%	78	31.2	67.46	131.50	175.86	249.64
POA-B					67.46	131.50	175.86	249.64
EDA-03	9.41	0%	78	22.6	18.48	35.96	48.03	68.31
POA-C					18.48	35.96	48.03	68.31
EDA-04	6.94	2%	78	24.7	13.30	25.70	34.36	48.74
POA-D					13.30	25.70	34.36	48.74
*MINIMUM TIME OF CONCENTRATION USED FOR DESIGN = 5 MINUTES								

EXISTING TIME OF CONCENTRATION CALCULATIONS					
EDA-01					
Sheet Flow		Shallow		Channel Flow	
n=	0.15	paved?	no	v (fps)=	6
S (ft/ft)=	0.010	S (ft/ft)=	0.080	L (ft)=	3217
L (ft)=	100	L (ft)=	2316		
T ₁₁ =	12.5	T ₁₂ =	8.5	T ₁₃ =	8.9
Total TC = 29.9 mins					

EDA-02					
Sheet Flow		Shallow		Channel Flow	
n=	0.15	paved?	no	v (fps)=	6
S (ft/ft)=	0.010	S (ft/ft)=	0.010	L (ft)=	1175.0
L (ft)=	100	L (ft)=	1500		
T ₁₁ =	12.5	T ₁₂ =	15.5	T ₁₃ =	3.3
Total TC = 31.2 mins					

EDA-03					
Sheet Flow		Shallow		Channel Flow	
n=	0.15	paved?	no	v (fps)=	6
S (ft/ft)=	0.006	S (ft/ft)=	0.006	L (ft)=	0
L (ft)=	100	L (ft)=	546		
T ₁₁ =	15.3	T ₁₂ =	7.3	T ₁₃ =	0.0
Total TC = 22.6 mins					

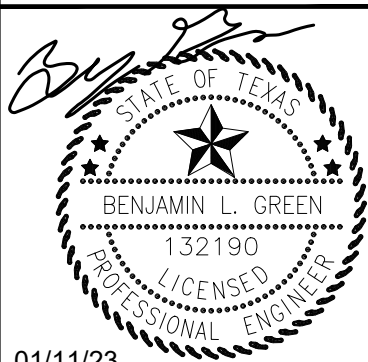
EDA-04					
Sheet Flow		Shallow		Channel Flow	
n=	0.15	paved?	no	v (fps)=	6
S (ft/ft)=	0.010	S (ft/ft)=	0.008	L (ft)=	0
L (ft)=	100	L (ft)=	1063		
T ₁₁ =	12.5	T ₁₂ =	12.3	T ₁₃ =	0.0
Total TC = 24.7 mins					

BENCHMARKS

BM #300: SIR # SET IN CONCRETE, 102.14815 / 30.77176
BM #301: SIR # SET IN CONCRETE, 102.13606 / 30.77439
BM #302: SIR # SET IN CONCRETE, 102.14368 / 30.78284
BM #303: SIR # SET IN CONCRETE, 102.15154 / 30.78615

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TPE Firm No. 628



01/11/23

KHA PROJECT	DATE	SCALE	DESIGNED BY	DRAWN BY	CHECKED BY
PROJECT NUMBER	OCTOBER 2022	AS SHOWN	XXX	---	XXX

EXISTING DRAINAGE
AREA MAP

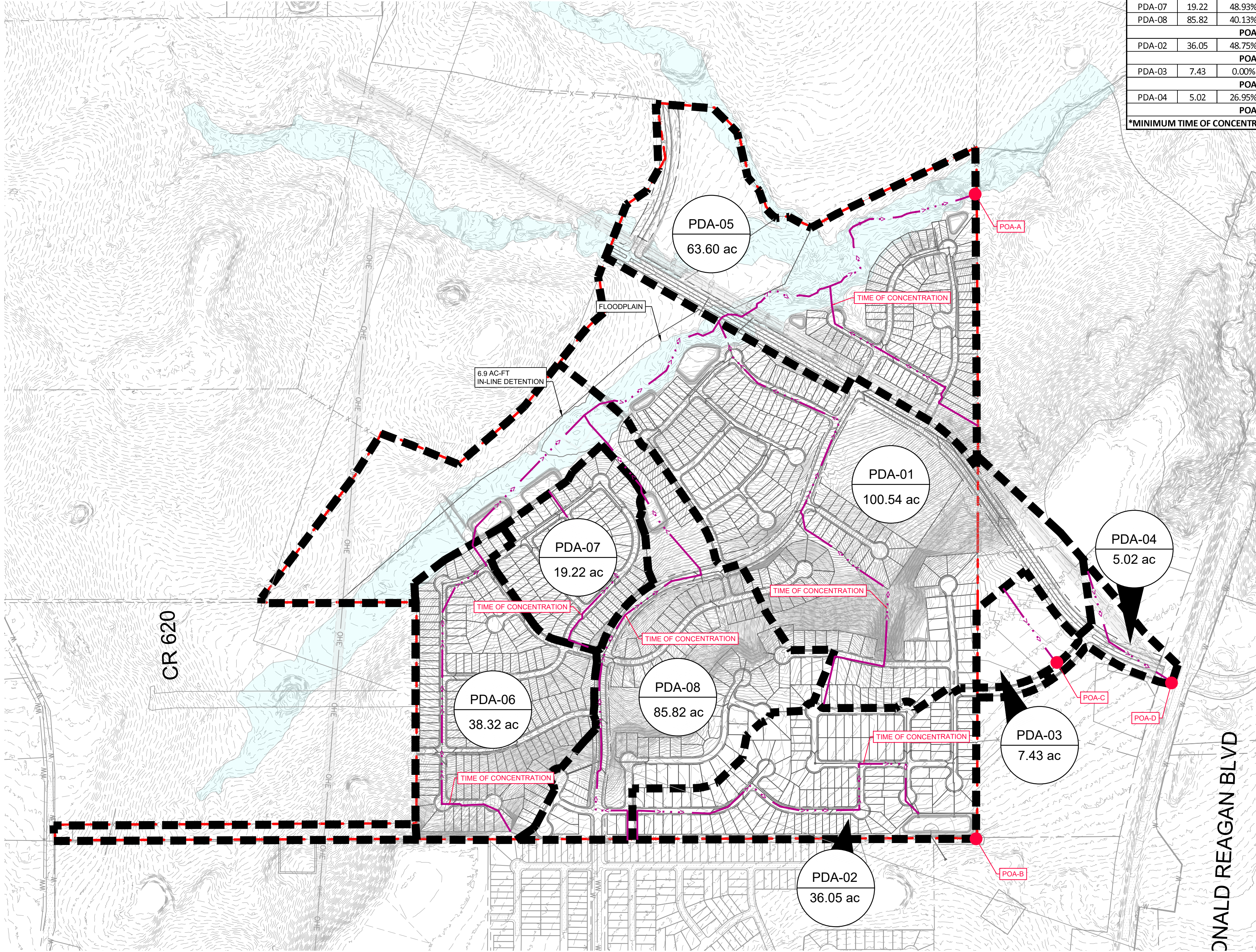
ELDORADO
SUBDIVISION
PHASE 1
CITY OF LIBERTY HILL
WILLIAMSON COUNTY, TEXAS

SHEET NUMBER

13 OF 18

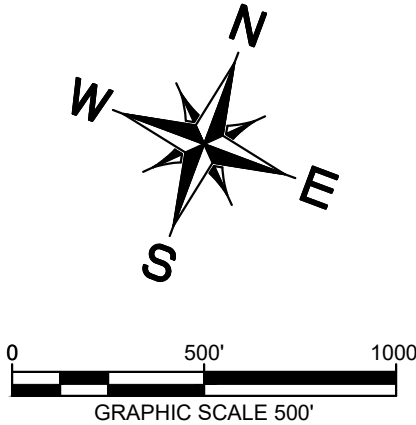
REVISIONS	DATE	BY
No.		

Plotted By: Davis, Aaron Date: January 11, 2023 04:22:52pm File Path: K:\SAU_Civil\06928000 Elderado - Liberty Hill Single Family\Code Preliminary\PlanSheets\0 - Proposed Drainage Area Map.dwg
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EXISTING CONDITIONS								
DRAINAGE AREA	AREA (AC)	IMPERVIOUS COVER	BASE CN (COMPOSITE)	TC (MIN)*	Q ₂ (CFS)	Q ₁₀ (CFS)	Q ₂₅ (CFS)	Q ₁₀₀ (CFS)
EDA-01	299.83	2%	78	29.9	528.51	1019.13	1364.38	1938.71
POA-A					528.51	1019.13	1364.38	1938.71
EDA-02	39.79	0%	78	31.2	67.46	131.50	175.86	249.64
POA-B					67.46	131.50	175.86	249.64
EDA-03	9.41	0%	78	22.6	18.48	35.96	48.03	68.31
POA-C					18.48	35.96	48.03	68.31
EDA-04	6.94	2%	78	24.7	13.30	25.70	34.36	48.74
POA-D					13.30	25.70	34.36	48.74
*MINIMUM TIME OF CONCENTRATION USED FOR DESIGN = 5 MINUTES								

PROPOSED CONDITIONS								
DRAINAGE AREA	AREA (AC)	IMPERVIOUS COVER	BASE CN (COMPOSITE)	TC (MIN)*	Q ₂ (CFS)	Q ₁₀ (CFS)	Q ₂₅ (CFS)	Q ₁₀₀ (CFS)
PDA-01	100.54	46.24%	78	38.8	211.99	360.54	459.53	621.89
PDA-05	63.60	43.50%	78	25.6	161.31	275.85	351.92	476.43
PDA-06	38.32	47.60%	78	24.0	103.14	173.68	220.35	296.71
PDA-07	19.22	48.93%	78	21.4	54.38	91.58	116.17	156.40
PDA-08	85.82	40.13%	78	41.6	165.92	287.10	368.95	503.48
POA-A					526.38	1018.23	1348.46	1860.95
PDA-02	36.05	48.75%	78	35.7	80.47	135.39	172.16	232.42
POA-B					59.49	116.33	156.19	218.45
PDA-03	7.43	0.00%	78	21.9	14.72	28.56	38.18	54.43
POA-C					14.72	28.56	38.18	54.43
PDA-04	5.02	26.95%	78	20.6	12.52	22.48	29.16	40.13
POA-D					12.52	22.48	29.16	40.13
*MINIMUM TIME OF CONCENTRATION USED FOR DESIGN = 5 MINUTES								



LEGEND

X-1

9.9 ac

5.5 cfs

AREA DESIGNATOR

AREA IN ACRES

Q100 FLOW IN CFS

PROPERTY LINE

PROPOSED STORM DRAIN LINE

PROPOSED DRAINAGE BOUNDARY

SSS

PROPOSED CONTOUR

SSS

EXISTING CONTOUR

PROPOSED TIME OF CONCENTRATION CALCULATIONS

PDA-01		Sheet Flow		Shallow		Shallow		Channel Flow		Pipe Flow	
n=	0.41	paved?	no	paved?	yes	v (fps)=	6	v (fps)=	8		
S (ft/ft)=	0.010	S (ft/ft)=	0.010	S (ft/ft)=	0.027	L (ft)=	1251	L (ft)=	1727		
L (ft)=	100	L (ft)=	215	L (ft)=	320						
T ₀₁ =	27.9	T ₀₂ =	2.2	T ₀₃ =	1.6	T ₀₄ =	3.5	T ₀₅ =	3.6		
Total TC =		38.8 mins									

PDA-02		Sheet Flow		Shallow		Shallow		Channel Flow		Pipe Flow	
n=	0.41	paved?	no	paved?	yes	v (fps)=	6	v (fps)=	8		
S (ft/ft)=	0.010	S (ft/ft)=	0.010	S (ft/ft)=	0.020	L (ft)=	0	L (ft)=	2031		
L (ft)=	100	L (ft)=	86	L (ft)=	468						
T ₀₁ =	27.9	T ₀₂ =	0.9	T ₀₃ =	2.7	T ₀₄ =	0.0	T ₀₅ =	4.2		
Total TC =		35.7 mins									

PDA-03		Sheet Flow		Shallow		Shallow		Channel Flow		Pipe Flow	
n=	0.15	paved?	no	paved?	yes	v (fps)=	6	v (fps)=	8		
S (ft/ft)=	0.006	S (ft/ft)=	0.006	S (ft/ft)=	0.006	L (ft)=	0	L (ft)=	0		
L (ft)=	100	L (ft)=	496	L (ft)=	0						
T ₀₁ =	15.3	T ₀₂ =	6.6	T ₀₃ =	0.0	T ₀₄ =	0.0	T ₀₅ =	0.0		
Total TC =		21.9 mins									

PDA-04		Sheet Flow		Shallow		Shallow		Channel Flow		Pipe Flow	
n=	0.15	paved?	no	paved?	yes	v (fps)=	6	v (fps)=	8		
S (ft/ft)=	0.010	S (ft/ft)=	0.008	S (ft/ft)=	0.020	L (ft)=	0	L (ft)=	0		
L (ft)=	100	L (ft)=	474	L (ft)=	481						
T ₀₁ =	12.5	T ₀₂ =	5.3	T ₀₃ =	2.8	T ₀₄ =	0.0	T ₀₅ =	0.0		
Total TC =		20.6 mins									

PDA-05		Sheet Flow		Shallow		Shallow		Channel Flow		Pipe Flow	
n=	0.41	paved?	no	paved?	yes	v (fps)=	6	v (fps)=	8		
S (ft/ft)=	0.030	S (ft/ft)=	0.030	S (ft/ft)=	0.020	L (ft)=	1468.337	L (ft)=	1017.892		
L (ft)=	100	L (ft)=	195	L (ft)=	41						
T ₀₁ =	18.0	T ₀₂ =	1.2	T ₀₃ =	0.2	T ₀₄ =	4.1	T ₀₅ =	2.1		
Total TC =		25.6 mins									

PDA-06		Sheet Flow		Shallow		Shallow		Channel Flow		Pipe Flow	
n=	0.41	paved?	no	paved?	yes	v (fps)=	6	v (fps)=	8		
S (ft/ft)=	0.030	S (ft/ft)=	0.030	S (ft/ft)=	0.020	L (ft)=	0	L (ft)=	2069		
L (ft)=	100	L (ft)=	54	L (ft)=	247						
T ₀₁ =	18.0	T ₀₂ =	0.3	T ₀₃ =	1.4	T ₀₄ =	0.0	T ₀₅ =	4.3		
Total TC =		24.0 mins									

PDA-07		Sheet Flow		Shallow		Shallow		Channel Flow		Pipe Flow	
n=	0.41	paved?	no	paved?	yes	v (fps)=	6	v (fps)=	8		
S (ft/ft)=	0.030	S (ft/ft)=	0.030	S (ft/ft)=	0.020	L (ft)=	0	L (ft)=	1069		
L (ft)=	100	L (ft)=	36	L (ft)=	167						
T ₀₁ =	18.0	T ₀₂ =	0.2	T ₀₃ =	1.0	T ₀₄ =	0.0	T ₀₅ =	2.2		
Total TC =		21.4 mins									

PDA-08		Sheet Flow		Shallow		Shallow		Channel Flow		Pipe Flow	
n=	0.41	paved?	no	paved?	yes	v (fps)=	6	v (fps)=	8		
S (ft/ft)=	0.010	S (ft/ft)=	0.010	S (ft/ft)=	0.020	L (ft)=	2391.224	L (ft)=	1666.15		
L (ft)=	100	L (ft)=	92	L (ft)=	454						
T ₀₁ =	27.9	T ₀₂ =	1.0	T ₀₃ =	2.7	T ₀₄ =	6.6	T ₀₅ =	3.5		
Total TC =		41.6 mins									

BENCHMARKS

BM #300: SIR § SET IN CONCRETE, 102.14815 / 30.77176
BM #301: SIR § SET IN CONCRETE, 102.13606 / 30.77439
BM #302: SIR § SET IN CONCRETE, 102.14368 / 30.78284
BM #303: SIR § SET IN CONCRETE, 102.15154 / 30.78615

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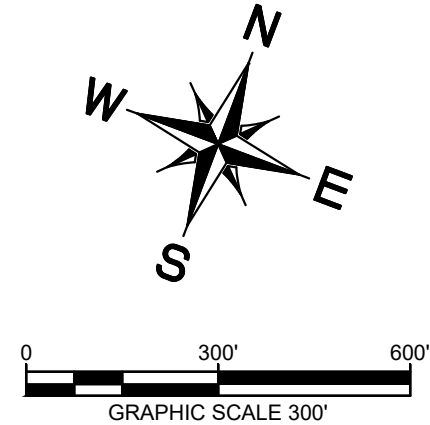
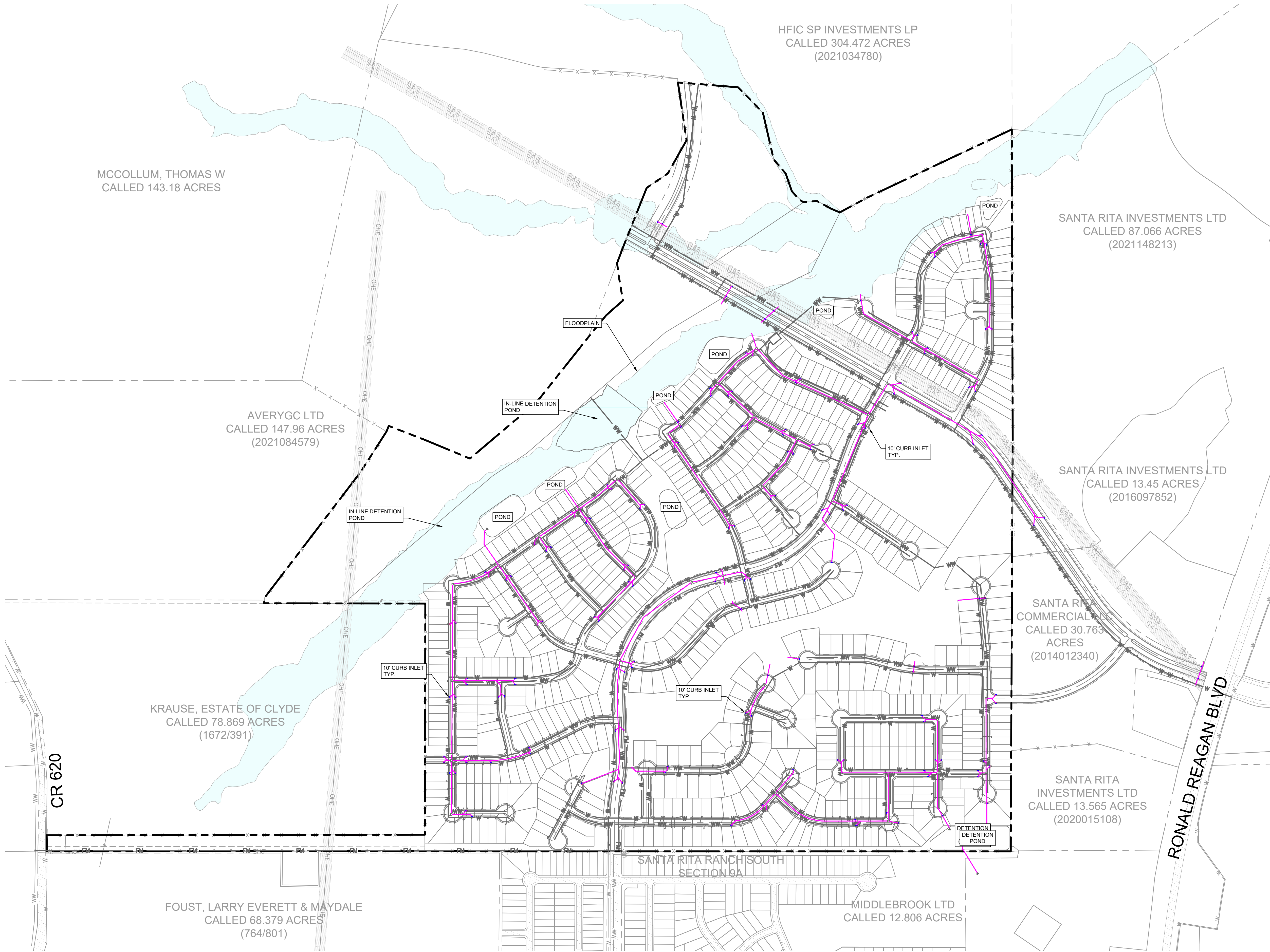
01/11/23

KHA PROJECT	PROJECT NUMBER	DATE	SCALE	AS SHOWN	DESIGNED BY	XXX	DRAWN BY	---	CHECKED BY	XXX
		OCTOBER 2022								

PROPOSED DRAINAGE AREA MAP

ELDORADO SUBDIVISION PHASE 1
CITY OF LIBERTY HILL
WILLIAMSON COUNTY, TEXAS

Plotted By: Davis, Aaron Date: January 11, 2023 04:23:22pm File Path: K:\SAU-Civil\669286000 Elderado - Liberty Hill Single Family\Code\Preliminary\PlanSheets\10 - Overall Storm Plan.dwg
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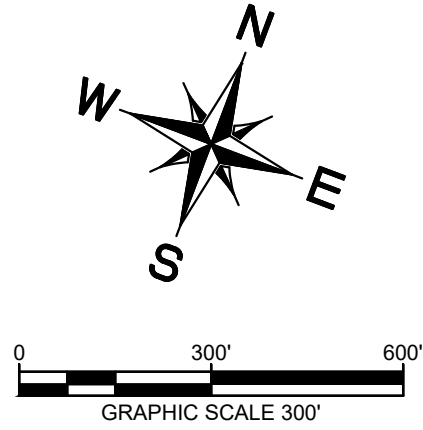
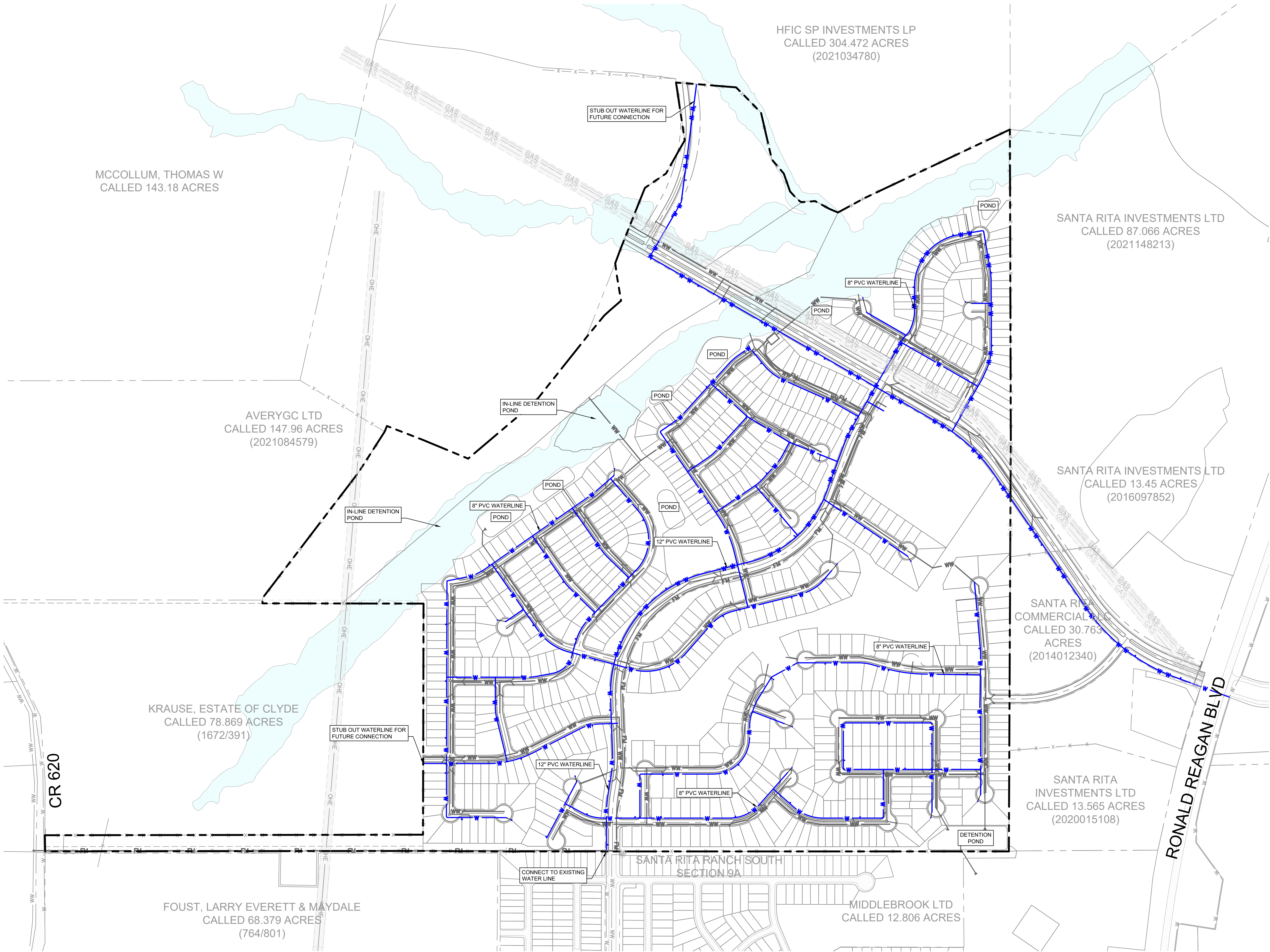


LEGEND	
	PROPERTY LINE
	PROPOSED WASTEWATER LINE
	PROPOSED WATER LINE
	PROPOSED STORM DRAIN LINE
	PROPOSED STORM DRAIN INLET
	EXISTING WATER LINE
	EXISTING WASTEWATER LINE
	EXISTING STORM SEWER LINE

BENCHMARKS	
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BM #301: SIR § SET IN CONCRETE, 102.13606 / 30.77439	
BM #302: SIR § SET IN CONCRETE, 102.14368 / 30.78284	
BM #303: SIR § SET IN CONCRETE, 102.15154 / 30.78615	

ELDORADO SUBDIVISION PHASE 1 CITY OF LIBERTY HILL WILLIAMSON COUNTY, TEXAS	SHEET NUMBER		15 OF 18
	STORM PLAN		
	KHA PROJECT PROJECT NUMBER DATE SCALE DESIGNED BY DRAWN BY CHECKED BY	AS SHOWN OCTOBER 2022 XXX XXX XXX	
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REVISIONS		No.	BY DATE

Plotted By: Davis, Aaron Date: January 11, 2023 04:23:45pm File Path: K:\SAU-Civil\069286000 Eldorado - Liberty Hill Single Family\Code\Preliminary\PlanSheets\10 - Water Plan.dwg
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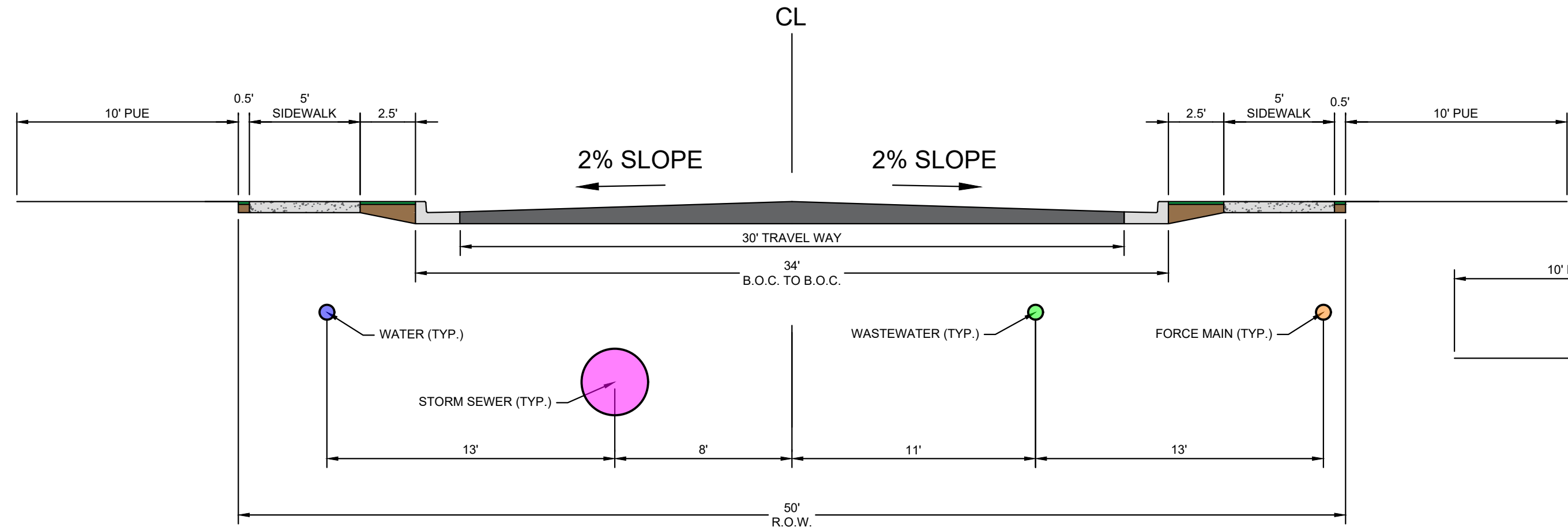


LEGEND	
	PROPERTY LINE
	PROPOSED WASTEWATER LINE
	PROPOSED WATER LINE
	PROPOSED WASTEWATER MANHOLE
	PROPOSED FIRE HYDRANT
	PROPOSED STORM DRAIN LINE
	EXISTING WATER LINE
	EXISTING WASTEWATER LINE
	EXISTING STORM SEWER LINE

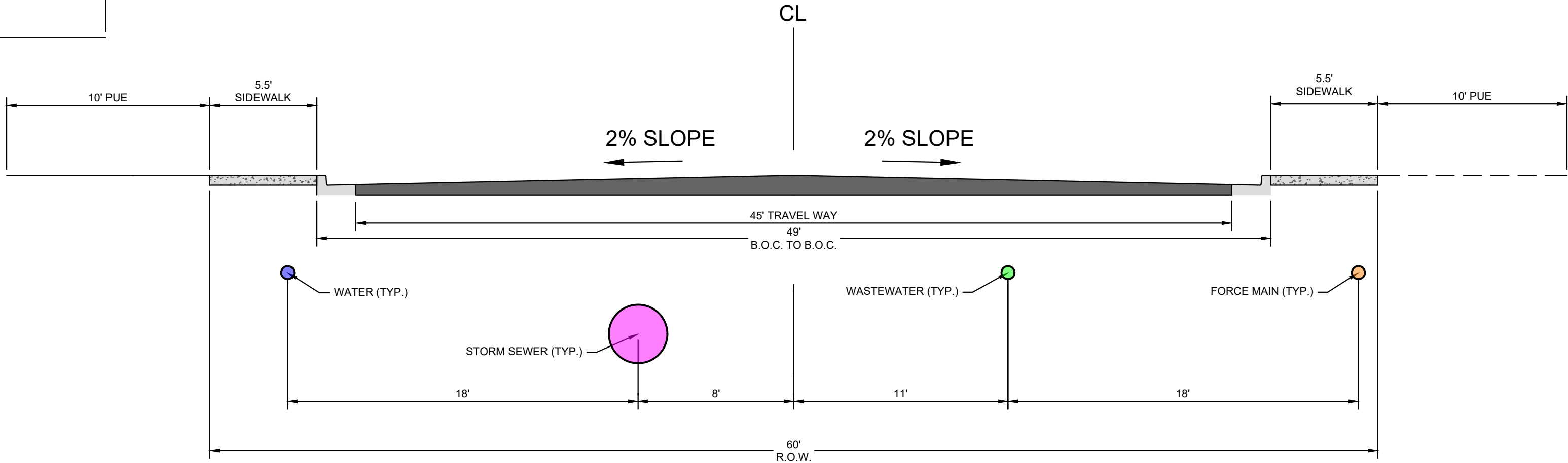
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BM #303: SIR § SET IN CONCRETE, 102.15154 / 30.78615	

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		No.			
		01/11/23			
KHA PROJECT		PROJECT NUMBER	DATE	SCALE	
			OCTOBER 2022	AS SHOWN	
		DESIGNED BY:	XXX		
		DRAWN BY:	---		
		CHECKED BY:	XXX		
ELDORADO SUBDIVISION PHASE 1		WATER PLAN			
CITY OF LIBERTY HILL					
WILLIAMSON COUNTY, TEXAS					
SHEET NUMBER					
16 OF 18					

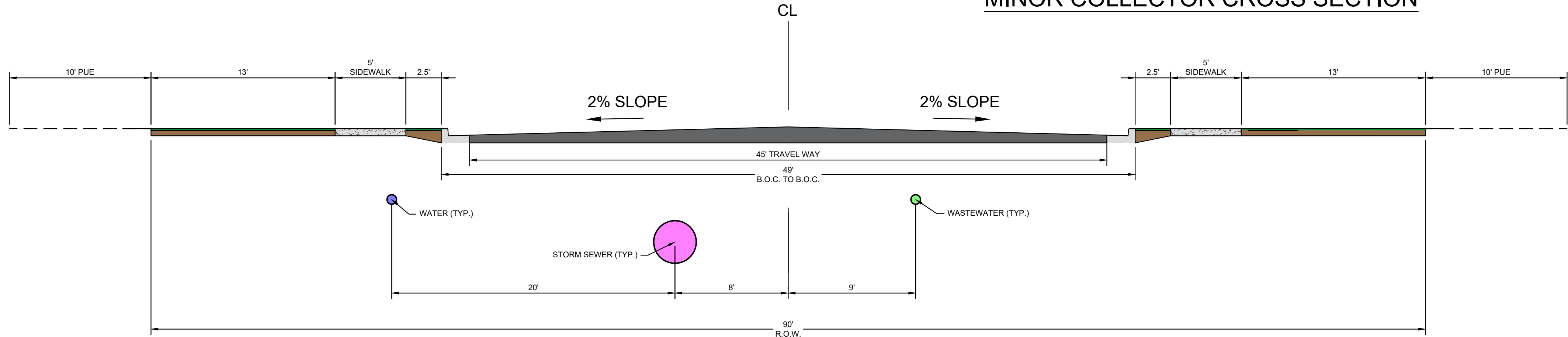
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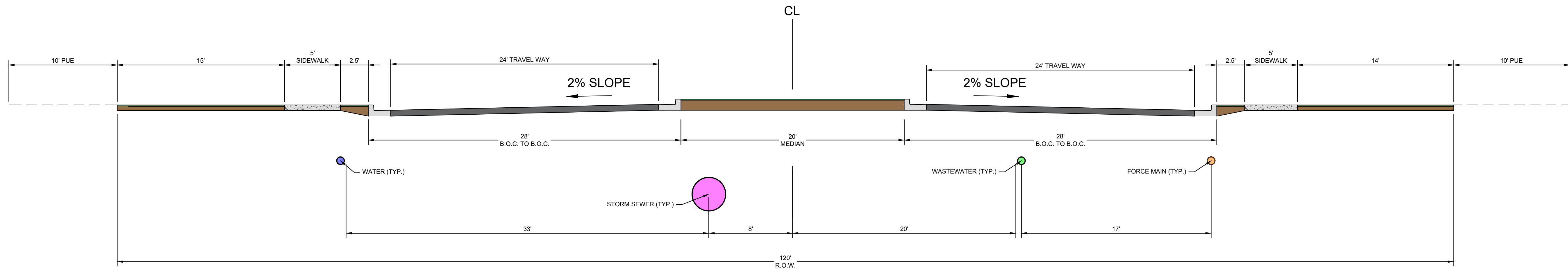
LOCAL ROAD CROSS SECTION



MINOR COLLECTOR CROSS SECTION



MAJOR COLLECTOR CROSS SECTION



ARTERIAL CROSS SECTION

BENCHMARKS

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BM #302: SIR # SET IN CONCRETE, 102.14368 / 30.78284
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REVISIONS	DATE	BY
No.		

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		OCTOBER 2022								

STREET CROSS SECTIONS

ELDORADO
SUBDIVISION
PHASE 1
CITY OF LIBERTY HILL
WILLIAMSON COUNTY, TEXAS

SHEET NUMBER

Commissioners Court - Regular Session**26.****Meeting Date:** 01/24/2023

Final plat for the Overlook at Weir subdivision – Pct 4

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

Information**Agenda Item**

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

Background

This subdivision consists of 9 lots and no new roads.

Timeline

2023-01-03 – initial submittal of the final plat

2023-01-09 – 1st review complete with comments

2023-01-18 – 2nd submittal of final plat

2023-01-18 – 2nd review complete with comments clear

2023-01-19 – receipt of final plat with signatures

2023-01-19 – final plat placed on the January 24, 2023 Commissioners Court agenda for consideration

Fiscal Impact

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

Attachments

final plat - Overlook at Weir

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Adam Boatright

Final Approval Date: 01/19/2023

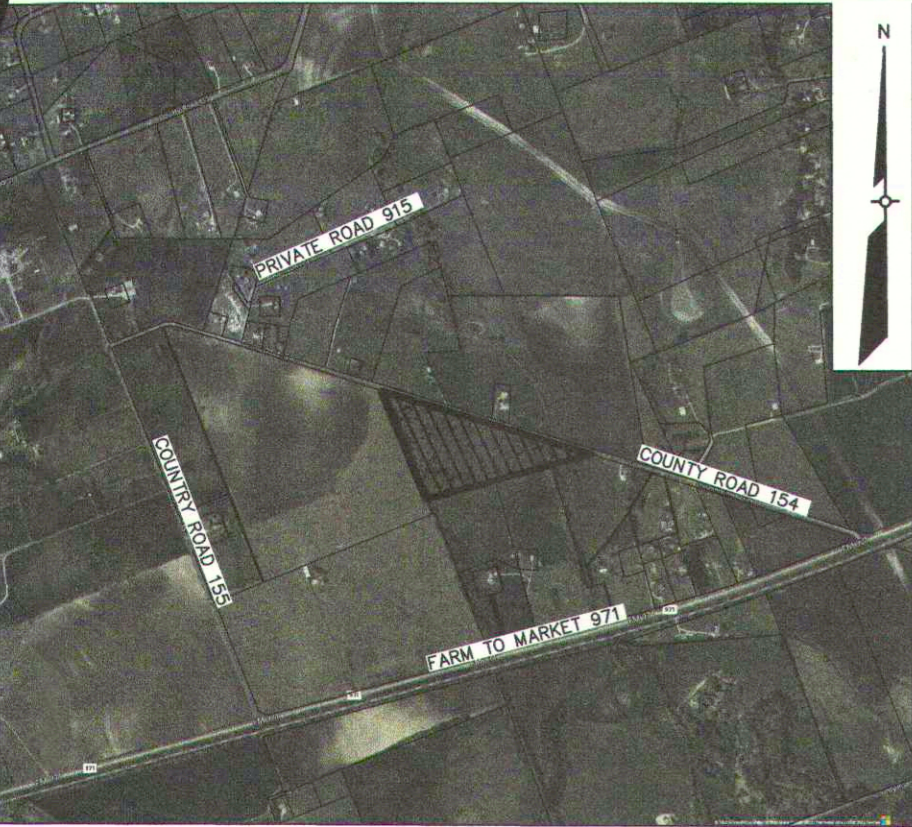
Reviewed By

Becky Pruitt

Date

01/19/2023 11:46 AM

Started On: 01/18/2023 05:10 PM



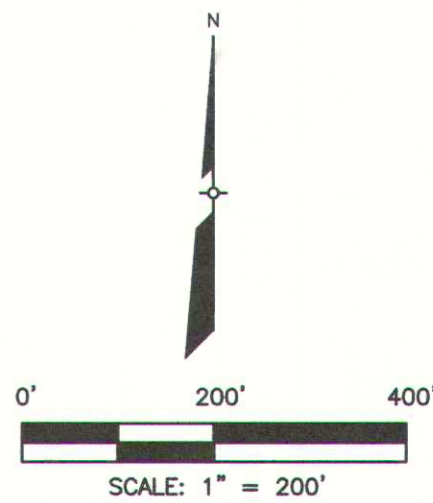
LOCATION MAP

1"=2,000'

FINAL PLAT OF
THE OVERLOOK AT WEIR
SUBDIVISION

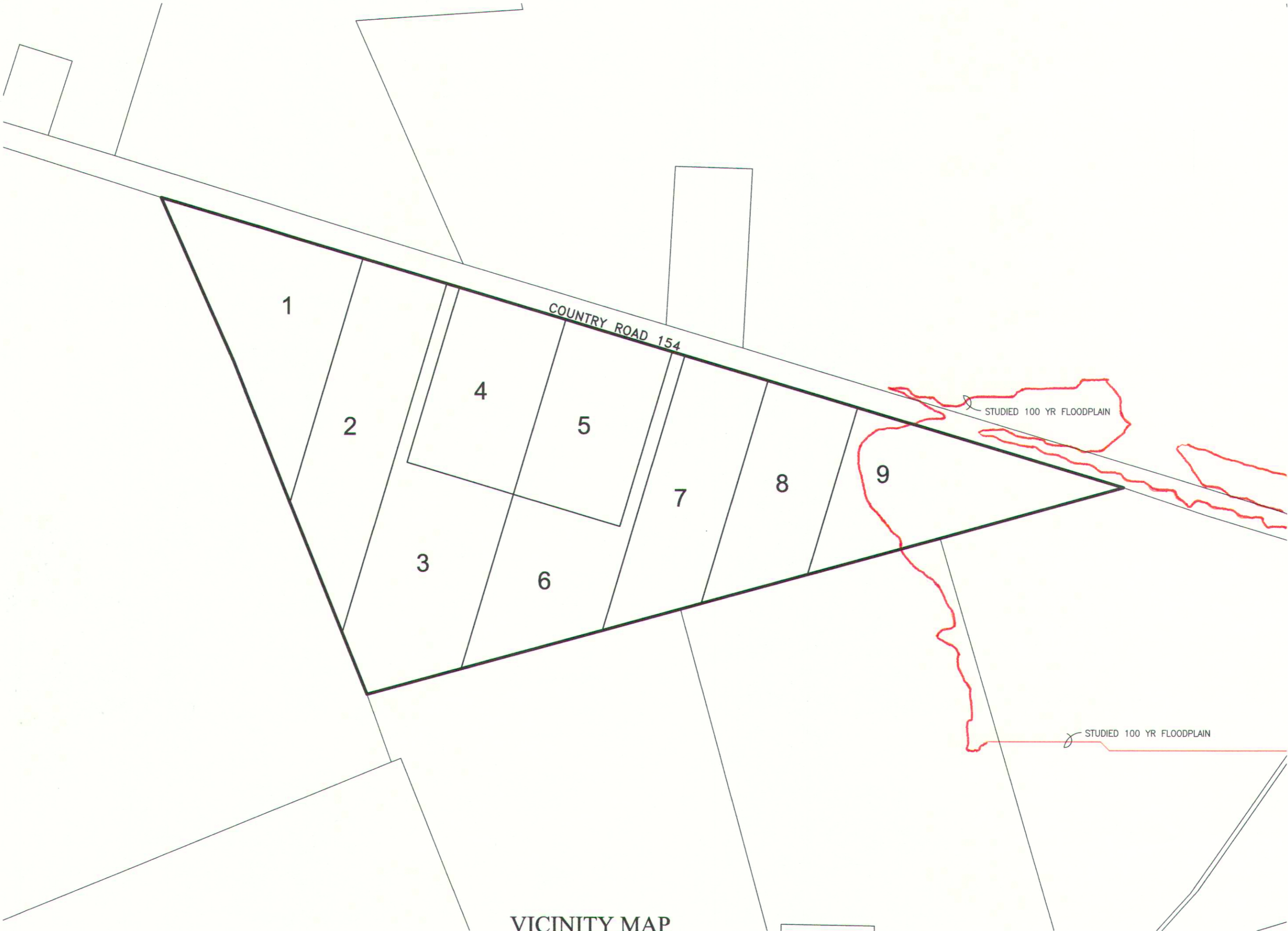
24.66 ACRES

A 24.66 ACRE TRACT OF LAND, OUT OF THE B.M. HATFIELD SURVEY,
ABSTRACT NO. 306, SITUATED IN WILLIAMSON COUNTY, TEXAS
WILLIAMSON COUNTY, TEXAS



LEGEND

- DENOTES BENCHMARK (SEE NOTE)
- DENOTES 1/2" ST. SK. SET
- DENOTES 1/2" ST. SK. FND.
- DRAINAGE EASEMENT
- OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
- CONCRETE MONUMENT
- BOUNDARY LINE
- PROPERTY LINE
- R.O.W. LINE
- UTILITY OR DRAINAGE EASEMENTS
- BLOCK A
- USEABLE ACRAGE



OWNER'S NAMES:
JAMES BLAMEY
2126 CR 154 24, LLC.
100 E. WHITESTONE BLVD. SUITE 148, #218
CEDAR PARK, TX 78613

SURVEYOR'S COMPANY NAME AND CONTACT INFORMATION:
GEORGE E. LUCAS
REGISTERED PROFESSIONAL SURVEYOR NO. 4160,
CELCO SURVEYING FIRM REGISTRATION NO. 10193975
18018 OVERLOOK LOOP, SUITE 105
SAN ANTONIO, TEXAS 78259

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

DATE: JANUARY 9, 2023

ACREAGE OF TOTAL SITE: 24.66 ACRES

TOTAL NUMBER OF BLOCKS: 1 BLOCKS

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

VICINITY MAP
SCALE 1" = 200'

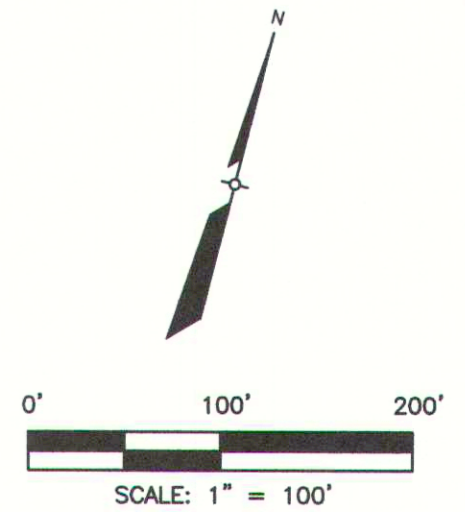
PARCEL LINE TABLE		
LINE#	LENGTH	DIRECTION
L1	221.65	S74°46'29"W
L2	478.93	S73°16'39"E
L3	30.00	S73°16'39"E
L4	30.00	S73°16'39"E
L5	46.69	N22°00'30"W

CULVERT TABLE				
DW	Lots	Culvert size (in)	Qty.	Slope (%)
1	1	30	1	1.50
2	2,3,4	30	1	1.75
3	5,6,7	30	2	1.75
4	8,9	30	2	1.75

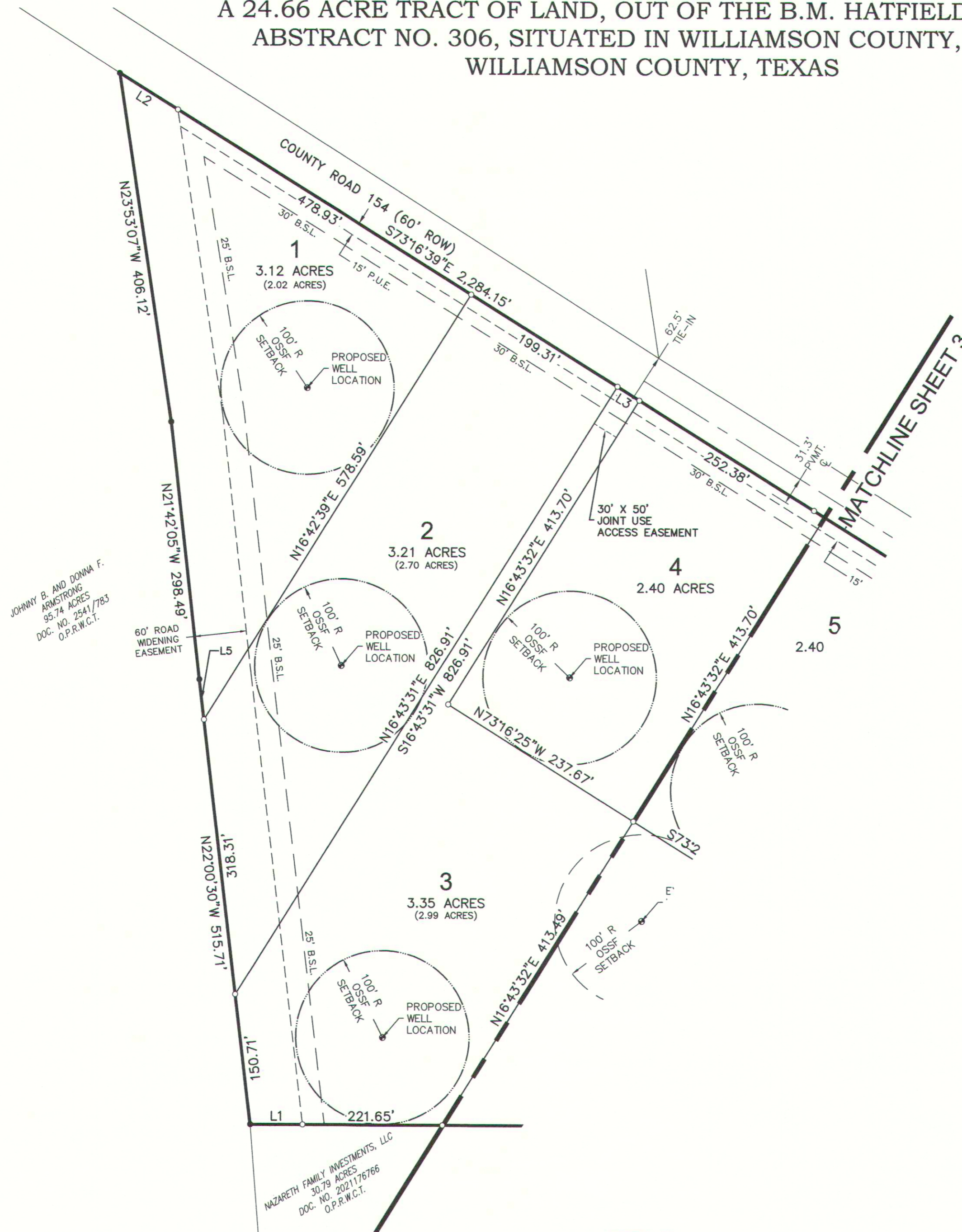
FINAL PLAT OF THE OVERLOOK AT WEIR SUBDIVISION

24.66 ACRES

A 24.66 ACRE TRACT OF LAND, OUT OF THE B.M. HATFIELD SURVEY,
ABSTRACT NO. 306, SITUATED IN WILLIAMSON COUNTY, TEXAS
WILLIAMSON COUNTY, TEXAS



LEGEND	
	DENOTES BENCHMARK (SEE NOTE)
	DENOTES 1/2" ST. SK. SET
	DENOTES 1/2" ST. SK. FND.
	DRAINAGE EASEMENT
	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
	CONCRETE MONUMENT
	BOUNDARY LINE
	PROPERTY LINE
	R.O.W. LINE
	UTILITY OR DRAINAGE EASEMENTS
	BLOCK NUMBER
	USEABLE ACRAGE



FIELD NOTES

BEING A 24.66 ACRE TRACT OF LAND, OUT OF THE B.M. HATFIELD SURVEY, ABSTRACT NO. 306, SITUATED IN WILLIAMSON COUNTY, TEXAS, CONVEYED BY WARRANTY DEED WITH VENDOR'S LIEN TO 2126 CR 154 24, LLC., RECORDED IN DOCUMENT NO. 2022002811 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, AT A 1/2" IRON ROD SET, LYING IN THE SOUTHWEST RIGHT-OF-WAY LINE OF COUNTY ROAD 154, A PUBLIC ROAD, MARKING THE NORTHEAST CORNER OF A 17.016 ACRE TRACT OF LAND CONVEYED BY GIFT DEED TO VELIA TOLENTINO, RECORDED IN DOCUMENT NO. 2006009210 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, FOR THE SOUTHWEST CORNER OF THIS TRACT;

THENCE, SOUTH 74°34'48" WEST, A DISTANCE OF 449.65 FEET, ALONG THE SOUTH LINE OF THIS TRACT, COMMON WITH THE NORTH LINES OF SAID TOLENTINO TRACT, TO A 1/2" IRON ROD SET, MARKING THE NORTHEAST CORNER OF A 24.00 ACRE TRACT CONVEYED BY SPECIAL WARRANTY DEED TO STEPHANIE K. ECKERT, RECORDED IN DOCUMENT NO. 2018098535 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, FOR AN ANGLE CORNER OF THIS TRACT;

THENCE, SOUTH 74°46'29" WEST, A DISTANCE OF 1,332.80 FEET, ALONG THE SOUTH LINE OF THIS TRACT, COMMON WITH THE NORTH LINES OF SAID STEPHANIE K. ECKERT TRACT AND A 12.61 ACRE TRACT CONVEYED BY SPECIAL WARRANTY DEED TO LAURA ECKERT TAYLOR, RECORDED IN DOCUMENT NO. 2018098533 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, TO A 1/2" IRON ROD FOUND, LYING IN THE EAST LINE OF A 95.74 ACRE TRACT OF LAND CONVEYED BY WARRANTY DEED WITH VENDOR'S LIEN TO JOHNNIE B. AND DONNA F. ARMSTRONG, RECORDED IN VOLUME 2541, PAGE 783 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, MARKING THE NORTHWEST CORNER OF SAID LAURA ECKERT TAYLOR TRACT, FOR THE SOUTHWEST CORNER OF THIS TRACT;

THENCE, NORTH 22°00'30" WEST, A DISTANCE OF 515.71 FEET, ALONG THE WEST LINE OF THIS TRACT, COMMON WITH THE EAST LINE OF SAID ARMSTRONG TRACT, TO A 1/2" IRON ROD FOUND, MARKING AN ANGLE CORNER OF SAID ARMSTRONG TRACT, FOR AN ANGLE CORNER OF THIS TRACT;

THENCE, NORTH 21°42'05" WEST, A DISTANCE OF 298.49 FEET, ALONG THE WEST LINE OF THIS TRACT, COMMON WITH THE EAST LINE OF SAID ARMSTRONG TRACT, TO A 1/2" IRON ROD FOUND, MARKING AN ANGLE CORNER OF SAID ARMSTRONG TRACT, FOR AN ANGLE CORNER OF THIS TRACT;

THENCE, NORTH 23°53'07" WEST, A DISTANCE OF 406.12 FEET, ALONG THE WEST LINE OF THIS TRACT, COMMON WITH THE EAST LINE OF SAID ARMSTRONG TRACT, TO A 1/2" IRON ROD FOUND, LYING IN THE SOUTHWEST RIGHT-OF-WAY LINE OF SAID COUNTY ROAD 154, MARKING THE NORTHEAST CORNER OF SAID ARMSTRONG TRACT, FOR THE NORTHWEST CORNER OF THIS TRACT;

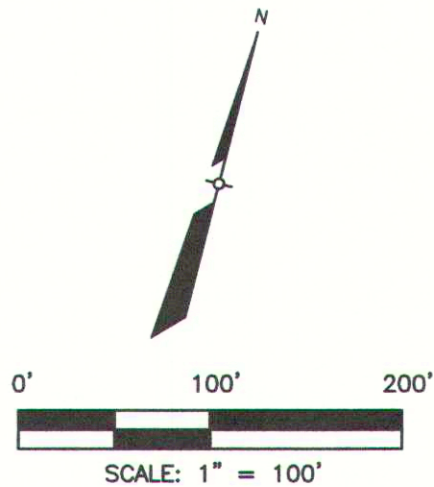
THENCE, SOUTH 73°16'39" EAST, ALONG THE NORTHEAST LINE OF THIS TRACT, COMMON WITH THE SOUTHWEST RIGHT-OF-WAY LINE OF SAID COUNTY ROAD 154, A DISTANCE OF 2,284.15 FEET, TO THE POINT OF BEGINNING, CONTAINING 24.66 ACRES OF LAND, MORE OR LESS.

CULVERT TABLE				
DW	Lots	Culvert size (in)	Qty.	Slope (%)
1	1	30	1	1.50
2	2,3,4	30	1	1.75
3	5,6,7	30	2	1.75
4	8,9	30	2	1.75

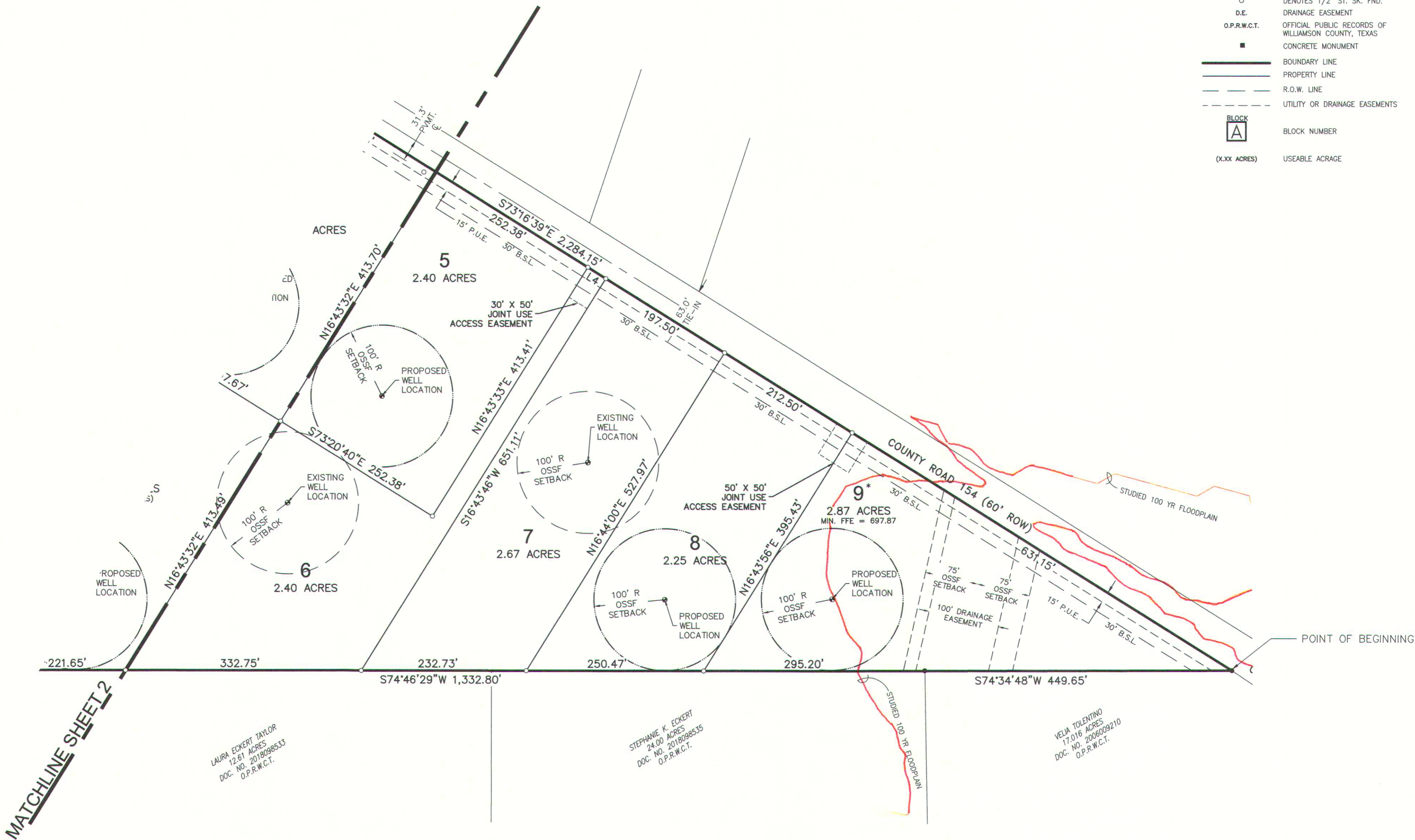
FINAL PLAT OF THE OVERLOOK AT WEIR SUBDIVISION

24.66 ACRES

A 24.66 ACRE TRACT OF LAND, OUT OF THE B.M. HATFIELD SURVEY,
ABSTRACT NO. 306, SITUATED IN WILLIAMSON COUNTY, TEXAS
WILLIAMSON COUNTY, TEXAS



LEGEND	
	DENOTES BENCHMARK (SEE NOTE)
	DENOTES 1/2" ST. SK. SET
	DENOTES 1/2" ST. SK. FND.
	DRAINAGE EASEMENT
	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
	CONCRETE MONUMENT
	BOUNDARY LINE
	PROPERTY LINE
	R.O.W. LINE
	UTILITY OR DRAINAGE EASEMENTS
	BLOCK NUMBER
	USEABLE ACRAGE



NOTE:
* SEE SUBDIVISION PLAT NOTE 22 FOR LOT SIZE WITH DEDUCTION.

FINAL PLAT OF
THE OVERLOOK AT WEIR
SUBDIVISION

24.66 ACRES

A 24.66 ACRE TRACT OF LAND, OUT OF THE B.M. HATFIELD SURVEY,
ABSTRACT NO. 306, SITUATED IN WILLIAMSON COUNTY, TEXAS
WILLIAMSON COUNTY, TEXAS

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

I, 2126 CR 154 24, LLC., OWNERS OF THE CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2022002811 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DO HEREBY SUBDIVIDE SAID TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE, AND DO HEREBY STATE THAT ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS. THIS SUBDIVISION IS TO BE KNOWN AS THE OVERLOOK AT WEIR SUBDIVISION.

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 19th DAY OF JANUARY, 2023.

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

STATE OF TEXAS
COUNTY OF WILLIAMSON

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE ON THIS THE 19th DAY OF JANUARY, 2023.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS



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

I, PLAINSCAPITAL BANK, A TEXAS STATE CHARTER BANK, LIEN HOLDER OF THE CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2022002811 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DO HEREBY SUBDIVIDE SAID TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE, AND DO HEREBY STATE THAT ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS. THIS SUBDIVISION IS TO BE KNOWN AS THE OVERLOOK AT WEIR SUBDIVISION.

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 19th DAY OF JANUARY, 2023.

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

STATE OF TEXAS
COUNTY OF WILLIAMSON

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE ON THIS THE 19th DAY OF JANUARY, 2023.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

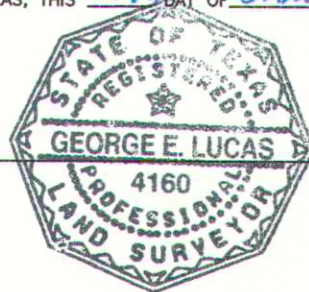


STATE OF TEXAS
COUNTY OF BEXAR

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

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT SAN ANTONIO, BEXAR COUNTY, TEXAS, THIS 19th DAY OF JANUARY, 2023.

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



SUBDIVISION PLAT NOTES

1. THE MINIMUM FFE SHALL BE AT LEAST ONE FOOT ABOVE THE ADJACENT FINISHED GRADE AND BFE. EXCEPTIONS CAN BE MADE AT THE ENTRANCE AND EGRESS POINTS, WHERE NECESSARY, TO MEET THE AMERICANS WITH DISABILITIES ACT (ADA). RECREATIONAL VEHICLE PARKING PADS MUST ALSO BE PLACED AT LEAST ONE FOOT ABOVE BFE.
2. MAINTENANCE RESPONSIBILITY FOR DRAINAGE WILL NOT BE ACCEPTANCE BY THE COUNTY OTHER THAN THAT ACCEPTED IN CONNECTION WITH DRAINING OR PROTECTING THE ROAD SYSTEM. MAINTENANCE RESPONSIBILITY FOR STORM WATER MANAGEMENT CONTROLS WILL REMAIN WITH THE OWNER.
3. THE OWNER UNDERSTANDS THAT IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE CITY OR COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS AND REGULATIONS RELATING TO THE ENVIRONMENT, INCLUDING BUT NOT LIMITED TO THE ENDANGERED SPECIES ACT, STATE AQUIFER REGULATIONS AND MUNICIPAL.
4. DRIVEWAY MAINTENANCE WILL BE THE RESPONSIBILITY OF THE PROPERTY OWNER. IF OBSTRUCTIONS OCCUR WITHIN THE DRIVEWAY CULVERT, THE COUNTY RESERVES THE RIGHT TO CLEAR OBSTRUCTIONS THAT ARE CAUSING ADVERSE IMPACTS TO THE ROADWAY.
5. NO MORE THAN THREE RESIDENCES TOTAL SHALL BE SERVED BY THE SINGLE SHARED DRIVEWAY:
 - LOTS 2,3 AND 4 WILL BE SERVED BY A SINGLE SHARED DRIVEWAY.
 - LOTS 5,6 AND 7 WILL BE SERVED BY A SINGLE SHARED DRIVEWAY.
 - LOTS 8 AND 9 WILL BE SERVED BY A SINGLE SHARED DRIVEWAY.
6. JOINT USE ACCESS EASEMENTS SHALL BE PRIVATELY MAINTAINED BY LOT OWNERS AND NO OBSTRUCTION TO EGRESS AND INGRESS IS ALLOWED.
7. A 15' WIDE UTILITY EASEMENT IS HEREBY DEDICATED ADJACENT TO ALL STREET RIGHT-OF-WAY ON ALL LOTS.
8. ALL EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR THEIR ASSIGNS.
9. THIS SUBDIVISION IS NOT LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE ZONE OR IT'S CONTRIBUTING ZONE.
10. THIS SUBDIVISION IS LOCATED WITHIN THE JURISDICTION OF WILLIAMSON COUNTY.
11. BUILDING SETBACK LINES SHALL BE IN ACCORDANCE WITH THE SETBACKS SHOWN HEREON, APPLICABLE OWNER RESTRICTIONS RECORDED IN COUNTY RECORDS OR THE WILLIAMSON COUNTY SUBDIVISION REGULATIONS.
12. THE OWNER OF THIS SUBDIVISION AND HIS HEIRS, SUCCESSORS AND ASSIGNS ASSUMES THE RESPONSIBILITY FOR PLANS FOR CONSTRUCTION OF ALL SUBDIVISION IMPROVEMENTS WHICH SHALL COMPLY WITH APPLICABLE CODES, RULES AND REGULATIONS AND REQUIREMENTS OF WILLIAMSON COUNTY, TEXAS AND THE TEXAS COMMISSION OF ENVIRONMENTAL QUALITY WHICH ARE IN EFFECT AND APPLICABLE AT THE TIME THE IMPROVEMENTS ARE DESIGNED AND CONSTRUCTED. THE OWNER UNDERSTANDS THAT PLAT VACATION AND REPLATTING MAY BE REQUIRED AT THE OWNERS SOLE EXPENSE IF PLANS TO CONSTRUCT THIS SUBDIVISION DO NOT COMPLY WITH SUCH CODES AND STANDARDS.
13. EACH DWELLING CONSTRUCTED OR PLACED ON THE SUBDIVISION SHALL BE CONNECTED TO A PRIVATE SEPTIC SYSTEM MEETING THE SPECIFICATIONS AND REQUIREMENTS OF THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY, CHAPTER 285, AND WILLIAMSON COUNTY.
14. WATER SERVICE IS PROVIDED BY PRIVATE WELLS EXCEPT FOR EXISTING JONAH WSC WATER SERVICE ON LOT 1. WASTEWATER SERVICE IS PROVIDED BY ON-SITE SEWAGE FACILITY.
15. PROPOSED WELLS MUST BE LOCATED 50 FEET FROM THE PROPERTY LINE.
16. THERE ARE NO CEMETERY SITES, EXISTING OR PROPOSED SCHOOL SITES OR OTHER PUBLIC SITES PROPOSED WITH THIS SUBDIVISION.
17. THIS SITE IS LOCATED WITHIN ZONE X, THE AREA OF MINIMAL FLOOD HAZARD, PER FEMA FIRM PANELS 48491C0315F, 48491C0320F AND 48491C0325F DATED DECEMBER 20, 2019. HOWEVER, A DRAINAGE STUDY WAS COMPLETED FOR THIS SITE PER WILLIAMSON COUNTY REQUIREMENTS SINCE THE TOTAL DRAINAGE AREA EXCEEDED 64 ACRES. PART OF THIS TRACT IS LOCATED WITHIN A 100 YR FLOODPLAIN ESTABLISHED BY THE DRAINAGE STUDY.
18. THE MINIMUM FINISHED FLOOR ELEVATIONS SHOWN ON THIS PLAT WERE DETERMINED BY ADDING ONE (1) FOOT TO THE BASE FLOOD ELEVATION (BFE) AS DETERMINED BY A STUDY PREPARED BY CUATRO CONSULTANTS, LTD. APPROVED DECEMBER 12TH, 2022.
19. THERE ARE NO PROPOSED ROADWAYS ASSOCIATED WITH THIS PROJECT. ALL LOTS SHALL BE SERVICED FROM THE EXISTING COUNTY ROAD 154.
20. THIS DEVELOPMENT IS CONSIDERED EXEMPT FROM ON-SITE STORMWATER DETENTION CONTROLS BASED ON WILLIAMSON COUNTY SUBDIVISION REGULATION B11.1.3, WHICH STATES THAT A PROPOSED DEVELOPMENT MAY BE CONSIDERED EXEMPT FROM PROVIDING ON-SITE STORMWATER DETENTION IF ALL LOTS ARE 2 ACRES OR MORE AND LESS THAN 20% OF IMPERVIOUS COVER PER LOT.
21. ABSORPTIVE TYPE OSSFS SHALL NOT BE LOCATED WITHIN 100 FEET OF WELL LOCATION.
22. EFFECTIVE AREA OF LOT 9 IS 2.32 ACRES.
23. 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.
24. THE LANDOWNER ASSUMES ALL RISKS ASSOCIATED WITH IMPROVEMENTS LOCATED IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS. BY PLACING ANYTHING IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS, THE LANDOWNER INDEMNIFIES AND HOLDS THE COUNTY, IT'S OFFICERS AND EMPLOYEES HARMLESS FROM ANY LIABILITY OWING TO PROPERTY DEFECTS OR NEGLIGENCE NOT ATTRIBUTABLE TO THEM AND ACKNOWLEDGES THAT THE IMPROVEMENTS MAY BE REMOVED BY THE COUNTY AND THAT THE OWNER OF THE IMPROVEMENT SHALL BE RESPONSIBLE FOR THE RELOCATION AND/OR REPLACEMENT OF THE IMPROVEMENT.
25. MAXIMUM OF 20% IMPERVIOUS COVER PER LOT, OTHERWISE STORMWATER MANAGEMENT CONTROLS SHALL BE DESIGNED, CONSTRUCTED AND MAINTAINED BY OWNER. IF IMPERVIOUS COVER IS PROPOSED TO EXCEED MAXIMUM PERCENTAGE ALLOWED, CONTACT WILLIAMSON COUNTY FLOODPLAIN ADMINISTRATION TO REVIEW THE STORMWATER MANAGEMENT CONTROLS PROPOSED ON LOT.
26. A CERTIFICATE OF COMPLIANCE IS HEREBY ISSUED FOR ALL LOTS WITHIN THIS SUBDIVISION, EXCEPT FOR LOT 9. THIS CERTIFICATE OFF COMPLIANCE IS VALID UNTIL SUCH TIME AS FEMA OR THE COUNTY REVISES OR NEWLY ADOPTS FLOODPLAIN BOUNDARIES IN THIS VICINITY.
27. A FLOODPLAIN DEVELOPMENT PERMIT MAY BE REQUIRED FOR LOT 9, PRIOR TO ANY CONSTRUCTION OR DEVELOPMENT. THE NEED FOR A FLOODPLAIN DEVELOPMENT PERMIT WILL BE DETERMINED BY WILLIAMSON COUNTY UPON REVIEW OF THE PROPOSED STRUCTURE LOCATION.
28. FLOODPLAIN INFORMATION, SUCH AS FLOODPLAIN BOUNDARIES, DEPTHS, ELEVATIONS, AND THE MINIMUM FINISHED FLOOR ELEVATIONS SHOWN ON THIS PLAT, WILL CHANGE OVER TIME WITH BETTER DATA AND FLOOD STUDIES. THE FLOODPLAIN INFORMATION SHOWN ON THIS PLAT WAS ACCURATE AT THE TIME OF PLATTING, BUT MAY BE SUPERSEDED AT THE TIME OF CONSTRUCTION. THE BEST AVAILABLE FLOODPLAIN DATA SHALL BE UTILIZED AT THE TIME OF CONSTRUCTION, AS DETERMINED BY THE WILLIAMSON COUNTY FLOODPLAIN ADMINISTRATOR. A FLOODPLAIN DEVELOPMENT PERMIT APPLICATION MUST BE SUBMITTED AND APPROVED PRIOR TO ANY CONSTRUCTION OR DEVELOPMENT WITHIN OR ADJACENT TO A REGULATED FLOODPLAIN.
29. THIS SUBDIVISION IS SUBJECT TO THE STORM-WATER MANAGEMENT CONTROLS AS REQUIRED BY WILLIAMSON COUNTY SUBDIVISION REGULATIONS SECTION B11.1, ON NEW DEVELOPMENT THE WOULD EVOKE SUCH CONTROLS BEYOND EXISTING CONDITIONS.

STATE OF TEXAS
COUNTY OF HAYS COUNTY

I, HUGO ELIZONDO, JR., REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS SUBDIVISION IS NOT IN THE EDWARDS AQUIFER RECHARGE ZONE AND IS NOT ENCRONOACHED BY A ZONE A FLOOD AREA, AS DENOTED HEREIN, AND AS DEFINED BY FEDERAL EMERGENCY MANAGEMENT ADMINISTRATION FLOOD HAZARD BOUNDARY MAP, COMMUNITY PANEL NUMBER 48491C0285E, EFFECTIVE DATE SEPTEMBER 26, 2008, AND THAT EACH LOT CONFORMS TO THE CITY OF GEORGETOWN REGULATIONS.

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

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT KYLE, HAYS COUNTY, TEXAS, THIS 19th DAY OF JANUARY, 2023.

HUGO ELIZONDO, JR.,
REGISTERED PROFESSIONAL ENGINEER NO. 69781
CUATRO CONSULTANTS, LTD., FIRM REGISTRATION NO. F-3524
3601 KYLE CROSSING, SUITE A
KYLE, TEXAS 78840



STATE OF TEXAS
COUNTY OF WILLIAMSON

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

Roger Wickham, P.E.
For Terron Everton, P.E.
J. TERRON EVERTON, P.E., D.R., C.F.M.
COUNTY ENGINEER

1/19/2023
DATE

STATE OF TEXAS
COUNTY OF WILLIAMSON

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE 19 DAY OF JANUARY, 2023, A.D.

Cindy Bridges
WILLIAMSON COUNTY ADDRESS COORDINATOR
Cindy Bridges

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

IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS AND REGULATIONS RELATING TO THE PLATTING AND DEVELOPMENT OF THIS PROPERTY.

THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOODPLAIN DATA, IN PARTICULAR, MAY CHANGE. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE ROADS IN THE SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.

STATE OF TEXAS
COUNTY OF WILLIAMSON

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

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

DATE

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

I, NANCY RISTER, 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 _____, 2023 A.D. AT _____

O'CLOCK _____M. AND DULY RECORDED THIS THE DAY OF _____, 2023 A.D. AT _____ O'CLOCK _____M. IN THE

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

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

NANCY RISTER, COUNTY CLERK, WILLIAMSON COUNTY, TEXAS

BY: _____ DEPUTY

Commissioners Court - Regular Session**27.****Meeting Date:** 01/24/2023

Final plat for the Schwertner Ranch Phase 3 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 final plat for the Schwertner Ranch Phase 3 subdivision – Precinct 4.

Background

This is the next section of the Schwertner Ranch development. It consists of 133 lots and 4,702 linear feet of new public roads. Roadway and drainage construction has been completed.

Timeline

2022-11-21 – initial submittal of the final plat

2022-12-21 – 1st review complete with comments

2022-12-22 – 2nd submittal of final plat

2023-01-06 – 2nd review complete with comments clear

2023-01-13 – receipt of final plat with signatures

2023-01-19 – final plat placed on the January 24, 2023 Commissioners Court agenda for consideration

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

final plat - Schwertner Ranch Ph 3

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Adam Boatright

Final Approval Date: 01/19/2023

Reviewed By

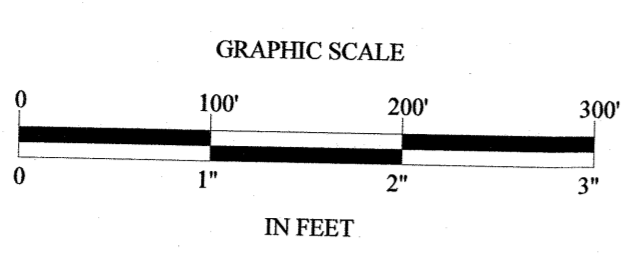
Becky Pruitt

Date

01/19/2023 11:45 AM

Started On: 01/18/2023 05:12 PM

CALLED 99.47 ACRES
EMIL J. DANKE
VOL. 450, PG. 605
APR. 1962

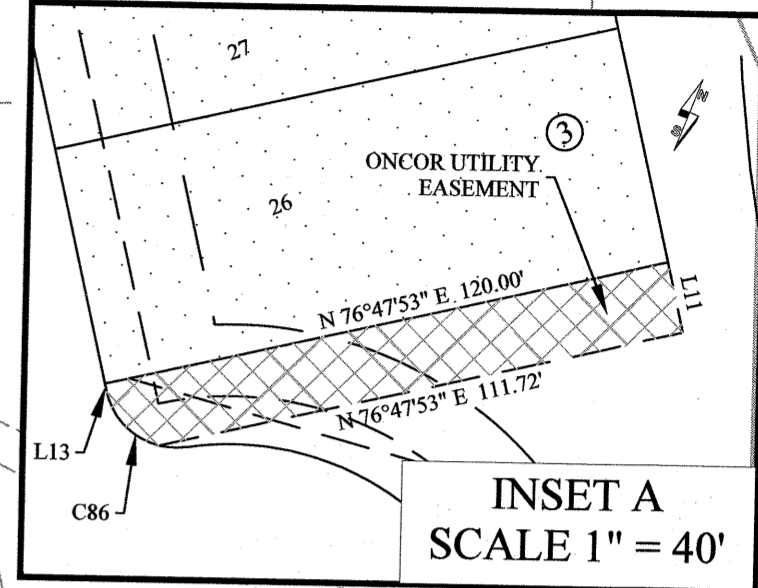


FINAL PLAT
SCHWERTNER RANCH PHASE III
BEING PART OF THE G. Schneider Survey, Abstract No. 580
WILLIAMSON COUNTY, TEXAS

CALLED 51.16 ACRES
EMIL J. & DOLLY DANKE
DOC. #2008048422
JUNE 2008

CALLED 24.78 ACRES
ANDREW KLEPAC
DOC. #1998055698
SEP. 1998

SYBERT, GEORGE D
VOL. 2640, PG. 679
DATED 12/09/1995



R.O.W. EASEMENT
TEXAS POWER
& LIGHT COMPANY
VOL. 291, PG. 160
FEB. 1938

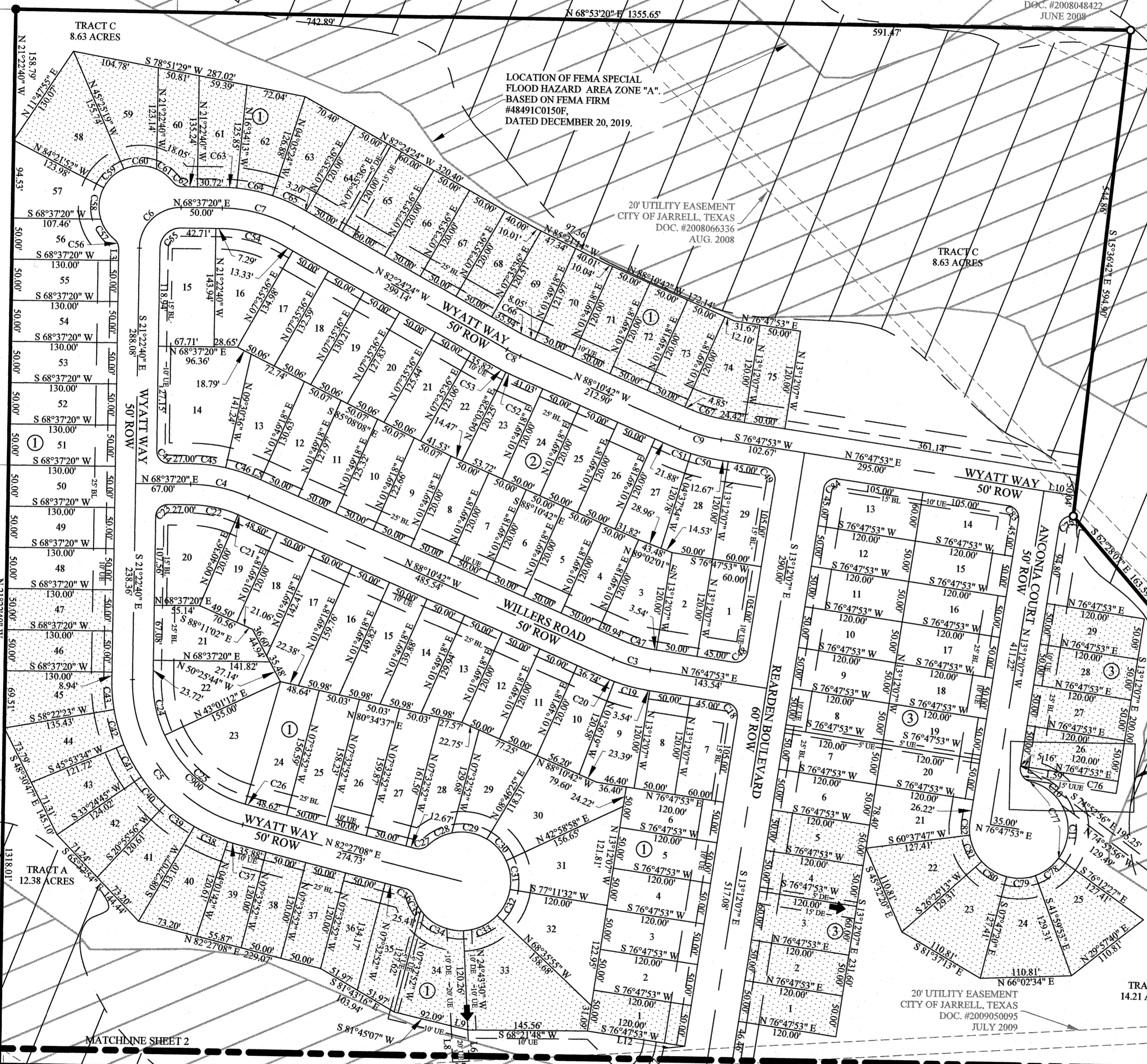
REMAINDER OF WBW SINGLE LAND
INVESTMENT, LLC - SERIES 111
DOC. #2019092046
SEP. 2019

LOCATION OF 100-YR FLOODPLAIN BASED
ON REPORT TITLED "3RD REVISED FLOODPLAIN
AND CULVERT ANALYSIS, SCHWERTNER RANCH
PHASE III", DATED SEPTEMBER 2, 2021, BY YALGO LLC.

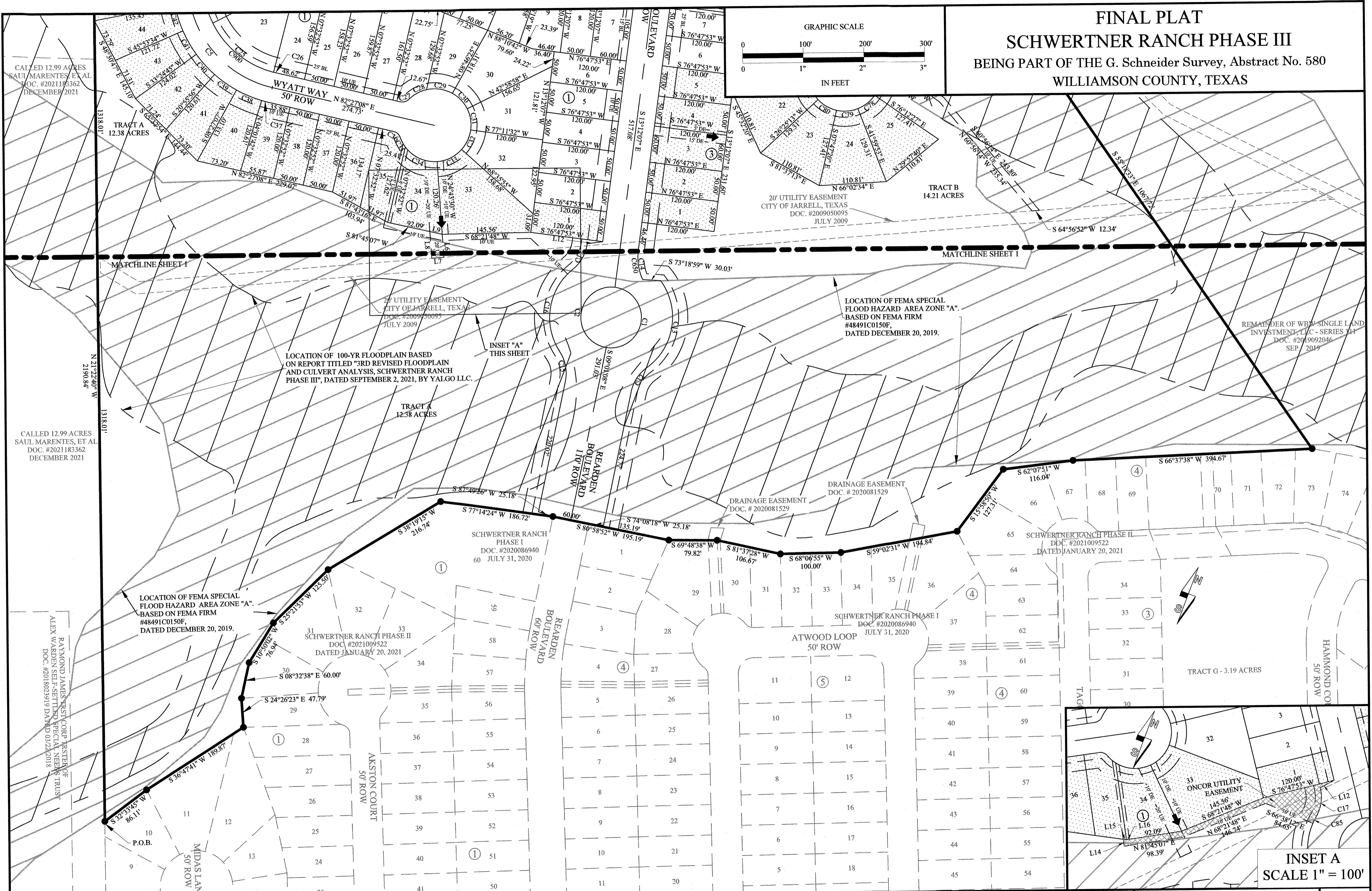
CALLED 8.23 ACRES
STACI THOMAS
DOC. #2017066397
JULY 2017

CALLED 5.95 ACRES
CRESCENCIO ALVARADO
& MARIA A. CASTILLO
DOC. #2017071910
AUG. 2017

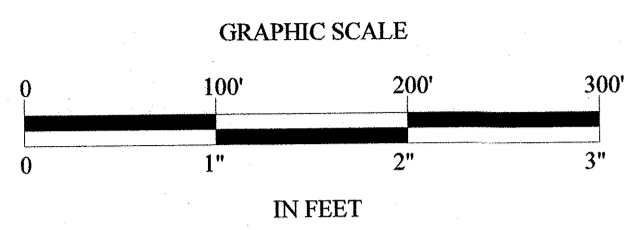
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DECEMBER 2021



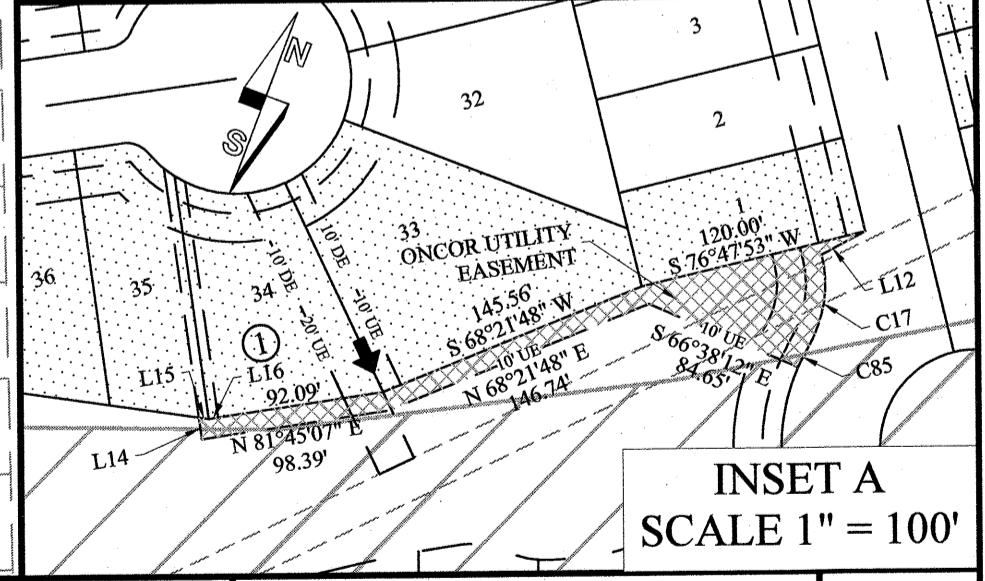
REV.	DESCRIPTION	DATE	BY	PROJECT INFORMATION	BENCHMARK	OWNER INFORMATION	ENGINEER INFORMATION	SURVEYOR INFORMATION	Yalgo, LLC	SHEET
1	ORIGINAL RELEASE	06/27/2022	JAJ	TOTAL SIZE: 63.26 ACRES TOTAL BLOCKS: 3 TOTAL LOTS: 133 TOTAL TRACTS: 3	Cotton spindle set in the north margin of County Road 313 - bearing S 61°37'56" E, 762.55 feet from the most southerly corner of this tract. Observed GPS coordinates based on Texas State Plane Coordinate System, NAD83 (2011) datum, Texas Central Zone No. 4203 N: 10269021.77 E: 3160972.32 Z: 820.52' (NAVD88-Geoid12B)	WBW SINGLE DEVELOPMENT GROUP, LLC—SERIES 128 109 W. 2ND ST., STE. 201 GEORGETOWN, TX 78626 254-953-5353 tmckee@wbdevelopment.com	KEITH A. CALDWELL P.E. NO. 101956 YALGO ENGINEERING 109 W. 2ND ST., STE. 201 GEORGETOWN, TX 78626	COREY SHANNON R.P.L.S. NO. 5967 YALGO ENGINEERING 109 W. 2ND ST., STE. 201 GEORGETOWN, TX 78626	Yalgo, LLC 109 W. 2ND ST., STE. 201 GEORGETOWN, TX 78626 PH (254) 953-5353 FX (254) 953-5057 Texas Registered Engineering Firm F-10264 Texas Registered Surveying Firm 10194095	1 OF 5



FINAL PLAT
SCHWERTNER RANCH PHASE III
BEING PART OF THE G. Schneider Survey, Abstract No. 580
WILLIAMSON COUNTY, TEXAS



REV.	DESCRIPTION	DATE	BY	PROJECT INFORMATION	BENCHMARK	OWNER INFORMATION	ENGINEER INFORMATION	SURVEYOR INFORMATION	Yalgo, LLC	SHEET
1	ORIGINAL RELEASE	06/27/2022	JAJ	TOTAL SIZE: 63.26 ACRES TOTAL BLOCKS: 3 TOTAL LOTS: 133 TOTAL TRACTS: 3	Cotton spindle set in the north margin of County Road 313 - bearing S 61°37'56" E, 762.55 feet from the most southerly corner of this tract. Observed GPS coordinates based on Texas State Plane Coordinate System, NAD83 (2011) datum, Texas Central Zone No. 4203 N: 10269021.77 E: 3160972.32 Z: 820.52' (NAVD88-Geoid12B)	WBW SINGLE DEVELOPMENT GROUP, LLC—SERIES 128 109 W. 2ND ST., STE. 201 GEORGETOWN, TX 78626 254-953-5353 tmckee@wbdevelopment.com	KEITH A. CALDWELL P.E. NO. 101956 YALGO ENGINEERING 109 W. 2ND ST., STE. 201 GEORGETOWN, TX 78626	COREY SHANNON R.P.L.S. NO. 5967 YALGO ENGINEERING 109 W. 2ND ST., STE. 201 GEORGETOWN, TX 78626	109 W. 2ND ST., STE. 201 GEORGETOWN, TX 78626 PH (254) 953-5353 FX (254) 953-5057 Texas Registered Engineering Firm F-10264 Texas Registered Surveying Firm 10194095	2 OF 5
PROJECT NUMBER: SW03				CLIENT NAME: WBW SINGLE DEVELOPMENT GROUP, LLC—SERIES 128 CLIENT LOCATION: GEORGETOWN, TX						
APPROVED BY: KAC										
AUTHORIZED BY: WBW										



PRINTED ON December 22, 2022

FINAL PLAT
SCHWERTNER RANCH PHASE III
BEING PART OF THE G. Schneider Survey, Abstract No. 580
WILLIAMSON COUNTY, TEXAS

The bearings and distances recited hereon are grid bearings and grid distances based on the NAD83 (2011) State Plane Coordinate System, Texas Central Zone No. 4203, as derived from GPS observations. The Combined Correction Factor (CCF) for this project is 0.9998522. Ground distance = Grid distance/CCF. Permanent iron rods found for corner are ½ inch in diameter.

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	50.00'	158.45'	99.99'	S 12°24'58" E	181°34'18"
C2	50.00'	155.71'	99.99'	N 12°24'58" W	178°25'42"
C3	180.00'	47.20'	47.06'	S 84°18'36" W	15°01'25"
C4	180.00'	72.88'	72.39'	S 80°13'19" W	23°11'59"
C5	180.00'	239.29'	222.06'	S 59°27'46" E	76°10'11"
C6	50.00'	78.54'	70.71'	S 23°37'20" W	90°00'00"
C7	180.00'	91.02'	90.05'	S 83°06'28" W	28°58'16"
C8	180.00'	18.13'	18.12'	S 85°17'33" E	5°46'17"
C9	200.00'	52.44'	52.29'	N 84°18'36" E	15°01'25"
C10	60.00'	50.37'	48.91'	S 75°19'42" E	48°06'08"
C11	60.00'	68.14'	64.54'	N 18°44'32" W	65°04'11"
C12	65.50'	48.79'	47.67'	N 12°19'09" E	42°40'34"
C13	101.50'	160.63'	144.39'	N 11°40'51" W	90°40'33"
C14	90.50'	49.62'	49.00'	N 28°54'35" W	31°24'57"
C15	65.50'	51.37'	50.06'	N 31°29'10" W	44°56'04"
C16	101.50'	149.81'	136.58'	N 11°40'09" W	84°34'06"
C17	65.50'	50.09'	48.88'	N 08°42'24" E	43°49'01"
C18	15.00'	23.56'	21.21'	N 58°12'07" W	90°00'00"
C19	205.00'	41.49'	41.42'	S 82°35'47" W	11°35'48"
C20	205.00'	12.26'	12.26'	N 89°53'30" W	3°25'37"
C21	155.00'	3.10'	3.10'	S 88°45'03" E	1°08'43"
C22	155.00'	59.66'	59.30'	S 79°38'58" W	22°03'16"
C23	15.00'	23.56'	21.21'	S 23°37'20" W	90°00'00"
C24	155.00'	69.26'	68.69'	S 34°10'44" E	25°36'08"
C25	155.00'	133.23'	129.17'	S 71°36'16" E	49°14'55"
C26	155.00'	3.57'	3.57'	S 83°06'43" W	1°19'08"
C27	15.00'	15.12'	14.49'	N 53°34'01" E	57°46'09"
C28	60.00'	33.48'	33.05'	N 40°40'14" E	31°58'29"
C29	60.00'	44.10'	43.12'	N 77°47'57" E	42°06'56"
C30	60.00'	35.82'	35.29'	S 64°07'19" E	34°12'33"
C31	60.00'	35.82'	35.29'	S 29°54'48" E	34°12'33"
C32	60.00'	35.82'	35.29'	S 04°17'44" W	34°12'33"
C33	60.00'	45.94'	44.83'	S 43°20'17" W	43°52'25"
C34	60.00'	60.24'	57.74'	N 85°57'39" W	57°31'43"
C35	60.00'	18.24'	18.17'	N 48°29'15" W	17°25'04"
C36	15.00'	15.12'	14.49'	N 68°39'47" W	57°46'09"
C37	205.00'	12.59'	12.59'	S 84°12'43" W	3°31'10"
C38	205.00'	44.65'	44.57'	N 87°47'17" W	12°28'49"
C39	205.00'	44.65'	44.57'	N 75°18'28" W	12°28'49"
C40	205.00'	44.65'	44.57'	N 62°49'39" W	12°28'49"
C41	205.00'	44.65'	44.57'	N 50°20'50" W	12°28'49"
C42	205.00'	44.65'	44.57'	N 37°52'01" W	12°28'49"
C43	205.00'	36.67'	36.62'	S 26°30'09" E	10°14'56"
C44	15.00'	23.56'	21.21'	S 66°22'40" E	90°00'00"
C45	205.00'	42.46'	42.39'	N 74°33'22" E	11°52'04"
C46	205.00'	40.54'	40.48'	S 86°09'21" W	11°19'55"
C47	155.00'	40.64'	40.53'	N 84°18'36" E	15°01'25"
C48	15.00'	23.56'	21.21'	N 31°47'53" E	90°00'00"
C49	15.00'	23.56'	21.21'	N 58°12'07" W	90°00'00"
C50	225.00'	33.65'	33.62'	S 81°04'59" W	8°34'12"
C51	225.00'	25.34'	25.33'	S 88°35'42" W	6°27'13"
C52	205.00'	8.00'	8.00'	N 87°03'37" W	2°14'10"
C53	205.00'	12.65'	12.65'	N 84°10'28" W	3°32'07"
C54	155.00'	78.37'	77.54'	S 83°06'28" E	28°58'16"
C55	25.00'	39.27'	35.36'	S 23°37'20" W	90°00'00"
C56	15.00'	13.62'	13.16'	N 47°23'17" W	52°01'12"
C57	50.00'	29.63'	29.20'	S 56°25'08" E	33°57'30"
C58	50.00'	39.34'	38.33		

WILLIAMSON COUNTY, TEXAS

AE	PEDESTRIAN ACCESS EASEMENT
BM	BENCHMARK
DA	DRAINAGE AREA
DE	DRAINAGE EASEMENT
ELEV	ELEVATION
NTS	NOT TO SCALE
NO	NUMBER
RE	REFERENCE
REV	REVISION
TBM	TEMPORARY BENCH MARK
TYP	TYPICAL
OHE	OVERHEAD OR UNDERGROUND EASEMENT
UE	UTILITY EASEMENT
WWE	WATER AND WASTEWATER EASEMENT
FWLE	FENCE WALL AND LANDSCAPE EASEMENT
BFE	BASE FLOOD ELEVATION
FFE	FINISHED FLOOR ELEVATION
FE	FENCE EASEMENT
	1/2" IRON ROD FOUND
	1/2" IRON ROD SET
	CHANGE IN BEARING
 NO. # EL. ##	BENCHMARK
	OVERFLOW SWALE
	LOTS WITH MINIMUM FFE (SEE BFE/FFE TABLE)

LINE	BEARING	DISTANCE
L3	N 21°22'40" W	14.27'
L5	S 88°10'42" E	4.61'
L6	S 24°43'30" E	38.05'
L7	S 64°56'52" W	20.00'
L8	N 24°43'30" W	44.08'
L9	N 81°45'07" E	20.86'
L10	N 76°47'53" E	38.95'
L11	S 13°12'07" E	15.00'
L12	N 62°19'11" E	25.82'
L13	S 13°12'07" E	1.59'
L14	S 07°32'52" E	11.48'
L15	S 81°43'16" E	5.20'
L16	N 82°27'08" E	5.00'

REV.	DESCRIPTION	DATE	BY	PROJECT INFORMATION	BENCHMARK	OWNER INFORMATION	ENGINEER INFORMATION	SURVEYOR INFORMATION	<div> Yalgo, LLC 109 W. 2ND ST., STE. 201 GEORGETOWN, TX 78626 PH (254) 953-5353 FX (254) 953-5057 Texas Registered Engineering Firm F-10264 Texas Registered Surveying Firm 10194095 </div>	<div> SHEET 3 OF 5 </div>
				TOTAL SIZE: 63.26 ACRES TOTAL BLOCKS: 3 TOTAL LOTS: 133 TOTAL TRACTS: 3	Cotton spindle set in the north margin of County Road 313 - bearing S 61°37'56" E, 762.55 feet from the most southerly corner of this tract: Observed GPS coordinates based on Texas State Plane Coordinate System, NAD83 (2011) datum, Texas Central Zone No. 4203 N: 10269021.77 E: 3160972.32 Z: 820.52' (NAVD88-Geoid12B)	WBW SINGLE DEVELOPMENT GROUP, LLC—SERIES 128 109 W. 2ND ST., STE. 201 GEORGETOWN, TX 78626 254-953-5353 tmckee@wbdevelopment.com	KEITH A. CALDWELL P.E. NO. 101956 YALGO ENGINEERING 109 W. 2ND ST., STE. 201 GEORGETOWN, TX 78626	COREY SHANNON R.P.L.S. NO. 5967 YALGO ENGINEERING 109 W. 2ND ST., STE. 201 GEORGETOWN, TX 78626		
I	ORIGINAL RELEASE	06/27/2022	JAJ							
PROJECT NUMBER: SW03		CLIENT NAME:								
		WBW SINGLE DEVELOPMENT GROUP, LLC—SERIES 128								
APPROVED BY: KAC		CLIENT LOCATION: GEORGETOWN, TX								
AUTHORIZED BY: WBW										

BFE / FFE TABLE

Lot #	Block #	BFE (ft)	FFE(ft)
1	1	786.05	788.05
33	1	788.11	790.11
34	1	789.55	791.55
35	1	790.34	792.34
36	1	791.08	793.08
37	1	791.76	793.76
38	1	792.37	794.37
39	1	793.00	795.00
40	1	793.27	795.27
41	1	794.00	796.00
42	1	795.25	797.25
43	1	796.00	798.00
44	1	796.00	798.00
45	1	796.68	798.68
46	1	797.00	799.00
47	1	797.10	799.10
58	1	790.15	792.15
59	1	790.15	792.15
60	1	789.98	791.98
61	1	789.90	791.90
62	1	789.55	791.55
63	1	789.00	791.00
64	1	788.57	790.57
65	1	788.00	790.00
66	1	787.58	789.58
67	1	787.45	789.45
68	1	787.37	789.37
69	1	787.28	789.28
70	1	787.10	789.10
71	1	787.00	789.00
72	1	786.60	788.60
73	1	785.97	787.97
74	1	785.24	787.24
75	1	785.01	787.01
1	3	782.20	784.20
2	3	782.20	784.20
3	3	782.20	784.20
4	3	782.20	784.20
5	3	782.20	784.20
22	3	782.20	784.20
23	3	782.20	784.20
24	3	782.20	784.20
25	3	782.20	784.20
26	3	777.77	779.77
27	3	778.13	780.13
28	3	778.31	780.31
29	3	779.18	781.18

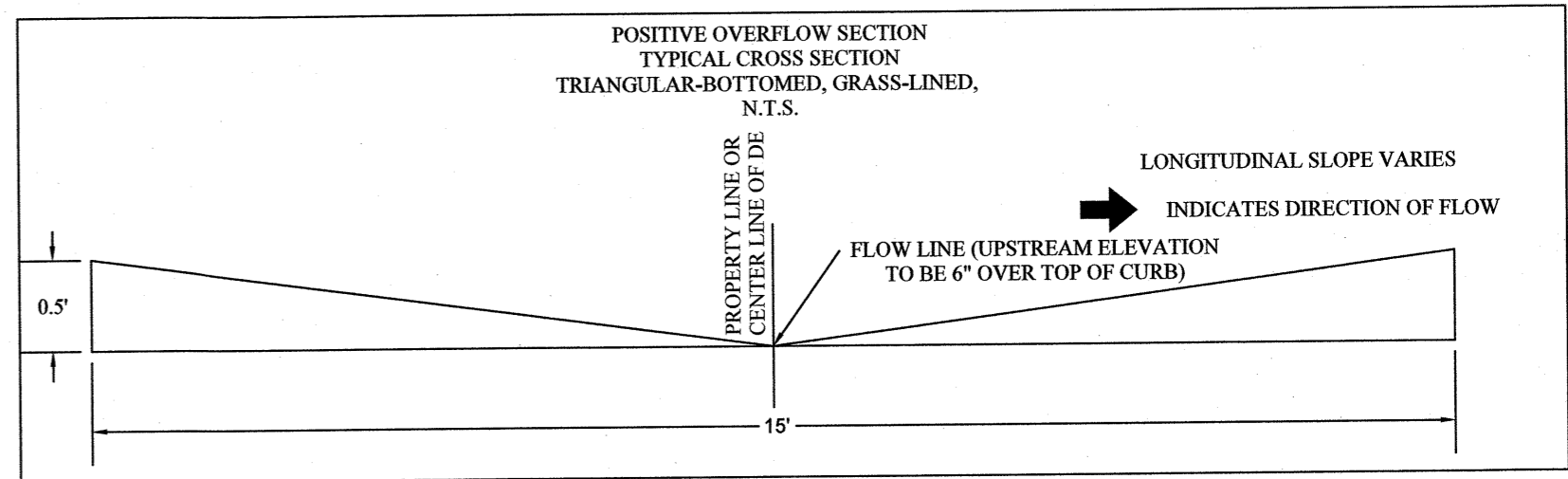
Notes:

- Maintenance responsibility for drainage will not be accepted by the county other than that accepted in connection with draining or protecting the road system. Maintenance responsibility for storm water management controls will remain with the owner.
- Water service is provided by : Jarrell-Schwertner Water Supply corporation. Wastewater service is provided by the City of Jarrell.
- The landowner assumes all risks associated with improvements located in the right-of-way or road widening easements. By placing anything in the right-of-way or road widening easements, the landowner indemnifies and holds the county, its officers and employees harmless from any liability owing to property defects or negligence not attributable to them and acknowledges that the improvements may be removed by the county and that the owner of the improvement shall be responsible for the relocation and/or replacement of the improvements.
- Maximum of 59% impervious cover per lot, otherwise stormwater management controls shall be designed, constructed, and maintained by the owner. If impervious cover is proposed to exceed maximum percentage allowed, contact Williamson County Floodplain Administration to review the stormwater management controls proposed on lot.
- 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.
- Residential driveways are to be located no closer to the corner of intersecting rights of way than 60 percent of the parcel frontage or 50 feet, whichever is less.
- The bearings recited hereon are grid bearings derived from GPS observations based on the Texas State Plane Coordinate System, NAD1983 (2011) datum, Texas Central Zone No. 4203. All distances are horizontal ground distances. The average Combined Correction Factor (CCF) is 0.9998522. Grid distance = Ground Distance x CCF. Permanent iron rods set for corner are 1/2 inch iron rods with cap marked "YALGO 6200", unless otherwise noted herein. All coordinates can be referenced to a benchmark described as cotton spindle set in the north margin of County Road 313, bearing N 68° 32' 31" W, 492.74 feet from the most southerly corner of this tract. Observed GPS coordinates for said "X" in concrete benchmark are N=10269021.77, E=3160972.32 Z=820.52' (NAVD88-Geoid12A).
- Except in certain isolated areas required to meet accessibility requirements, the minimum lowest finished floor elevation shall be one foot higher than the highest spot elevation that is located within five feet outside the perimeter of the building, or one foot above the BFE, whichever is higher.
- A de facto certificate of compliance is hereby issued for all lots within this subdivision. This certificate is valid until such time as FEMA revises or newly adopts floodplain boundaries in this area.
- No buildings, fences, landscaping or other structures and / or obstructions which impede flow are permitted within the drainage easements shown.
- Property owner shall provide for access to drainage easements as may be necessary and shall not prohibit access by regulatory authorities.
- All easements on private property shall be maintained by the property owner or their assigns.
- This subdivision is not located within the contributing zone of the Edwards Aquifer.
- Building setback lines shall be in accordance with setbacks shown hereon, applicable owner restrictions recorded in county records or applicable ordinances.
- No structure or improvement on any lot in this subdivision shall be occupied until connected to a water supply system approved by the Texas Commission on Environmental Quality.
- No structure or improvement on any lot in this subdivision shall be occupied until connected to a wastewater collection system approved by the Texas Commission on Environmental Quality.
- It is the responsibility of the owner, not the County, to assure compliance with the provisions of all applicable state, federal and local laws and regulations relating to the platting and development of this property. The County assumes no responsibility for the accuracy of representations by other parties in this plat. Floodplain data, in particular, may change. It is further understood that the owners of the tract of land covered by this plat must install at their own expense all traffic control devices and signage that may be required before the roads in the subdivision have finally been accepted for maintenance by the County.
- Water and wastewater systems serving this subdivision shall be designed and installed in accordance with the design and construction standards of the Texas Commission on Environmental Quality or Williamson County. Plans and specifications shall be submitted to TCEQ and other agencies as appropriate at the time such plans are prepared.
- All streets are to be dedicated for public use.
- Driveway access to lots within this subdivision from side streets is prohibited.
- Improvements within the county road right-of-way including, but not limited to, landscaping, irrigation, lighting, custom signs, is prohibited without first obtaining an executed license agreement with Williamson County.
- 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
- The owner shall create a mandatory homeowners association that shall be responsible for the maintenance and liability of any landscaping, irrigation, sidewalks, illumination, subdivision identification signs, water quality features, etc. placed within the Williamson County right-of-way. This homeowners association shall have assessment authority to insure the proper funding for the maintenance.
- In approving this plat by the Commissioner's Court of Williamson County, Texas, it is understood that the building of all roads, and other public thoroughfares and any bridges or culverts necessary to be constructed or placed is the responsibility of the owner(s) of the tract of land covered by this plat in accordance with the plans and specifications prescribed by the Commissioner's Court of Williamson County, Texas. Said Commissioner's Court assumes no obligation to build any of the roads, or other public thoroughfares shown on this plat, or of constructing any of the bridges or drainage improvements in connection therewith. The County will assume no responsibility for drainage ways or easements in the subdivision, other than those draining or protecting the road system.
- Tracts A, B, and C shall be owned and maintained by the Home Owners Association and will contain a blanket drainage easement.
- Storm water runoff must flow directly from all adjacent upstream lots to the downstream lots, without impediment or diversion to other lots and this restriction constitutes an easement in favor of the upstream lots for the same. The homebuilder/property owner must ensure that drainage for each individual lot allow storm water to pass from upstream lots to the downstream lots without impediment. This restriction is to be enforced by the HOA/The Village at Schwertner Ranch Residential Community, Inc. pursuant to Sec. 2.14 of the Declaration of Covenants, Conditional and Restrictions recorded in Doc # 2020088555.
- The minimum finished floor elevations (FFE) for lots shown on this plat were determined by a study prepared by Keith Caldwell, P.E. #101956 Yalگو, LLC, Texas Registered Engineering Firm F-10264, dated 09/02/2022.
- No lot within this subdivision may be further subdivided.
- All sidewalks are to be maintained by each of the adjacent property owners.

FINAL PLAT
SCHWERTNER RANCH PHASE III
BEING PART OF THE G. Schneider Survey, Abstract No. 580
WILLIAMSON COUNTY, TEXAS

Portions of this tract are shown to be within a Special Flood Hazard Area per FEMA's Flood Insurance Rate Map (FIRM) Panel for Bell County, Texas Dated December 20, 2019, panel numbers 48491C0150F. The Surveyor does not certify as to the accuracy or inaccuracy of said information and does not warrant, or imply, that structures placed within the Special Flood Hazard Areas shown hereon, or any of the platted areas, will be free from flooding or flood damage.

DRAINAGE EASEMENT NOTE (APPLIES TO AREAS WITH THESE ARROWS →):
To allow for proper drainage conditions, all drainage easements shall be properly graded, maintained free and clear of obstructions, and special positive overflow sections (swales) shall be provided where shown hereon. Positive overflow sections (swales) shall be sloped to provide stormwater flow (i.e., drainage) from the front to rear of Lots 33 & 34 Block 1, and Lots 3 & 4 Block 3, and will be maintained by the lot owner(s).



Road Table						
Name	Design Speed (mph)	Length (ft)	ROW Width (ft)	Pavement Width (ft)	Classification	Designation
Anconia Court	25	411	50	30	Local	Public
Rearden Boulevard	35	1198	60	37	Collector	Public
Willers Lane	25	816	50	30	Local	Public
Wyatt Way	25	2277	50	30	Local	Public

REV.	DESCRIPTION	DATE	BY
1	ORIGINAL RELEASE	06/27/2022	JAJ
PROJECT NUMBER: SW03		CLIENT NAME:	
APPROVED BY: KAC		WBW SINGLE DEVELOPMENT GROUP, LLC—SERIES 128	
AUTHORIZED BY: WBW		CLIENT LOCATION: GEORGETOWN, TX	

PROJECT INFORMATION	BENCHMARK	OWNER INFORMATION	ENGINEER INFORMATION	SURVEYOR INFORMATION
TOTAL SIZE: 63.26 ACRES TOTAL BLOCKS: 3 TOTAL LOTS: 133 TOTAL TRACTS: 3	Cotton spindle set in the north margin of County Road 313 - bearing S 61°37'56" E, 762.55 feet from the most southerly corner of this tract: Observed GPS coordinates based on Texas State Plane Coordinate System, NAD83 (2011) datum, Texas Central Zone No. 4203 N: 10269021.77 E: 3160972.32 Z: 820.52' (NAVD88-Geoid12B)	WBW SINGLE DEVELOPMENT GROUP, LLC—SERIES 128 109 W. 2ND ST., STE. 201 GEORGETOWN, TX 78626 254-953-5353 tmckee@wbdevelopment.com	KEITH A. CALDWELL P.E. NO. 101956 YALGO ENGINEERING 109 W. 2ND ST., STE. 201 GEORGETOWN, TX 78626	COREY SHANNON R.P.L.S. NO. 5967 YALGO ENGINEERING 109 W. 2ND ST., STE. 201 GEORGETOWN, TX 78626
Yalگو, LLC 109 W. 2ND ST., STE. 201 GEORGETOWN, TX 78626 PH (254) 953-5353 FX (254) 953-5057 Texas Registered Engineering Firm F-10264 Texas Registered Surveying Firm 10194095				

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

We, WBW SINGLE DEVELOPMENT GROUP, LLC—SERIES 128, sole owner of the certain 63.26 ACRES tract of land shown hereon and described in a deed recorded in Document # 2022121566, 10/25/2022 of the Official Records of Williamson County, Texas, and do hereby state that there are no lien holders of the certain tract of land, and do hereby subdivide, said tract as shown hereon, and do hereby consent to all plat note requirements shown hereon, and do hereby forever dedicate to the public the roads, alleys, rights-of-way, easements and public places shown hereon for such public purposes as Williamson County may deem appropriate, and do hereby state that all public roadways and easements as shown on this plat are free of liens. This subdivision is to be known as SCHWERTNER RANCH PHASE III.

TO CERTIFY WHICH, WITNESS by my hand this 10th day of January, 2023.

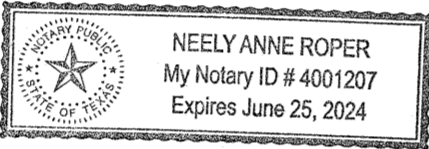
WBW SINGLE DEVELOPMENT GROUP, LLC—SERIES 128,
a Texas Series Limited Liability Company

By: Bruce Whitis, President

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

This instrument was acknowledged before me on January 10, by Bruce Whitis, in his capacity as President of WBW Single Development Group, LLC—Series 128, a separate series of WBW Single Development Group, LLC, a Texas series limited liability Company, on behalf of said series.

Neely Anne Roper
Notary Public, State of Texas



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

I, Corey Shannon, Registered Professional Land Surveyor in the State of Texas, do hereby certify that to the best of my knowledge and belief, this plat is true and correctly made from an actual survey made on the ground of the property legally described hereon, and that there are no apparent discrepancies, conflicts, overlapping of improvements, visible utility lines or roads in place, except as shown on the accompanying plat, and that the corner monuments shown thereon were properly placed under my supervision in accordance with the subdivision regulations of the Williamson County, Texas.

TO CERTIFY WHICH, WITNESS my hand and seal at Georgetown, Williamson County, Texas, this 12th day of January, 2023

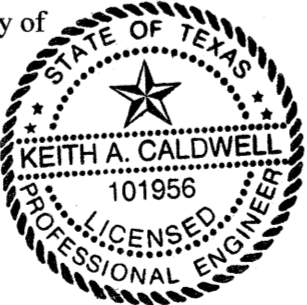
Corey Shannon
COREY SHANNON
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 5967



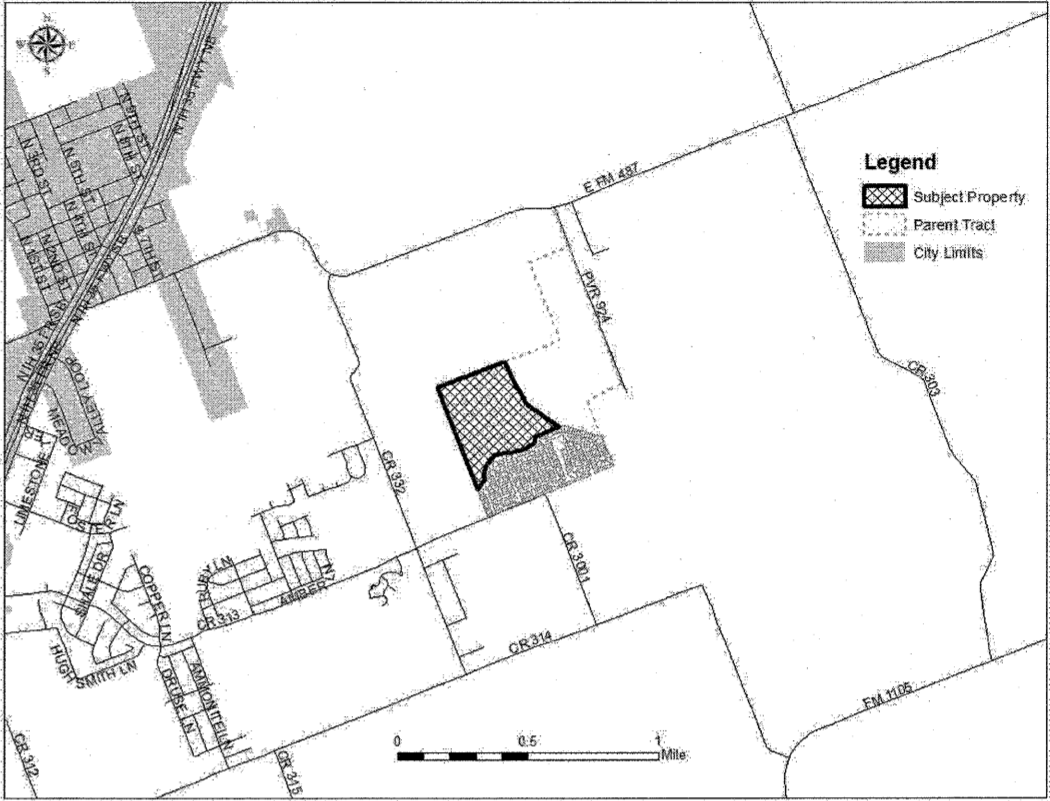
I, Keith A. Caldwell, am authorized under the laws of the State of Texas to practice the profession of engineering and hereby certify that to the best of my knowledge and belief, this plat complies with the applicable ordinance of Williamson County, Texas and that portions of this subdivision are contained within the 100 year flood plain as identified on the Federal Emergency Management Agency flood insurance rate map, community panel number 48491C0150F, dated December 20, 2019 for Williamson County, Texas.

TO CERTIFY WHICH, WITNESS my hand and seal at Georgetown, Williamson County, Texas, this 10th day of January, 2023

Keith A. Caldwell
KEITH A. CALDWELL
REGISTERED PROFESSIONAL
ENGINEER NO. 101956



FINAL PLAT
SCHWERTNER RANCH PHASE III
BEING PART OF THE G. Schneider Survey, Abstract No. 580
WILLIAMSON COUNTY, TEXAS



VICINITY MAP
NOT TO SCALE

Road name and address assignments verified this the 13th day of January, 2023 A. D.

Teresa Baker Teresa Baker
Williamson County Addressing Coordinator

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

I, Bill Gravell, Jr., County Judge of Williamson County, Texas, do hereby certify that this map or plat, with field notes hereon, for a subdivision having been fully presented to the Commissioner's Court of Williamson County, Texas, and by the said Court duly considered, were on this day approved and that this plat is authorized to be registered and recorded in the proper records of the County Clerk of Williamson County, Texas.

Bill Gravell, Jr., County Judge
Williamson County, Texas

Date

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

I, Nancy E. Rister, Clerk of the County Court of said County, do hereby certify that the foregoing instrument in writing, with its certificate of authentication was filed for record in my office on the ___ day of ___, 20___, A.D., at ___ o'clock, __M., and duly recorded this the ___ day of ___, 20___, A.D., at ___ o'clock, __M., in the Official Public Records of said County in 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 E. Rister, Clerk County Court
of Williamson County, Texas

By: _____, Deputy

REV.	DESCRIPTION	DATE	BY	PROJECT INFORMATION	BENCHMARK	OWNER INFORMATION	ENGINEER INFORMATION	SURVEYOR INFORMATION	Yalgo, LLC	SHEET
				TOTAL SIZE: 63.26 ACRES TOTAL BLOCKS: 3 TOTAL LOTS: 133 TOTAL TRACTS: 3	Cotton spindle set in the north margin of County Road 313 - bearing S 61°37'56" E, 762.55 feet from the most southerly corner of this tract: Observed GPS coordinates based on Texas State Plane Coordinate System, NAD83 (2011) datum, Texas Central Zone No. 4203 N: 10269021.77 E: 3160972.32 Z: 820.52' (NAVD88-Geoid12B)	WBW SINGLE DEVELOPMENT GROUP, LLC—SERIES 128 109 W. 2ND ST., STE. 201 GEORGETOWN, TX 78626 254-953-5353 tmckee@wbdevelopment.com	KEITH A. CALDWELL P.E. NO. 101956 YALGO ENGINEERING 109 W. 2ND ST., STE. 201 GEORGETOWN, TX 78626	COREY SHANNON R.P.L.S. NO. 5967 YALGO ENGINEERING 109 W. 2ND ST., STE. 201 GEORGETOWN, TX 78626	109 W. 2ND ST., STE. 201 GEORGETOWN, TX 78626 PH (254) 953-5353 FX (254) 953-5057 Texas Registered Engineering Firm F-10264 Texas Registered Surveying Firm 10194095	5 OF 5
1	ORIGINAL RELEASE	06/27/2022	JAJ							
PROJECT NUMBER: SW03		CLIENT NAME:								
		WBW SINGLE DEVELOPMENT GROUP, LLC—SERIES 128								
APPROVED BY: KAC		CLIENT LOCATION: GEORGETOWN, TX								
AUTHORIZED BY: WBW										

Commissioners Court - Regular Session**28.****Meeting Date:** 01/24/2023

C and L charts

Submitted For: Rebecca Clemons**Submitted By:** Rebecca Clemons, Human Resources**Department:** Human Resources**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on adopting attached Law Enforcement (L) and Corrections (C) charts, implementation dates for changes, medical stipends, and any other compensation related items.

Background

These charts were drafted based on the amended peer market salary study. We will have several implementation dates for the Court to consider, along with cost estimates. All positions will be placed on the Commissioners Court agenda, with corresponding line item transfers, for approval once an implementation date has been approved. We also have a proposal for changes to the medical stipends since they are currently included on a level on the C chart, and we would like to remove them and pay them as we do other stipends. We would also like to discuss other compensation related items including, but not limited to, B chart LE positions and changes to current stipends.

Fiscal Impact

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

Attachments

Cchartdraft

Lchartdraft

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Rebecca Clemons

Final Approval Date: 01/18/2023

Reviewed By

Becky Pruitt

Date

01/18/2023 01:08 PM

Started On: 01/17/2023 01:03 PM

C CHART - Effective FY23 (HR Proposed)

CORRECTIONS OFFICER	C1-1	C1-2	C1-3	C1-4	C1-5	C1-6	C1-7	C1-8	C1-9	C1-10	C1-11	C1-12	C1-13	C1-14
	\$51,000.00	\$54,570.00	\$56,752.80	\$59,022.91	\$60,203.37	\$61,407.44	\$62,635.59	\$63,888.30	\$65,166.06	\$66,469.39	\$67,798.77	\$69,154.75	\$70,537.84	\$71,948.60
	7%		4%	4%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%
CORRECTIONS PEACE OFFICER	C2-1	C2-2	C2-3	C2-4	C2-5	C2-6	C2-7	C2-8	C2-9	C2-10	C2-11	C2-12	C2-13	C2-14
	\$60,231.00	\$64,447.17	\$67,025.06	\$69,706.06	\$71,100.18	\$72,522.18	\$73,972.63	\$75,452.08	\$76,961.12	\$78,500.34	\$80,070.35	\$81,671.76	\$83,305.19	\$84,971.30
	7%		4%	4%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%
CORRECTIONS SERGEANT	C3-1	C3-2	C3-3	C3-4	C3-5	C3-6	C3-7	C3-8	C3-9	C3-10	C3-11	C3-12	C3-13	C3-14
			\$71,865.00	\$74,739.60	\$77,729.18	\$79,283.77	\$80,869.44	\$82,486.83	\$84,136.57	\$85,819.30	\$87,535.69	\$89,286.40	\$91,072.13	\$92,893.57
				4%	4%	2%	2%	2%	2%	2%	2%	2%	2%	2%
CORRECTIONS LIEUTENANT	C4-1	C4-2	C4-3	C4-4	C4-5	C4-6	C4-7	C4-8	C4-9	C4-10	C4-11	C4-12	C4-13	C4-14
					\$88,795.00	\$90,570.90	\$92,382.32	\$94,229.96	\$96,114.56	\$98,036.85	\$99,997.59	\$101,997.54	\$104,037.49	\$106,118.24
						2%	2%	2%	2%	2%	2%	2%	2%	2%
CORRECTIONS COMMANDER	C5-1	C5-2	C5-3	C5-4	C5-5	C5-6	C5-7	C5-8	C5-9	C5-10	C5-11	C5-12	C5-13	C5-14
							\$109,000.00	\$111,180.00	\$113,403.60	\$115,671.67	\$117,985.11	\$120,344.81	\$122,751.70	\$125,206.74
								2%	2%	2%	2%	2%	2%	2%

**Minor variations may occur due to rounding

L CHART - Effective FY23 (HR Proposed)

DEPUTY - SO & CONSTABLE	L1-1	L1-2	L1-3	L1-4	L1-5	L1-6	L1-7	L1-8	L1-9	L1-10	L1-11	L1-12	L1-13	L1-14
	\$64,552.00	\$69,070.64	\$71,833.47	\$74,706.80	\$77,695.08	\$79,248.98	\$80,833.96	\$82,450.64	\$84,099.65	\$85,781.64	\$87,497.28	\$89,247.22	\$91,032.17	\$92,852.81
	7%	4%	4%	4%	4%	2%	2%	2%	2%	2%	2%	2%	2%	2%
SERGEANT - SO & CONSTABLE / SERGEANT INVESTIGATOR	L3-1	L3-2	L3-3	L3-4	L3-5	L3-6	L3-7	L3-8	L3-9	L3-10	L3-11	L3-12	L3-13	L3-14
					\$85,968.00	\$91,985.76	\$95,665.19	\$99,491.80	\$101,481.63	\$103,511.27	\$105,581.49	\$107,693.12	\$109,846.98	\$112,043.92
					7%	4%	4%	4%	2%	2%	2%	2%	2%	2%
LIEUTENANT CONSTABLE / DEPUTY CHIEF INVESTIGATOR	LA-1	LA-2	LA-3	LA-4	LA-5	LA-6	LA-7	LA-8	LA-9	LA-10	LA-11	LA-12	LA-13	LA-14
							\$96,500.00	\$103,255.00	\$107,385.20	\$111,680.61	\$113,914.22	\$116,192.50	\$118,516.35	\$120,886.68
							7%	4%	4%	4%	2%	2%	2%	2%
LIEUTENANT SO	L4-1	L4-2	L4-3	L4-4	L4-5	L4-6	L4-7	L4-8	L4-9	L4-10	L4-11	L4-12	L4-13	L4-14
							\$98,967.00	\$105,894.69	\$110,130.48	\$114,535.70	\$116,826.41	\$119,162.94	\$121,546.20	\$123,977.12
							7%	4%	4%	4%	2%	2%	2%	2%
CHIEF DEPUTY CONSTABLE	LB-1	LB-2	LB-3	LB-4	LB-5	LB-6	LB-7	LB-8	LB-9	LB-10	LB-11	LB-12	LB-13	LB-14
							\$103,000.00	\$110,210.00	\$114,618.40	\$119,203.14	\$121,587.20	\$124,018.94	\$126,499.32	\$129,029.31
							7%	4%	4%	4%	2%	2%	2%	2%
COMMANDER SO	L5-1	L5-2	L5-3	L5-4	L5-5	L5-6	L5-7	L5-8	L5-9	L5-10	L5-11	L5-12	L5-13	L5-14
							\$118,534.00	\$123,275.36	\$128,206.37	\$133,334.63	\$136,001.32	\$138,721.35	\$141,495.78	\$144,325.69
**Minor variations may occur due to rounding							4%	4%	4%	2%	2%	2%	2%	2%

Commissioners Court - Regular Session**29.****Meeting Date:** 01/24/2023

Update on County & City 175th Celebration Mural

Submitted By: Connie Odom, Public Information Office**Department:** Public Information Office**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider, and take appropriate action on an update regarding the Williamson County and City of Georgetown 175th Birthday Celebration mural.

Background

Williamson County's 175th Birthday Celebration Committee is working with the Georgetown Arts & Culture Board to add a 175th Celebration mural to the 9th Street side of the county's offices at 901 S. Austin Avenue. The call for entries yielded 17 submissions which were scored by the Arts & Culture Board, and then a finalist was chosen by the Arts and Culture Board and a Subcommittee of the Williamson County's 175th Birthday Celebration Committee. The Arts & Culture Board requested a few minor revisions to add more local elements which are incorporated into this design. The Georgetown City Council will be discussing the MOU for the mural easement and the mural easement at their meeting on January 24, 2023, and then it will come before the Commissioners Court at a later date.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

175th Celebration Mural Design

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Connie Odom

Final Approval Date: 01/19/2023

Reviewed By

Becky Pruitt

Date

01/19/2023 10:29 AM

Started On: 01/19/2023 08:35 AM

EXHIBIT “B”

Artist’s design selected on January 17th 2023 by the City of Georgetown Arts and Culture Board in collaboration with Williamson County and 175th Celebration stakeholders: “Still Making History” by Yasaman Mehrsa.



Design Concept Statement

“For this mural project, I envision a scene that includes the later part of the 19th century of Williamson County on one side and the modern life of the City of Georgetown on the other side that includes the image of a train – an icon that is important to past and future development of the County – as well as the importance of conserving natural resources, which is just as much relevant today as it was historically.

As I was reading about the history and development of the area, I learned that agriculture played a major role in economic growth in the eastern part of the county. On the other hand, the western part was urbanized to a faster pace of life.

Considering the theme of “Still Making History”, I would like to combine the old and new days of Williamson County and the City of Georgetown by including some historical sites (courthouse and old Masonic Lodge), new buildings, agricultural fields, farmhouses, trees (cedar, oak), plants, Red-tailed Hawk, and the San Gabriel River.”

Commissioners Court - Regular Session**30.****Meeting Date:** 01/24/2023

Mierl Engagement

Submitted For: Bill Gravell**Submitted By:** Hal Hawes, County Judge**Department:** County Judge**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action approving the engagement of the law firm of Cornell Smith Mierl Brutocao Burton, LLP to represent Williamson County in relation to labor and employment matters and assigned litigation; and exemption of these services from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personal or professional services, as set forth under Tex. Loc. Gov't Code § 262.024(a)(4).

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

CSMBB Engagement Letter

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Hal Hawes

Final Approval Date: 01/19/2023

Reviewed By

Becky Pruitt

Date

01/19/2023 10:30 AM

Started On: 01/19/2023 10:10 AM



Steven Mierl
512-334-2247
smierl@cornellsmith.com

January 16, 2023

Hal C. Hawes
General Counsel
Williamson County Commissioners Court
710 Main Street, Suite 200
Georgetown, Texas 78626

Re: Engagement Agreement

Dear Hal:

Please know that I am extremely proud to have professionally worked with Williamson County since 1998 – 25 years. It's been an honor to advise and defend the County, its elected officials and employees in so many important matters over the years. As I mentioned, our firm has not raised or adjusted our rate for the County since 2005. However, since that time our cost of operations in central Texas have more than doubled. I very much appreciate the County's consideration in updating our fee arrangement. We look forward to continuing to provide the County with the best possible legal representation and counsel.

Fundamental to a sound relationship is a clear understanding of the terms and conditions upon which we will continue to provide legal services. Accordingly, the purpose of this letter is to clarify and confirm these terms and conditions.

Scope of Services

We have been asked to provide ongoing general labor and employment legal advice, compliance guidance, training, and related consultations for the County. While this letter is intended to address the legal services described above, these terms and conditions will also apply to any additional legal services that we may agree to provide that are outside the initial scope of our representation.

Staffing

I will be the attorney primarily responsible for the representation. When questions or comments arise about our services, staffing, billings, or other aspects of our representation, please contact me. My direct telephone number is 512.334.2247, and our main line is 512.328.1540.

We intend to provide quality legal services in an efficient and economical manner. This necessitates involving other Firm attorneys with the requisite expertise, and paralegals, who are not attorneys but are experienced in the preparation of documents and the completion of various tasks.



Responsibilities

In reliance upon information and guidance provided by you, we will provide legal counsel and assistance in accordance with this letter, keep you reasonably informed of progress and developments on those matters, and respond to your inquiries. You agree to be reasonably available and to cooperate with us regarding the handling of these matters.

Either at the beginning or during the course of our representation, we may express our opinions or beliefs concerning the matter or various courses of action and the results that might be anticipated. Any such statement made by any partner or employee of our Firm is intended to be an expression of opinion only, based on information available to us at the time, and must not be construed by you as a promise or guarantee of any particular result. No guarantees are possible in matters such as this.

Fees, Disbursements, and Other Charges

Our fees will be based on the amount of time spent by attorneys and paralegals on your matter. Each lawyer and paralegal have an hourly billing rate based generally on his or her experience and any special expertise. The rate multiplied by the time spent on your behalf, measured in tenths of an hour, will be evaluated by the billing attorneys as the basis for determining the fee.

I will be the primary attorney working with you. My discounted billing rate for the County is \$435 per hour (currently \$475 to \$495/hr.). At times I may utilize other attorneys in our office when cost or time effective. Our associate and senior attorney rates range between \$275 and \$325 per hour, and our paralegal rates range between \$100 and \$150 per hour, depending on the level of experience and nature of work. Our rates are adjusted from time to time generally to reflect increased experience and special expertise of the attorneys and paralegals and inflationary cost increases affecting our practice, and the adjusted rates will apply to all services performed thereafter.

In addition to our fees, you will be responsible to pay all third-party costs and expenses incurred by the Firm in connection with its representation including, without limitation, filing fees, fees of third-party consultants or other experts, expenses of delivery, copying and similar service. If requested by the Firm, you will pay directly to vendors their normal costs and expenses incurred on your behalf. In the event you require that we utilize a specific vendor, you will make payments direct to such vendor. We will charge you for expenses reasonably incurred in connection with this matter for services performed in-house, such as photocopying, special deliveries, and other similar services.

Each month we will furnish you with a statement describing our services rendered and separately showing disbursements and other charges in a format and with such detail as you and we may agree. If separate accounts or sub-matters are needed for billing different divisions or subsidiaries, please let me know. There often is an unavoidable delay in reporting disbursements and other charges, and



therefore not all disbursements and charges may be billed at the same time as the related legal services. You agree to pay invoices within 30 days of receipt of such invoices.

Deposit

We have not required a deposit or retainer at this time. In the event the firm is asked to undertake more significant projects or representation in litigation, we may require a retainer at that time, to be mutually agreed between us.

Client Contact

You will be the primary contact for this engagement, and the Firm will act pursuant to instructions received from you.

Document Retention

We will retain all original documents furnished to us by you in our client files. At the conclusion of this matter, it will be your obligation to advise us which, if any, of the original documents in our files are to be returned to you. Non-original documents are generally stored electronically at our firm, and we may or not keep hard copies of non-original documents. We may keep hard or electronic copies for our records to the extent we deem advisable. Any documents we retain with remain in our files for a limited period of time and ultimately will destroy them in accordance with our retention program then in effect. Please note that the Firm's work product is the property of the Firm.

Conflicts of Interest

As of the date of this letter, the Firm has conducted a search of its other client relationships in order to determine whether this representation would create a conflict of interest in connection with any other attorney-client relationships of the Firm. Notwithstanding that fact, issues involving the legal affairs of other Firm clients, while not perceived to be present now, could arise such that the interests of other Firm clients and you may become adverse at a future date. In the event this occurs, the Firm could not represent you in a matter adverse to another Firm client, and you would be required to retain new counsel to represent its interests in such matter. In such event, the Firm will spend sufficient time with replacement counsel to educate them in relation to the status of the engagement, to the extent of the Firm's involvement, at no cost or expense to you.

Dispute Resolution and Binding Arbitration

This engagement letter, and the relationship between you and this Firm (including any dispute), shall be governed by the laws of the State of Texas. At either party's request, any and all disputes arising under or relating to this contract or the engagement and legal services to be rendered, including, but not limited to, fee disputes, legal malpractice claims, claims of fraud, constructive fraud, breach of fiduciary



duties, breach of contract, deceptive trade practice, or any others, will be submitted to binding arbitration in Travis County, Texas. Both the Firm and you agree to this exclusive remedy, and to be bound by the results of arbitration. You understand that you have the right to consult independent counsel regarding this provision, and any or all other provisions of this Agreement. The Firm and you are both waiving and relinquishing our right to a jury trial in any and all disputes between us.

Complaints to State Bar

The State Bar of Texas requires we advise you as follows:

“The State Bar investigates and prosecutes professional misconduct committed by Texas attorneys. Although not every complaint against or dispute with a lawyer involves professional misconduct, the State Bar Office of General Counsel will provide you with information about how to file a complaint. For more information, you may call 1-800-932-1900. This is a toll-free call.”

If this letter correctly reflects your understanding of the terms and conditions of our representation, please confirm your acceptance by signing a copy in the space provided below and return it to me. Upon acceptance, these terms and conditions will apply retroactively to the date we first performed services on your behalf. If this letter is not signed and returned, you will be obligated to pay us the reasonable value of any services we may have performed on your behalf.

We are pleased to have this opportunity to be of service and to work with you.

Sincerely,
S/Steven Mierl

Steven Mierl
Partner

I read and understand the terms and conditions set forth in this letter and agree to them:

Signature: _____

Printed Name: _____

Date: _____



Commissioners Court - Regular Session**31.****Meeting Date:** 01/24/2023

NACO BA Rev 1.24.23

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 the NACo Prescription Discount Card Program.

Background

Williamson County has participated in the free medication discount card program made available through NACo since July 2008. This program provides to consumers an average discount of 24% on medications not available through insurance programs, and may be made available to any County resident, without regard to income. There is no cost to participating counties. The contracted pharmacy benefits manager recoups cost through manufacturer rebate programs. Williamson County and Cities Health District (WCCHD) acts as the County's agent to administer the program, receive the bulk delivery of cards, and manage distribution. The NACo Board of Directors has approved a proposal which will allow counties to receive revenue through the NACo Prescription Discount Card Program. On April 24, 2012, Williamson County Commissioners approved a revised contract allowing revenue sharing, and approved for program revenues to be paid to WCCHD as reimbursement for locally administering the program.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.370500	Miscellaneous Revenue	\$431.00

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Melanie Denny

Final Approval Date: 01/17/2023

Reviewed By

Becky Pruitt

Date

01/17/2023 02:03 PM

Started On: 01/17/2023 10:11 AM

Commissioners Court - Regular Session**32.****Meeting Date:** 01/24/2023

NACO BA Exp 1.24.23

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 the NACo Prescription Discount Card Program.

Background

Williamson County has participated in the free medication discount card program made available through NACo since July 2008. This program provides to consumers an average discount of 24% on medications not available through insurance programs, and may be made available to any County resident, without regard to income. There is no cost to participating counties. The contracted pharmacy benefits manager recoups cost through manufacturer rebate programs. Williamson County and Cities Health District (WCCHD) acts as the County's agent to administer the program, receive the bulk delivery of cards, and manage distribution. The NACo Board of Directors has approved a proposal which will allow counties to receive revenue through the NACo Prescription Discount Card Program. On April 24, 2012, Williamson County Commissioners approved a revised contract allowing revenue sharing, and approved for program revenues to be paid to WCCHD as reimbursement for locally administering the program.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0630.004921	Co Wide Rx Disc Card Program	\$431.00

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Melanie Denny

Final Approval Date: 01/17/2023

Reviewed By

Becky Pruitt

Date

01/17/2023 02:03 PM

Started On: 01/17/2023 10:11 AM

Commissioners Court - Regular Session**33.****Meeting Date:** 01/24/2023

DA BA Rev 1.24.23

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 the District Attorney's Office from State Judiciary Apportionment Funds.

Background

Apportionment funds are appropriated by the State. These funds may be used for salaries, travel and expenses of assistant prosecutors, investigators and administrative staff. These funds can be used for certain day-to-day expenses of the office as outlined in Governmental Code Section 46.0031.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.335602	Dist Atty Salary Supplement	\$7,500.00

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Melanie Denny

Final Approval Date: 01/17/2023

Reviewed By

Becky Pruitt

Date

01/17/2023 02:03 PM

Started On: 01/17/2023 10:36 AM

Commissioners Court - Regular Session**34.****Meeting Date:** 01/24/2023

DA BA Exp 1.24.23

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 the District Attorney's Office from State Judiciary Apportionment Funds.

Background

Apportionment funds are appropriated by the State. These funds may be used for salaries, travel and expenses of assistant prosecutors, investigators and administrative staff. These funds can be used for certain day-to-day expenses of the office as outlined in Governmental Code Section 46.0031.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0440.001940	Apportionment Supplement	\$6,088.17
	0100.0440.002010	FICA	\$465.75
	0100.0440.002020	Retirement	\$946.08

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Melanie Denny

Final Approval Date: 01/17/2023

Reviewed By

Becky Pruitt

Date

01/17/2023 02:04 PM

Started On: 01/17/2023 10:37 AM

Commissioners Court - Regular Session**35.****Meeting Date:** 01/24/2023

Retention request

Submitted By: Richard Semple, Information Technology**Department:** Information Technology**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider, and take appropriate action on a policy exception request from Information Technology to transfer funding within their departmental budget to Analyst 1.PCN.2035 that exceeds the 10% cap per the retention policy.

Background

The current position has a salary of \$71,466.20. The department would like to offer an increase of \$13,682.74, to bring the new salary total to \$85,148.94, for approximately a 19% increase. The new salary offered would still be substantially lower than the pending job offer. If approved, a line-item transfer would be on the Commissioners Court agenda for approval next week. No additional funds are needed as the additional funds are on a vacant position (PCN.0955).

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Richard Semple

Final Approval Date: 01/18/2023

Reviewed By

Becky Pruitt

Date

01/18/2023 08:44 AM

Started On: 01/17/2023 04:35 PM

Commissioners Court - Regular Session**36.****Meeting Date:** 01/24/2023

Discuss, consider and take appropriate action on the employment of Employee #13014 in the position Asst. to General Counsel.0719.001100

Submitted For: Russ Boles**Submitted By:** Kelley Hernandez, Commissioner Pct. #4**Department:** Commissioner Pct. #4**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on the employment of Employee #13014 in the position Asst. to General Counsel. 0719.001100.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Kelley Hernandez

Final Approval Date: 01/19/2023

Reviewed By

Becky Pruitt

Date

01/19/2023 09:09 AM

Started On: 01/19/2023 08:51 AM

Commissioners Court - Regular Session**37.****Meeting Date:** 01/24/2023

Stryker PowerPro XT MTS Ambulance Cots, PowerLoad MTS Cot Fasteners and Accompanying Maintenance

Submitted For: Joy Simonton**Submitted By:** Gretchen Glenn, Purchasing**Department:** Purchasing**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider, and take appropriate action on approving the purchase of Stryker PowerPro XT MTS Ambulance Cots, PowerLoad MTS Cot Fasteners and accompanying maintenance agreement from Stryker Medical in the amount of \$302,934.87 exempting the purchase from competitive bidding under Texas Local Government Code 262.024 (a)(7)(D) [Captive Replacement Parts or Components of Equipment] and authorizing the execution of this agreement.

Background

Williamson County EMS is looking to purchase two (2) Stryker Power PRO XT MTS (cots/stretchers) and seven (7) Stryker Power Load MTS floor plates (cot fasteners) to be installed into newly purchased ambulances and make them compatible and interchangeable with existing hardware as well as uniform with current ambulances. The cot fastener system helps boost safety by supporting the cot throughout loading and unloading. The accompanying maintenance agreement covers all repairs, parts, and annual preventative maintenance for such equipment for a total of seven (7) years. By purchasing these items prior to January 31, 2023, the County will save approximately 9% before prices increase. The total cost for both the equipment and maintenance is \$302,934.87. Funding is 01.0100.0540.005000. Point of Contact is Mike Knipstein.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

PowerPro.PowerLoad Quote

Maintenance Quote

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Gretchen Glenn

Final Approval Date: 01/19/2023

Reviewed By

Joy Simonton

Becky Pruitt

Date

01/19/2023 11:02 AM

01/19/2023 11:11 AM

Started On: 01/18/2023 04:08 PM



New Trucks 2022

Quote Number: [REDACTED]

Version: 1/10/2022

Prepared For: Williamson County, a political subdivision
of the State of Texas

Remit to: **Stryker Medical**

P.O. Box 93308

Chicago, IL 60673-3308

Rep: Heidi McGregor

Email: heidi.mcgregor@stryker.com

Phone Number:

Quote Date:

Expiration Date: 01/31/2023

Delivery Address

Name: Siddons Martin

Account #: 1504432

Address: 1362 E Richey Rd

Houston

Texas 77073

End User - Shipping - Billing

Name: WILLIAMSON COUNTY EMS

Account #: 1504432

Address: 3189 SE INNER LOOP

GEORGETOWN

Texas 78626-6388

Bill To Account

Name: WILLIAMSON COUNTY EMS

Account #: 1504432

Address: 3189 SE INNER LOOP

GEORGETOWN

Texas 78626-6388

Equipment Products:

#	Product	Description	Qty	Sell Price	Total
1.0	650605550003	Power-PRO XT MTS High: Dual wheel lock, x-restraint package, retractable head section 02 bottle holder, 3-stage IV pole PR, equipment hook, H/E storage flat, XPS side rail, XPS mattress, Knee-Gatch, Dual compatibility, backrest storage pouch, steer-lock	2	\$23,388.43	\$46,776.86
2.0	639005550003	MTS PWLD EXCLUDES FLOOR PLATE	7	\$24,604.93	\$172,234.51
4.0	77100500	ProCare Power-LOAD Installation	7	\$535.00	\$3,745.00
Equipment Total:					\$222,756.37

Trade In Credit:

Product	Description	Qty	Credit Ea.	Total Credit
TR-SPCOT-PPXT	TRADE-IN-STRYKER POWER COT TOWARDS PURCHASE OF POWERPRO XT	2	-\$2,500.00	-\$5,000.00

Price Totals:

Estimated Sales Tax (0.000%):	\$0.00
Freight/Shipping:	\$2,737.64
Grand Total:	\$217,756.37

Prices: In effect for 30 days



New Trucks 2022

Quote Number: [REDACTED]

Version:

Prepared For: Williamson County, a political subdivision of
the state of Texas

Remit to: **Stryker Medical**
P.O. Box 93308
Chicago, IL 60673-3308
Rep: Heidi McGregor
Email: heidi.mcgregor@stryker.com
Phone Number:

Quote Date:
Expiration Date: 01/31/2023

Terms: Net 30 Days

Contact your local Sales Representative for more information about our flexible
payment options.

Capital Terms and Conditions:

Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule. Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency. A copy of Stryker Medical's Acute Care capital terms and conditions can be found at https://techweb.stryker.com/Terms_Conditions/index.html. A copy of Stryker Medical's Emergency Care capital terms and conditions can be found at <https://www.strykeremergencycare.com/terms>.

Further to the Capital Terms and Conditions, parties acknowledge and agree that:

Shipping shall be FOB Destination.

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

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 customer's rights.

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

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

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

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


Stryker Sales, LLC

Williamson County, a political subdivision of the State of Texas



Williamson County EMS 7yr. Prevent ProCare

Quote Number:

Version:

1

Prepared For:

WILLIAMSON COUNTY , a Political Subdivision of the State of TX

Remit to:

Stryker Medical

P.O. Box 93308

Chicago, IL 60673-3308

Rep:

Dani St. Pierre

Email:

dani.st.pierre@stryker.com

Phone Number:

Quote Date:

01/09/2023

Expiration Date:

01/31/2023

Delivery Address		End User - Shipping - Billing		Bill To Account	
Name:	WILLIAMSON COUNTY	Name:	WILLIAMSON COUNTY	Name:	WILLIAMSON COUNTY
Account #:	1504432	Account #:	1504432	Account #:	1504432
Address:	3189 SE INNER LOOP	Address:	3189 SE INNER LOOP	Address:	3189 SE INNER LOOP
	GEORGETOWN		GEORGETOWN		GEORGETOWN
	Texas 78626-6388		Texas 78626-6388		Texas 78626-6388

ProCare Products:

#	Product	Description	Qty	Start Date	End Date	Sell Price	Total
1.0	71061PT	ProCare Power-PRO Prevent Service: Annual onsite preventive maintenance inspection and unlimited repairs including parts, labor and travel with battery coverage	2	01/09/2023	01/08/2030	\$6,532.25	\$13,064.50
2.0	76011PT	ProCare Power-LOAD Prevent Service: Annual onsite preventive maintenance inspection and unlimited repairs including parts, labor and travel with battery coverage	7	01/09/2023	01/08/2030	\$10,302.00	\$72,114.00
ProCare Total:						\$85,178.50	

Price Totals:

Estimated Sales Tax (0.000%):	\$0.00
Freight/Shipping:	\$0.00
Grand Total:	\$85,178.50
Comments:	



Williamson County - 7yr. Prevent ProCare

Quote Number: [REDACTED]

Version: 1
Prepared For: WILLIAMSON COUNTY , a Political Subdivision of the State of TX

Remit to: Stryker Medical
P.O. Box 93308
Chicago, IL 60673-3308
Rep: Dani St. Pierre
Email: dani.st.pierre@stryker.com
Phone Number:

Quote Date: 01/31/2023
Expiration Date: 01/31/2023

7yr. Prevent ProCare Service
Billing Frequency: Upfront
Serial Numbers TBD- Time Of Sale

Prices: In effect for 30 days
Terms: Net 30 Days

Contact your local Sales Representative for more information about our flexible payment options.

Service Terms and Conditions:
The Terms and Conditions of this quote and any subsequent purchase order of theCustomer are governed by the Terms and Conditions located at <https://techweb.stryker.com/Terms & Conditions/ProCare/ProCare- PRODUCT SERVICE PLAN AGREEMENT 3-1-2021.pdf> as modified between the parties hereto (Jan 2023) and which are attached to this quote.

The terms and conditions referenced in the immediately preceding sentence do not apply where Customer and Stryker are parties to a Master Service Agreement.

STRYKER SALES, LLC, acting through its MEDICAL DIVISION
By: _____
Name: _____
Title: _____
Date: _____, 2023

Williamson County, a political subdivision of the State of Texas
By: _____
Name: _____
Title: _____
Date: _____, 2023

This document sets forth the entire Product Service Plan Agreement ("Agreement") between Stryker Sales, LLC, through its Medical Division, hereinafter referred to as "Stryker", and **Williamson County, a political subdivision of the State of Texas** named on the face of the ProCare Proposal, hereinafter, referred to as the "Customer". This is the entire Agreement and no other oral modifications are valid. This Agreement shall remain in effect unless canceled or modified by either party according to the following terms and conditions. Stryker accepts Customer's order expressly conditioned on Customer's assent to the terms set forth in this document. Customer's order and acceptance of any portion of the services shall confirm Customer's acceptance of these terms. Unless specified otherwise herein, these terms constitute the complete agreement between the parties. Amendments to this document shall be in writing and no prior or subsequent acceptance by Stryker of any purchase order, acknowledgment, or other document from Customer specifying different and/or additional terms shall be effective unless signed by both parties.

1. SERVICE COVERAGE AND TERM

Stryker shall provide to Customer the ProCare Program(s) services (the "Services") as defined on Page 1 of the ProCare Proposal (hereinafter each, a "Service Plan"). The equipment covered under said Service Plan is set forth on the Equipment Schedule attached to the Proposal (the "Equipment"). The Services and the Service Plan(s) are ancillary to and not a complete substitute for the requirements of Customer to adhere to the routine maintenance instructions provided by Stryker, its equipment and operations manuals, and accompanying labels and/or inserts for the Equipment. Customer covenants and agrees that its personnel will follow the instructions and contents of those manuals, labels and inserts. When Equipment or a component is replaced, the item provided in replacement will be the Customer's property (if Customer owns the Equipment) and the replaced item will be Stryker's property. The Service Plan(s) coverage, term, start date, and price of the Services appear on the face of the ProCare Proposal.

2. EQUIPMENT SCHEDULE CHANGES

During the term of the Agreement, upon each party's written consent, additional Equipment may be added to the Equipment Schedule. All additions are subject to the terms and conditions contained herein. The parties shall mutually agree that Stryker shall adjust the charges and modify the Equipment Schedule to reflect any additions.

3. INSPECTION SCHEDULING

Service inspections will be scheduled in advance at a mutually agreed upon time. Equipment not made available at the specified time will be serviced at the next scheduled service inspection unless specific arrangements are made with Stryker. Such arrangements will include travel and other special charges at Stryker's then current rates.

4. INSPECTION ACTIVITY

On each scheduled service inspection, Stryker's Service Representative will inspect each available item of Equipment as required in accordance with Stryker's then current maintenance procedures for said Equipment.

5. CUSTOMER OBLIGATIONS

Customer shall use commercially reasonable efforts to cooperate with Stryker in connection with Stryker's performance of the Services. Customer understands and acknowledges that Stryker Service Representatives will not provide surgical or medical advice, will not practice surgery or medicine, will not come in physical contact with the patient, will not enter the "sterile field" at any time, and will not direct equipment or instruments that come in contact with the patient during surgery. Customer's personnel will refrain from requesting Stryker Service Representatives to take any actions in violation of these requirements or in violation of applicable laws, rules or regulations, Customer policies, or the patient's informed consent. A refusal by Stryker Service Representatives to engage in such activities shall not be a breach of this Agreement. Customer consents to the presence of Stryker Service Representatives in its operating rooms, where applicable, to allow Stryker to provide Services under this Agreement and represents that it will obtain all necessary consents from patients.

6. SERVICE INVOICING

Invoices will be sent on the agreed payment method. All prices are exclusive of state and local use, sales or similar taxes. In states assessing upfront sales and use tax, Customer's payments will be adjusted to include all applicable sales and use tax amortized over the Service Plan term using a rate that preserves for Stryker, its affiliates and /or assigns, the intended economic yield for the transaction described in this Agreement. All invoices issued under this Agreement are to be paid within thirty (30) days of the date of the invoice, or the minimum period as may be established under the Customer's state-mandated regulations. Failure to comply with Net 30 Day (or state regulated) terms will constitute breach of contract and future Service will only be made on a prepaid or COD basis, or until the previous obligation is satisfied, or both. Stryker reserves the right, with no liability to Stryker, to cancel this Agreement due to payment default.

7. PRICE CHANGES

The Service prices specified herein are those in effect as of the date of acceptance of this Agreement and will continue in effect throughout the term of the Service Plan.

8. INITIAL INSPECTION

This Agreement shall be applicable only to such Equipment as listed in the Equipment Schedule, which has been determined by a Stryker's Representative to be in good operating condition upon his/her initial inspection thereof.

9. MAINTENANCE INSPECTION

THIS AGREEMENT MAY INCLUDE PRODUCTS WHICH ARE BEYOND THEIR WARRANTY PERIOD AND TESTED EXPECTED SERVICE LIFE. ANY SUCH PRODUCT WILL BE INSPECTED SOLELY TO DETERMINE IF THE PRODUCT MEETS THE OPERATIONS AND MAINTENANCE MANUAL GUIDELINES FOR THAT PARTICULAR PRODUCT AS OF THE DATE OF INSPECTION. DESPITE ANY SUCH INSPECTION, STRYKER MAKES NO CLAIMS OR ASSURANCES AS TO FUTURE PERFORMANCE, INCLUDING NO EXPRESS OR IMPLIED WARRANTY, FOR ANY PRODUCT WHICH WAS INSPECTED OUTSIDE OF ITS WARRANTY PERIOD OR BEYOND ITS TESTED EXPECTED SERVICE LIFE.

10. SERVICE PLAN WARRANTY AND LIMITATIONS

Stryker represents and warrants that the Services shall be performed in a workmanlike manner and with professional diligence and skill. Services will materially comply with all applicable laws and regulations. During the term of the Service Plan, Stryker will maintain the Equipment in good working condition. Notwithstanding any other provision of this Agreement, the Service Plan does not include repairs or other services made necessary by or related to, the following: (a) abnormal wear or damage caused by misuse or by failure to perform normal and routine maintenance, as set out in the Stryker maintenance manual or operating instructions; (b) accidents; (c) catastrophe; (d) acts of god; (e) any malfunction resulting from faulty maintenance, improper repair, damage and/or alteration by non-Stryker authorized personnel; (f) Equipment on which any original serial numbers or other identification marks have been removed or destroyed; or (g) Equipment that has been repaired with any unauthorized or non-Stryker parts/components. In addition, in order to ensure safe operation of the Equipment, only Stryker accessories should be used. Stryker reserves the right to invalidate the Service Plan if Equipment is used with accessories not manufactured by Stryker.

TO THE FULLEST EXTENT PERMITTED BY LAW, THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION ARE THE ONLY WARRANTIES APPLICABLE TO THE SERVICES AND ARE EXPRESSLY IN LIEU OF ANY OTHER WARRANTY BY STRYKER, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE.

11. WAIVER EXCLUSIONS

No failure to exercise and no delay by Stryker in exercising any right, power or privilege hereunder shall operate as a waiver thereof. No waiver of any breach of any provision by Stryker shall be deemed to be a waiver by Stryker of any preceding or succeeding breach of the same or any other provision. No extension of time by Stryker for performance of any obligations or other acts hereunder or under any other agreement shall be deemed to be an extension of time for performances of any other obligations or any other acts by Stryker.

12. LIMITATION OF LIABILITY

EXCEPT FOR THIRD PARTY DAMAGES RELATED TO STRYKER'S INDEMNITY OBLIGATIONS UNDER SECTION 13, STRYKER'S LIABILITY ARISING UNDER THIS AGREEMENT WILL NOT EXCEED THE AMOUNT OF SERVICE FEES PAID UNDER THE SERVICE PLAN DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THE CLAIM AROSE. IN NO INSTANCE WILL STRYKER BE LIABLE TO CUSTOMER FOR INCIDENTAL, PUNITIVE, SPECIAL, COVER, EXEMPLARY, MULTIPLIED OR CONSEQUENTIAL DAMAGES OR ATTORNEYS' FEES OR COSTS FOR ANY ACTIONS UNDER OR RELATED TO THIS AGREEMENT.

13. INDEMNIFICATION

Stryker shall indemnify and hold harmless Customer from any loss or damage brought by a third party which Customer may suffer directly as a result of the gross negligence or willful misconduct of Stryker or its employees or agents in the course of providing Services. The foregoing indemnification will not apply to any liability arising from: (a) an injury or damage due to the negligence of any person other than Stryker's employee or agent; (b) the failure of any person other than Stryker's employee or agent to follow any instructions outlined in the labeling, manual, and/or instructions for use of the Equipment; (c) the use of any equipment or part not purchased from Stryker or any equipment or any part thereof that has been modified, altered or repaired by any person other than Stryker's employee or agent; or (d) any actions taken or omissions made by any Stryker employee while under the direction or control of Customer's staff. To the extent permitted by state or local laws or regulations, Customer agrees to hold

Stryker harmless from and indemnify Stryker for any claims or losses or injuries arising from (a)-(d) above resulting from Customer's or its employees' or agents' actions.

14. TERM AND TERMINATION

The Agreement shall commence on the date indicated on Page 1 of the Stryker Proposal entered into between the parties and shall continue until Stryker ceases to provide Services or the Agreement is canceled by either party by giving a ninety (90) days prior written notice of any such cancellation to the other party. If this Agreement is canceled during or before the expiration date of the Agreement, Customer will owe for the months covered up to the cancellation date of the Agreement and for any parts, labor, and travel charges, required to maintain Equipment, exceeding that already paid during the Agreement. In the event Customer has pre-paid for the services hereunder, any unused amount as of the date of cancellation shall be returned to the Customer on a pro-rata basis.

15. FORCE MAJEURE

Except for Customer's payment obligations, which may only be delayed and not excused entirely, neither party to this Agreement will be liable for any delay or failure of performance that is the result of any happening or event that could not reasonably have been avoided or that is otherwise beyond its control, provided that the party hindered or delayed immediately notifies the other party describing the circumstances causing delay. Such happenings or events will include, but not be limited to, terrorism, acts of war, riots, civil disorder, rebellions, fire, flood, earthquake, explosion, action of the elements, acts of God, epidemic, pandemic, inability to obtain or shortage of material, parts, equipment or transportation, governmental orders, restrictions, priorities or rationing, accidents and strikes, lockouts or other labor trouble or shortage.

16. INSURANCE REQUIREMENTS

Stryker shall maintain the following insurance coverage during the term of the Agreement: (i) commercial general liability insurance, including products and completed operations liability coverage, with limits of \$1,000,000.00 per occurrence and \$2,000,000.00 annual aggregate covering Stryker's liability for bodily injury, personal injury, and property damage; (ii) commercial automobile liability insurance with a combined single limit of \$1,000,000.00 per accident covering Stryker's liability for bodily injury and property damage arising out of Stryker's use of owned, hired, and non-owned vehicles; and (iii) worker's compensation insurance as required by applicable law and employer's liability insurance subject to limits of \$1,000,000 per accident and \$1,000,000 per employee and policy limit for disease covering Stryker's liability for work-related injuries to all Stryker employees. At Customer's written request, certificates of insurance shall be provided by Stryker prior to commencement of the Services at any premises owned or operated by Customer. Notwithstanding any requirements hereunder to the contrary, to the extent permitted by applicable laws and regulations, Stryker shall be permitted to meet the above requirements through a program of self-insurance.

17. WARRANTY OF NON-EXCLUSION

Each party represents and warrants that as of the Effective Date, neither it nor any of its employees, are or have been excluded terminated, suspended, or debarred from a federal or state health care program or from participation in any federal or state procurement or non-procurement programs. Each party further represents that no final adverse action by the federal or state government has occurred or is pending or threatened against the party, its affiliates, or, to its knowledge, against any employee. Each party also represents that if during the term of this Agreement it, or any of its employees becomes so excluded, terminated, suspended, or debarred from a federal or state health care program or from participation in any federal or state procurement or non-procurement programs, such will promptly notify the other party. Each party retains the right to terminate or modify this Agreement in the event of the other party's exclusion from a federal or state health care program.

18. COMPLIANCE

Stryker, as supplier/servicer, hereby informs Customer of Customer's obligation to make all reports and disclosures required by law or contract, including without limitation properly reporting and appropriately reflecting actual prices paid for each item supplied hereunder net of any discount (including rebates and credits, if any) applicable to such item on Customer's Medicare cost reports, and as otherwise required under the Federal Medicare and Medicaid Anti-Kickback Statute and the regulations thereunder (42 CFR Part 1001.952(h)). Pricing under this Agreement (and each Service Plan) may constitute discounts on the purchase of Services. Customer represents that (i) it shall make all required cost reports, and (ii) it has the corporate power and authority to make or cause such cost reports to be made. To the extent required by law, Customer and Stryker agree to comply with the Omnibus Reconciliation Act of 1980 (P.L. 96Z499) and it's implementing regulations (42 CFR, Part 420). To the extent applicable to the activities of Stryker hereunder, Stryker further specifically agrees that until the expiration of four (4) years after furnishing Services pursuant to this Agreement, Stryker shall make available, upon written request of the Secretary of the Department of Health and Human Services, or upon request of the Comptroller General, or any of their duly authorized representatives, this Agreement and the books, documents and records of Stryker that

are necessary to verify the nature and extent of the costs charged to Customer hereunder. Stryker further agrees that if Stryker carries out any of the duties of this Agreement through a subcontract with a value or cost of ten thousand dollars (\$10,000) or more over a twelve (12) month period, with a related organization, such subcontract shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of such services pursuant to such subcontract, the related organization shall make available, upon written request to the Secretary, or upon request to the Comptroller General, or any of their duly authorized representatives the subcontract, and books and documents and records of such organization that are necessary to verify the nature and extent of such costs. In performance of this Agreement, Stryker shall also comply with all applicable state and federal regulations, including but not limited to discrimination laws.

19. CONFIDENTIALITY

The parties hereto (a) shall hold in confidence this Agreement and the terms and conditions contained herein (including Services Plan pricing) and any information and materials which are related to the business of the other or are designated as proprietary or confidential, herein or otherwise, or which a reasonable person would consider to be proprietary or confidential information; and (b) hereby covenant that they shall not disclose such information to any third party without prior written authorization of the one to whom such information relates. The rights and remedies available to a party hereunder shall not limit or preclude any other available equitable or legal remedies.

20. HIPAA; DATA

(a) Stryker is not a "business associate" of Customer, as the term "business associate" is defined by HIPAA (the Health Insurance Portability and Accountability Act of 1996 and 45 C.F.R. parts 142 and 160-164, as amended). All medical information and/or data concerning specific patients (including, but not limited to, the identity of the patients), derived incidentally during the course of this Agreement, shall be treated by both parties as confidential, and shall not be released, disclosed, or published to any party other than as required or permitted under applicable laws.

(b) Customer acknowledges and agrees that Stryker may use any data arising from or related to the performance or use of the Equipment or Services.

21. MISCELLANEOUS

Neither party may assign or transfer their rights and/or benefits under this Agreement without the prior written consent of the other party, except that either party shall have the right to assign this Agreement or any rights under or interests in this Agreement to any parent, subsidiary or affiliate. All of the terms and provisions of this Agreement shall be binding upon, shall inure to the benefit of, and be enforceable by permitted successors and assigns of the parties to this Agreement. The invalidity, in whole or in part, of any of the foregoing paragraphs, where determined to be illegal, invalid, or unenforceable by a court or authority of competent jurisdiction, will not affect or impair the enforceability of the remainder of the Agreement. This Agreement constitutes the entire agreement between the parties concerning the subject matter of this Agreement and supersedes all prior negotiations and agreements between the parties concerning the subject matter of this Agreement. In the event of an inconsistency or conflict between this Agreement and any purchase order, invoice, or similar document, this Agreement will control. Any inconsistency or conflict between the terms of this Agreement and a Service Plan shall be resolved in favor of the Service Plan. The sections entitled Limitation of Liability, Indemnification, Compliance, Confidentiality and Miscellaneous of this Agreement shall survive its termination or expiration.

23. NO WAIVER OF SOVEREIGN IMMUNITY OR POWERS: Nothing in this agreement will be deemed to constitute a waiver of sovereign immunity or powers of customer, the Williams County Commissioners Court, or the Williamson County Judge.

24. 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 customer's rights.

25. TEXAS PROMPT PAYMENT ACT COMPLIANCE: Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date customer receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by customer in accordance with Texas Government Code Section 2251.025. More specifically, the rate of

interest that shall accrue on a late payment is the rate in effect on September 1 of customer’s fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

26. MEDIATION: The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this Contract.

27. VENUE AND GOVERNING LAW: Venue of this contract shall be Williamson County, Texas, and the law of the State of Texas shall govern.

28. RIGHT TO AUDIT: Stryker agrees that customer or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, upon written request by County, shall have the right to receive copies of any and all books, documents, papers and records of Stryker which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

STRYKER SALES, LLC, acting through its MEDICAL DIVISION		Williamson County, a political subdivision of the State of Texas	
By:		By:	
Name:		Name:	
Title:		Title:	
Date:		Date:	

Commissioners Court - Regular Session**38.****Meeting Date:** 01/24/2023

Approval of Agreement for Sheriff's Office Training Center Perimeter Chain Link Fence with G2 Construction Services, Inc. for Facilities Management

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

Information**Agenda Item**

Discuss, consider, and take appropriate action on authorizing the purchase and service contract #2023119 between G2 Construction Services, Inc. and Williamson County for the Sheriff's Office Training Center Perimeter Chain Link Fence, located at 8160 Chandler Road, Hutto, TX, 78634, in the amount of \$170,000.00, pursuant to TIPS contract #211001 and authorize the execution of the agreement. Funding Source is P573.

Background

This project is for the installation of a chain link fence at the Sheriff's Office Training Center, located at 8160 Chandler Road, Hutto, TX, 78634. The proposal includes demolition and disposal of existing barbwire fence at rear of property. A detailed scope of work in the amount of \$170,000.00 is attached. Funding Source is P573 approved for FY 2023. The department point of contact is Trenton Jacobs.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Construction Contract

Vendor Proposal

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Johnny Grimaldo

Final Approval Date: 01/19/2023

Reviewed By

Joy Simonton

Becky Pruitt

Date

01/18/2023 07:58 PM

01/19/2023 08:40 AM

Started On: 01/18/2023 03:33 PM



CONTRACT FOR GENERAL CONSTRUCTION

PROJECT: Sheriff's Office Training Center Perimeter Chain Link Fence
("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.

RECITALS

WHEREAS, County desires to retain a GC for the **erect chain link fencing around existing training center** (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 **Ninety (90) calendar days** after such commencement date. As such completion date may be extended by approved Change Orders. Unless otherwise specified in writing, GC shall achieve Final Completion within **thirty (30) calendar days** of Substantial Completion. The time set forth for completion of the work is an essential element of the Contract.

3.2 Liquidated Damages.

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

3.2.1

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

3.2.2

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

3.2.3

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

ARTICLE 4 GC REPRESENTATIONS

4.1

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

4.1.1

GC has examined and carefully studied the Contract Documents and the other related data identified in the Bid/Proposal Documents.

4.1.2

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

4.1.3

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

4.1.4

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

4.1.5

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

4.1.6

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

4.1.7

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

4.1.8

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

ARTICLE 5 THE CONTRACT SUM

5.1 Contract Sum.

County shall pay GC for completion of the Work in accordance with the Contract Documents the amount of **One Hundred Seventy Thousand Dollars (\$ 170,000).**

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

Printed Name

Title

Date Signed: _____

COUNTY:

Williamson County, Texas

By: _____
Signature

Printed Name

Title

Date Signed: _____



----- Revised Proposal-----

TIPS 211001

10/18/2022

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 Chain-link Fence Proposal

Job Locations: 8160 Chandler Road Hutto, TX 78634

Scope of Work:

1. Demolition and dispose of 750 LF of existing barbed wire fence at rear of property. Installation of approximately 1,315 LF of 8' + 1 Galvanized Chain-Link Fence. (2) 8' + 1 X 30' opening aluminum chain-link gate all materials of domestic origin. (1) Liftmaster SL-595 Slide Gate Operator with Manual Release. (1) Wireless Keypad for Entry with Pedestal. (3) Loop Cut Wound and Sealed for Safety and Free Exit. (1) Knox Key Switch for Emergency Personnel Entry. All work as per specifications and scope provided by Dwayne Gossett from previous site walk and discussions. Bid is to include all material and labor necessary to complete the scope as per these details.

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 **170,000.00** One hundred seventy thousand dollars and 00/100*****

*** TIPS, Facilities Connect, and Bonding is included in the total.**

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:

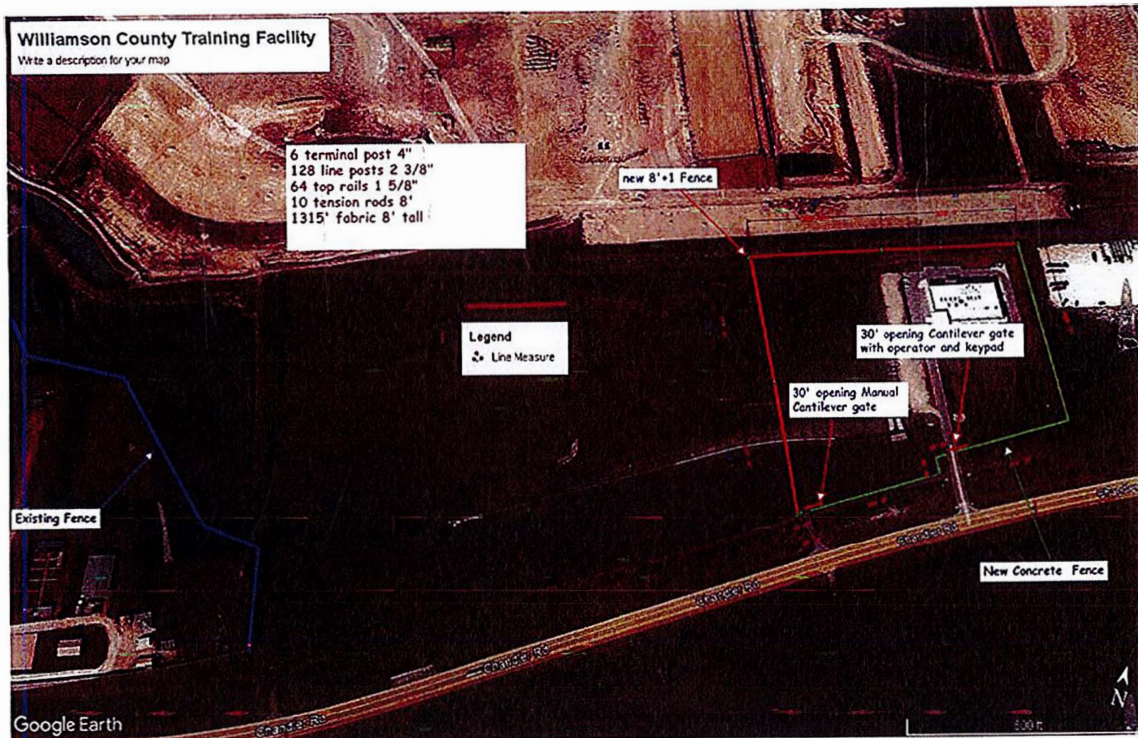
A handwritten signature in blue ink, appearing to read "Shane Gibson", is written over a horizontal line.

3303 Shell Road, Suite 4 Georgetown, TX 78628
Email: sales@g2csinc.com Fax: 512.688.5724 Tel: 512.688.5725
G2 Construction Services, Inc.

EXHIBIT A

CONSTRUCTION DOCUMENTS

Attach Construction Documents below:



Demolition and dispose of 750 LF of existing barbed wire fence at rear of property.

Installation of approximately 1,315 LF of 8' + 1 Galvanized Chain-Link Fence. (2) 8' + 1 X 30' opening aluminum chain-link gates (all materials of domestic origin). (1) Liftmaster SL-595 Slide Gate Operator with Manual Release. (1) Wireless Keypad for Entry with Pedestal. (3) Loop Cut Wound and Sealed for Safety and Free Exit. (1) Knox Key Switch for Emergency Personnel Entry.

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)

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 whom 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.



----- Revised Proposal-----

TIPS 211001

10/18/2022

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 Chain-link Fence Proposal

Job Locations: 8160 Chandler Road Hutto, TX 78634

Scope of Work:

1. Demolition and dispose of 750 LF of existing barbed wire fence at rear of property. Installation of approximately 1,315 LF of 8' + 1 Galvanized Chain-Link Fence. (2) 8' + 1 X 30' opening aluminum chain-link gate all materials of domestic origin. (1) Liftmaster SL-595 Slide Gate Operator with Manual Release. (1) Wireless Keypad for Entry with Pedestal. (3) Loop Cut Wound and Sealed for Safety and Free Exit. (1) Knox Key Switch for Emergency Personnel Entry. All work as per specifications and scope provided by Dwayne Gossett from previous site walk and discussions. Bid is to include all material and labor necessary to complete the scope as per these details.

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 **170,000.00** One hundred seventy thousand dollars and 00/100*****

*** TIPS, Facilities Connect, and Bonding is included in the total.**

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: _____

A handwritten signature in blue ink, appearing to read "Shane Gibson", is written over a horizontal line.

3303 Shell Road, Suite 4 Georgetown, TX 78628
Email: sales@g2csinc.com Fax: 512.688.5724 Tel: 512.688.5725
G2 Construction Services, Inc.

Final Estimate
G2 Construction Services Inc. - 211001

Estimator: Heath Hinton

Williamson County - Training Facility Chain Link Fence - 01.06.22

Estimate Scope: Demolition and disposal of 750' of existing fence
Installation of 1315' of new 8' +1' Galvanized Chainlink Fence
2 - 30' Cantilever gates with associated operators and accessories.

Division Summary (MF04)

01 - General Requirements	\$46,392.00	26 - Electrical	\$9,012.00
02 - Existing Conditions	\$9,853.70	27 - Communications	
03 - Concrete	\$1,676.00	28 - Electronic Safety and Security	\$645.00
04 - Masonry		31 - Earthwork	\$7,973.00
05 - Metals		32 - Exterior Improvements	\$120,339.60
06 - Wood, Plastics, and Composites		33 - Utilities	\$6,192.00
07 - Thermal and Moisture Protection		34 - Transportation	
08 - Openings		35 - Waterway and Marine Transportation	
09 - Finishes		41 - Material Processing and Handling Equipment	
10 - Specialties		44 - Pollution Control Equipment	
11 - Equipment		46 - Water and Wastewater Equipment	
12 - Furnishings		48 - Electric Power Generation	
13 - Special Construction		Alternate	
14 - Conveying Equipment		Trades	
21 - Fire Suppression		Assemblies	
22 - Plumbing		FMR	
23 - Heating, Ventilating, and Air-Conditioning (HVAC)		MF04 Total (Without totalling components)	\$202,083.30
25 - Integrated Automation			

Totalling Components

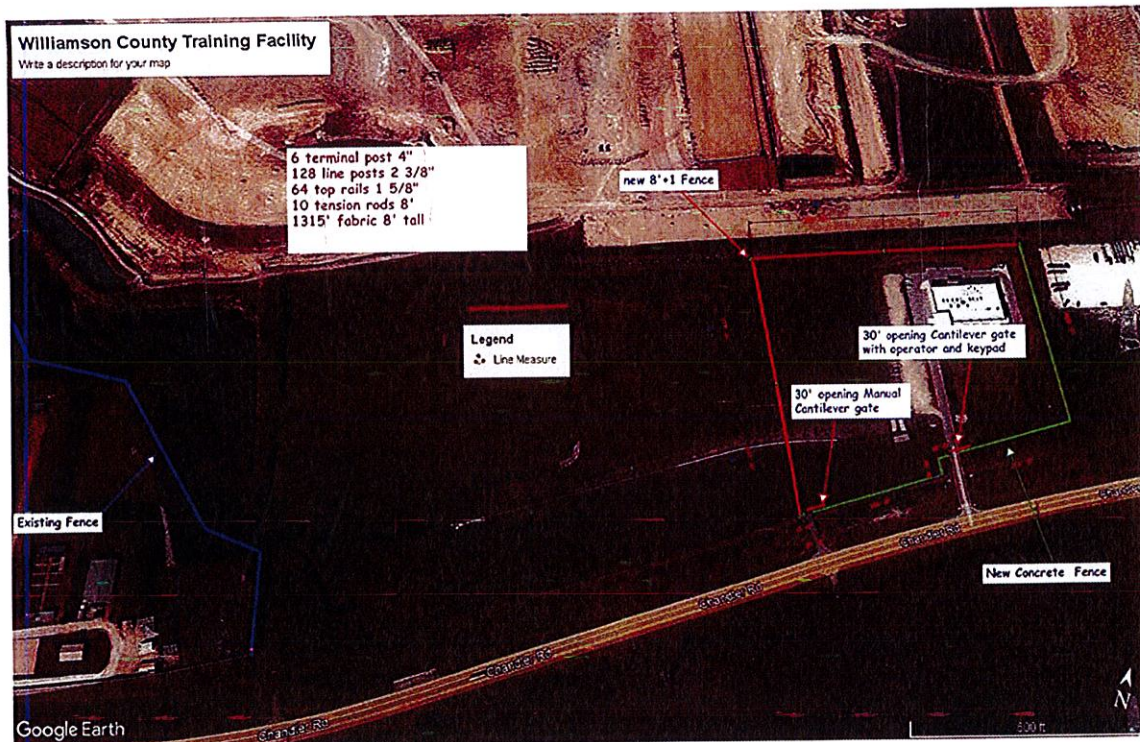
Priced Line Items	\$202,083.30	Nonpriced Line Items	
RSMeans AUSTIN, TX CCI 2022Q4, 89.40%	\$(21,420.83)	Nonpriced Contractors Coefficient (30.0000%)	
Contractors Coefficient (-5.0000%)	\$(9,033.12)		

Grand Total **\$171,629.35**

EXHIBIT A

CONSTRUCTION DOCUMENTS

Attach Construction Documents below:



Demolition and dispose of 750 LF of existing barbed wire fence at rear of property.

Installation of approximately 1,315 LF of 8' + 1 Galvanized Chain-Link Fence. (2) 8' + 1 X 30' opening aluminum chain-link gates (all materials of domestic origin). (1) Liftmaster SL-595 Slide Gate Operator with Manual Release. (1) Wireless Keypad for Entry with Pedestal. (3) Loop Cut Wound and Sealed for Safety and Free Exit. (1) Knox Key Switch for Emergency Personnel Entry.

Commissioners Court - Regular Session**39.****Meeting Date:** 01/24/2023

Approval of Agreement for Sheriff's Office Administration Renovations with G2 Construction Services, Inc. for Facilities Management

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

Information**Agenda Item**

Discuss, consider, and take appropriate action on authorizing the purchase and service contract #2023126 between G2 Construction Services, Inc. and Williamson County for the Sheriff's Office Administration Renovations, in the amount of \$165,000.00, pursuant to TIPS contract #211001 and execution of the agreement.

Background

This project is for the renovation of the offices of the Sheriff's Office Administration, located at 306 W. 4th Street, Georgetown, TX, 78626. The proposal includes the material and labor for the renovation of said offices as well as the installation of a Level 3 Bullet Resistant Window. A detailed scope of work in the amount of \$165,000.00 is attached. Funding Source is 01.0100.1008.004509, approved for FY2023 and the point of contact is Dwayne Gossett.

Fiscal Impact

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

Attachments

Construction Contract

Vendor Proposal

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Johnny Grimaldo

Final Approval Date: 01/19/2023

Reviewed By

Joy Simonton

Becky Pruitt

Date

01/18/2023 08:40 PM

01/19/2023 08:36 AM

Started On: 01/18/2023 03:33 PM



CONTRACT FOR GENERAL CONSTRUCTION

PROJECT: Sheriff's Office Administration Renovations ("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 **renovate existing administration area of existing Sheriff's Office** (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 Eighty (180) calendar days** after such commencement date. As such completion date may be extended by approved Change Orders. Unless otherwise specified in writing, GC shall achieve Final Completion within **thirty (30) calendar days** of Substantial Completion. The time set forth for completion of the work is an essential element of the Contract.

3.2 Liquidated Damages.

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

3.2.1

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

3.2.2

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

3.2.3

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

ARTICLE 4 GC REPRESENTATIONS

4.1

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

4.1.1

GC has examined and carefully studied the Contract Documents and the other related data identified in the Bid/Proposal Documents.

4.1.2

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

4.1.3

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

4.1.4

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

4.1.5

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

4.1.6

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

4.1.7

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

4.1.8

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

ARTICLE 5 THE CONTRACT SUM

5.1 Contract Sum.

County shall pay GC for completion of the Work in accordance with the Contract Documents the amount of **One Hundred Sixty-Five Thousand Dollars (\$ 165,000)**.

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

Printed Name

Title

Date Signed: _____

COUNTY:

Williamson County, Texas

By: _____

Signature

Printed Name

Title

Date Signed: _____

EXHIBIT A

CONSTRUCTION DOCUMENTS

Alterations and renovations to the Wilco Sheriff's Admin office as per attached scope/drawings dated 11/3/22. Bid is to include all material and labor necessary to complete the scope as per these details, which was discussed at the last site visit.

Level 3 Bullet Resistant Window Assembly has a lead time of IO -12 weeks from opening confirmation date.



---Revised Proposal---
TIPS 211001

12/21/2022

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 Sheriff's Office Renovations
Job Locations: 306 W. 4th Street Georgetown, TX 78626

Scope of Work:

1. Alterations and renovations to the Wilco Sheriff's Admin office as per attached scope/drawings dated 11/3/22. Bid is to include all material and labor necessary to complete the scope as per these details, which was discussed at the last site visit.
 - **Level 3 Bullet Resistant Window Assembly has a lead time of 10 -12 weeks from opening confirmation date. With this being said, this will be a two phase project.**

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 **165,000.00** One Hundred sixty-five thousand dollars and 00/100***

*** TIPS fees and Bonding is included in the total.**

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:

A blue ink signature of Shane Gibson, consisting of a stylized 'S' and 'G' followed by a horizontal line.

Commissioners Court - Regular Session**40.****Meeting Date:** 01/24/2023

22IFB126 - Samsung Highway (Previously Future County Rd) (CR 404 to FM 973) Change Order #1

Submitted By: Julissa Vasquez, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider, and take appropriate action regarding Change Order No. 1 in the amount of \$41,260.00 for Project 22IFB126 - Samsung Highway (Previously Future County Rd) (CR 404 to FM 973) (Chasco Construction) P: 619 Funding Source: Road Bond.

Background

This Change Order adds two new pay items to the Contract for installing a 4' X 2' box culvert (Culvert EE) and related wingwalls/headwalls. The work was shown in the plans but was not included in the bid tab.

This Change Order also removes the SET (TY 1) (S=5FT) (HW=3FT) (6:1) (C) item from the Contract. The work was removed from the plans, but the items were left in the bid tab.

These changes are due to the plan revisions made prior to bidding when the tie-in to FM 973 was eliminated from this Contract.

Multiple items will be added by this Change Order. Please see attached Change Order.

This Change Order results in a net increase of \$41,260.00 to the Contract amount, for an adjusted Contract total of \$11,331,189.00. The original Contract amount was \$11,289,929.00. As a result of this and all Change Orders to-date, \$41,260.00 has been added to the Contract, resulting in an 0.37% net increase in the overall Contract cost.

Fiscal Impact

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

Attachments

22IFB126-FCR_CO#1

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Julissa Vasquez

Final Approval Date: 01/19/2023

Reviewed By

Becky Pruitt

Date

01/19/2023 08:21 AM

Started On: 01/11/2023 02:42 PM

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 1

1. CONTRACTOR: Chasco

2. Change Order Work Limits: Sta. 334+00 to Sta. 334+25

3. Type of Change(on federal-aid non-exempt projects): Minor (Major/Minor)

4. Reasons: 1B (3 Max. - In order of importance - Primary first)

Project: 22IFB126

Roadway: Future Co. Rd.

CSJ
Number: _____

5. Describe the work being revised:

1B. Design Error or Omission. Other: This Change Order adds two items to the Contract for installing a 4' x 2' box culvert (EE) and related wingwalls/headwalls. The work was shown in the plans but not included in the bid tab. This Change Order also removes SET (TY 1) (S=5ft)(HW=3FT) (6:1) (C) item. The work was removed from the plans but the item was left in the bid tab. These plan revisions were made prior to bidding due to outstanding items on the TxDOT permit for the work at the FM 973 tie-in.

6. Work to be performed in accordance with Items: See Attached.

7. New or revised plan sheet(s) are attached and numbered: N/A

8. New Special Provisions/Specifications to the contract are attached: ☐ Yes ☒ No

9. New Special Provisions to Item N/A No. N/A, Special Specification Item N/A are attached.

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

The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change.

THE CONTRACTOR Date 12/15/2022

By _____

Typed/Printed Name Charles King

Typed/Printed Title VP / CFO

The following information must be provided

Time Ext. #: 0 Days added on this CO: 0

Amount added by this change order: \$41,260.00

RECOMMENDED FOR EXECUTION:

[Signature] 12/15/2022
Project Manager Date

N/A
Design Engineer Date

Christen Eschberger 1/18/23
for Program Manager Date

Design Engineer's Seal:

County Commissioner Precinct 1 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 2 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 3 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 4 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Judge Date
☐ APPROVED

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 1

Project # 22IFB126

TABLE A: Force Account Work and Materials Placed into Stock[illegible]

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
462-6003	PRECAST CONCRETE BOX CULVERT (4FT X 2FT)	LF	\$410.00	0.00	\$0.00	81.00	81.00	\$33,210.00	\$33,210.00
466-6150	WINGWALL (FW-0) HW=3 FT	EA	\$7,025.00	0.00	\$0.00	2.00	2.00	\$14,050.00	\$14,050.00
467-6173	SET (TY 1)(S=5 FT)(HW=3 FT)(6:1) (C)	EA	\$3,000.00	2.00	\$6,000.00	(2.00)	0.00	\$0.00	(\$6,000.00)
TOTALS					\$6,000.00			\$47,260.00	\$41,260.00

CHANGE ORDER REASON(S) CODE CHART

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

Williamson County Road Bond Program

**Future County Road
Williamson County Project No. 22IFB126**

**Change Order No. 1
Reason for Change**

This Change Order adds two new pay items to the Contract for installing a 4' X 2' box culvert (Culvert EE) and related wingwalls/headwalls. The work was shown in the plans but was not included in the bid tab..

This Change Order also removes the SET (TY 1) (S=5FT) (HW=3FT) (6:1) (C) item from the Contract. The work was removed from the plans but the items were left in the bid tab.

These changes are due to the plan revisions made prior to bidding when the tie-in to FM 973 was eliminated from this Contract, due to outstanding items on the TxDOT permit.

The following new items will be added by this Change Order.

ITEM	DESCRIPTION	QTY	UNIT
462-6003	PRECAST CONCRETE BOX CULVERT (4FT X 2FT)	81	LF
466-6150	WINGWALL (FW-0) HW=3FT	2	EA

This Change Order results in a net increase of \$41,260.00 to the Contract amount, for an adjusted Contract total of \$11,331,189.00. The original Contract amount was \$11,289,929.00. As a result of this and all Change Orders to-date, \$41,260.00 has been added to the Contract, resulting in an 0.37% net increase in the overall Contract cost.

HNTB Corporation

Oscar Salazar-Bueno, P.E.



P.O. Box 1057
 Round Rock, TX 78680
 (512) 244-0600
 Fax (512) 244-6085

11/18/2022

JOB #22100 - FUTURE CR

CP #2

ITEM	DESC CODE	DESCRIPTION	UNIT	PLAN QTY	REV QTY	DELTA	UNIT PRICE	EXTENSION
462	6003	PRECAST CONCRETE BOX CULVERT (4 FT X 2 FT)	LF	0	81.0	81.0	\$410.00 ✓	\$ 33,210.00
466	6150	WINGWALL (FW-0) HW=3 FT	EA	0	2.0	2.0	\$7,025.00 ✓	\$ 14,050.00
467	6173	SET (TY 1)(S=5 FT)(HW=3 FT)(6:1)©	EA	2	0.0	(2.0)	\$3,000.00 ✓	\$ (6,000.00)
TOTAL								\$ 41,260.00

Prices are comparable to current projects and TxDOT bid averages.

¹ Refer to the Technical Specifications section for a description of the specific reference number.

Commissioners Court - Regular Session**41.****Meeting Date:** 01/24/2023

Oncor Reimbursement Agreement

Submitted For: Charlie Crossfield**Submitted By:** Charlie Crossfield, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on a letter agreement with Oncor regarding a reimbursement for the Union Pacific Railroad license rush fee as a part of the County's proposed transportation upgrade and extension at FM 3349 and US 79. Funding Source; Road Bonds P332

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Oncor Agreement

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 01/19/2023

Reviewed By

Becky Pruitt

Date

01/19/2023 08:28 AM

Started On: 01/18/2023 02:40 PM

Sheets & Crossfield, PLLC

ATTORNEYS AT LAW

309 East Main Street • Round Rock, TX 78664-5246

Phone 512-255-8877 • Fax 512-255-8986

don@scrlaw.com

January 17, 2023

Paul Lawler
Oncor Electric Delivery Company, LLC
1616 Woodall Rodgers Fwy, Suite 4C-036
Dallas, Texas 75202

RE: FM 3349 at US 79—Williamson County
Reimbursement Agreement for FM 3349 at US 79 Facilities Relocation

Dear Paul Lawler:

Please allow this letter to set out the understanding for the reimbursement agreement between Oncor Electric Delivery Company, LLC (“Oncor”) and Williamson County, Texas (“County”) as part of the County’s proposed transportation upgrade and extensions at FM3349 and US 79 (“Project”). The parties hereby agree as follows:

- a. County shall pay Oncor \$10,055.00 in reimbursement for the Union Pacific Railroad license rush fee pursuant to Exhibit A attached hereto; and
- b. In exchange for County’s reimbursement of \$10,055.00 for the Union Pacific Railroad license rush fee, Oncor shall expedite the Union Pacific Railroad Relocation permit for the relocation of facilities for the Project.

If this meets with your understanding of our agreement, please execute where indicated below and return it to me for approval and execution by the County. Thank you for your assistance with this matter.

Very Truly Yours,

Don Childs

Don Childs
Sheets & Crossfield, P.C.

Oncor Electric Delivery Company, LLC

WILLIAMSON COUNTY, TEXAS

By: _____ Date _____
Bill Gravell
County Judge

EXHIBIT A



Utility Contracts System

Page Generated: 03/04/2022 11:13

Utility Installation - New Application (Step 6 of 6)

Applicants must complete all application fields. To save your application progress and return at a later time, click the "next" button. Failure to click the "next" button will result in a loss of all data previously entered. To send your final application, you must click the "submit" button.

Step 1 Contact	Step 2 Licensee	Step 3 Installation / Location	Step 4 Attach Documents	Step 5 Pay and Submit	Step 6 Acknowledgment
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Application ID: 2056840 New - Crossing: Underground Wireline Over 750V**Application ID: 2056840**

As a reminder, due to COVID-19, Union Pacific is unable to guarantee our normal response times. We will make every effort to review and respond to Tier 1 Rush requests within 10 business days (normally 5) and to Tier 2 Rush requests within 20 business days (normally 15). Again, all application and Rush fees are non-refundable once paid. We appreciate your understanding during this time.

Thank you for submitting your application. Before the review process can begin, you must submit payment of the application fees.

Real Estate Reference Number: 0783173**Invoice Number: 318622304****Payment Information:**

Application Fee (Crossing):	\$755.00
Tier 1 Rush:	\$10,055.00
Total:	\$10,810.00

Allow 30-45 days for review for maintenance and crossing applications and document preparation. Allow 90-120 days for encroachment review and document preparation.

If you were unable to download your plan set or other information feel free to email them to the appropriate manager referencing the Real Estate Reference Number provided to you.

If you are mailing a check, [print this confirmation page](#) and mail it with the application fee.

Payments must be mailed with a copy of your confirmation page to:

Union Pacific Railroad Company
12567 Collections Center Drive
Chicago, IL 60693

Please include the invoice number on your check! Invoice Number: 318622304

Finish

Commissioners Court - Regular Session**42.****Meeting Date:** 01/24/2023

CR 255 Purchase Contract

Submitted For: Charlie Crossfield**Submitted By:** Charlie Crossfield, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on a real estate contract with Hunter Anderson for 0.598 acres needed as right of way on CR 255 (Parcel 46). Funding Source: Long Range Transportation P457

Background

Fiscal Impact

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

Attachments

contract

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 01/19/2023

Reviewed By

Becky Pruitt

Date

01/19/2023 08:29 AM

Started On: 01/18/2023 02:43 PM

REAL ESTATE CONTRACT

CR 255 Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **HUNTER ANDERSON** (referred to in this Contract as "Seller", whether one or more) and **WILLIAMSON COUNTY, TEXAS** (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

All of that certain 0.598-acre (26,048 square foot) tract of land, out of and situated in the James Northcross Survey, Abstract No. 478, in Williamson County, Texas, being a portion of that certain called 4.981-Acre tract of land conveyed to Hunter Anderson in a Deed dated January 31, 2022 and recorded in Document No. 2022013286 of the official public records of Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 46**);

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements and fixtures situated on and attached to the Property described herein not otherwise retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II PURCHASE PRICE

Purchase Price

2.01. The Purchase Price for the Property interests described in Exhibit "A", any improvements thereon, and any damage to or cost of cure for the remaining property of Seller shall be the sum of SEVENTY THOUSAND TWO HUNDRED THIRTY-NINE and 00/100 Dollars (\$70,239.00).

Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash or other readily available 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**

4.01. Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's knowledge:

(a) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than previously disclosed to Purchaser.

(b) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof.

4.02. The Property is being conveyed to Purchaser under threat of condemnation.

**ARTICLE V
CLOSING**

Closing Date

5.01. The Closing shall be held at the office of Longhorn Title Company on or before February 28, 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 the right of way Property described in Exhibit "A", conveying such interest in and to the portion of the Property free and clear of any and all monetary liens and restrictions, except for the following:

- (a) General real estate taxes for the year of closing and subsequent years not yet due and payable.
- (b) Any exceptions approved by Purchaser pursuant to Article III hereof; and
- (c) Any exceptions approved by Purchaser in writing.

(2) The Deed shall be in the form as shown in Exhibit "B" attached hereto and incorporated herein.

(3) Provide reasonable assistance as requested, at no cost to Seller, to cause the Title Company to deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, in Grantee's favor in the full amount of the Purchase Price, insuring Purchaser's contracted interests in and to the permanent interests being conveyed in the Property subject only to 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".

(4) Deliver to Purchaser possession of the Property.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

- (a) Pay the cash portion of the Purchase Price.

Prorations

5.04. General real estate taxes for the then current year relating to the portion of the Property conveyed in fee shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing but shall otherwise remain the obligation of Seller to satisfy. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. Agricultural roll-back taxes, if any, which directly result from this Contract and conveyance shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

- (1) Owner's Title Policy and survey to be paid by Purchaser.
- (2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.
- (3) All other closing costs shall be paid by Purchaser.
- (4) Attorney's fees paid by each respectively.

ARTICLE VI BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

ARTICLE VII BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the

Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made, then Seller shall receive the amount of \$500 as liquidated damages for any failure by Purchaser.

ARTICLE VIII MISCELLANEOUS

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

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

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10 This Contract shall be effective as of the date it is approved by the Williamson County commissioners' court, which date is indicated beneath the County Judge's signature below.

Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

[signature page follows]

SELLER:



Hunter Anderson

Date: 1-16-2023

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
County Judge

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

Date: _____

EXHIBIT "A"



P. O. Box 324
Cedar Park, Texas 78630-0324
(512) 259-3361
T.B.P.L.S. Firm No. 10103800

**0.598 ACRE RIGHT-OF-WAY PARCEL NO. 46
HUNTER ANDERSON
PORTION OF
WILLIAMSON COUNTY, TEXAS**

A DESCRIPTION OF 0.598 ACRES (APPROXIMATELY 26,048 SQ. FT.) IN THE JAMES NORTHCROSS SURVEY, ABSTRACT NO. 478, WILLIAMSON COUNTY, TEXAS, BEING A PORTION THAT CERTAIN CALLED 4.981 ACRE TRACT OF LAND CONVEYED TO HUNTER ANDERSON, IN A DEED DATED JANUARY 31, 2022 AND RECORDED IN DOCUMENT NO. 2022013286 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 0.598 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½ inch iron rod with plastic cap marked "RPLS 5784" found in the East right-of-way line of County Road 289 (right-of-way width varies), for the Northwest corner of the herein described tract, the Northwest corner of said Hunter Anderson tract, the Southwest corner of a called 10.431 acre tract of land as described in the deed conveyed to Daniel Weaver Anderson of record in Document No. 2016014757, Official Public Records Williamson County, Texas, from which a ½ inch iron rod bears North 20°59'40" West a distance of 656.62 feet;

THENCE North 69°02'28" East with the North line of said called 4.981 acre Anderson tract and the South line of said 10.431 acre Anderson tract a distance of 80.31 feet to the Northeast corner of the herein described tract a set ½ inch iron rod with cap marked "Walker 5283" from which a ½ inch iron with a plastic cap marked "RPLS 5704" found at the Northeast corner of said called 4.981 acre Anderson tract and the Southeast corner of said called 10.431 acre Anderson tract bears North 69°02'28" East a distance of 602.64 feet;

THENCE South 21°23'39" East across said called 4.981 Anderson tract a distance of 266.35 feet to a ½ inch iron rod with cap marked "Walker 5283" set at the beginning of a curve to the right;

THENCE continuing across said called 4.981 acre Anderson tract with said curve to the

right an arc distance of 53.57 feet (having a radius of 6,568.00 feet, a chord bearing of South 21°09'38" East, a chord distance of 53.57 feet, and a delta angle of 00°28'02") to the southeast corner of the herein described tract a ½ inch iron rod with cap marked "Walker 5283", set in the South line of said called 4.981 acre Anderson tract, and the most westerly North line of a tract conveyed to DWA Rocking A Ranch LTD, recorded in document no.: 2000085833, Official Public Records, Williamson County, Texas, from which a ½ inch iron rod with cap marked "RPLS 5184" found at the Southeast corner of said called 4.981 acre Anderson tract and an interior corner of said DWA Rocking A Ranch LTD tract bears North 69°01'11" East a distance of 590.86 feet;

THENCE South 69°01'11" West with the south line of said called 4.981 Anderson tract and the most westerly North line of said DWA Rocking A ranch tract a distance of 82.38 feet to the Southwest corner of the herein described tract a ½ inch iron rod with cap "Unreadable" found in the East right-of-way line of County Road 289, at the southwest corner of said called 4.981 acre Anderson tract and the most southerly northwest corner of said DWA Rocking A Ranch tract;

THENCE North 20°56'45" West with the East right-of-way line of said County Road 289, and the West line of said called 4.981 acre Anderson tract a distance of 74.91 feet to an angle point;

THENCE North 20°59'46" West with the East right-of-way line of said County Road 289, and the West line of said called 4.981 acre Anderson tract a distance of 245.03 feet to the **POINT OF BEGINNING**, containing 0.598 acres of land more or less.

All bearings, distances, coordinates, and areas shown are The Texas Coordinate System of 1983 (NAD83), Texas Central Zone, based on GPS solutions from the National Geodetic Survey (NGS) On-Line Positioning User Service (OPUS). Attachments: Survey Drawing No. 075054-02-PARCEL 46.

"PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS THE FINAL SURVEY DOCUMENT."

Charles G. Walker Date
Registered Professional Land Surveyor
State of Texas No. 5283
Walker Texas Surveyors, Inc.
T.B.P.L.S. FIRM NO. 10103800

SKETCH TO ACCOMPANY A DESCRIPTION OF 0.598 ACRES (APPROXIMATELY 26,048 SQ. FT.) IN THE JAMES NORTH CROSS SURVEY, ABSTRACT NO. 478, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN TRACT OF LAND CONVEYED TO HUNTER ANDERSON, IN A DEED DATED JANUARY 31, 2022, AND RECORDED IN DOCUMENT NO. 2022013286 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

LINE	BEARING	DISTANCE
L1	N 20°59'46" W	245.03'
L2	N 69°02'28" E	80.31'
L3	S 21°23'39" E	266.35'
L4	S 69°01'11" W	82.38'
L5	N 20°56'45" W	74.91'

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	6568.00'	53.57'	53.57'	S 21°09'38" E	0°28'02"

LEGEND

- 1/2" IRON ROD WITH "WALKER 5283" CAP SET
- 1/2" IRON ROD FOUND (UNLESS NOTED OTHERWISE)
- _{M-H-S} 1/2" IRON ROD FOUND WITH CAP MARKED "MATKIN-HOOVER-SURVEY&ENG"
- △ CALCULATED POINT
- P.R.W.C.T. PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS
- O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
- O.R.W.C.T. OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
- X— FENCE LINE
- () RECORD INFORMATION

ALL BEARINGS, DISTANCES, COORDINATES AND AREAS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), TEXAS CENTRAL ZONE, BASED ON GPS SOLUTIONS FROM THE NATIONAL GEODETIC SURVEY (NGS) ON-LINE POSITIONING USER SERVICE (OPUS).

COMBINED SCALE FACTOR = 0.999849624
(FOR SURFACE TO GRID CONVERSION)

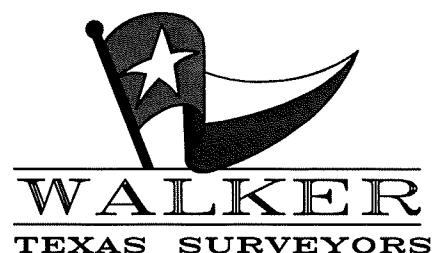
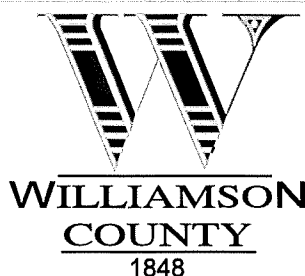
INVERSE SCALE FACTOR = 1.000115040
(FOR GRID TO SURFACE CONVERSION)

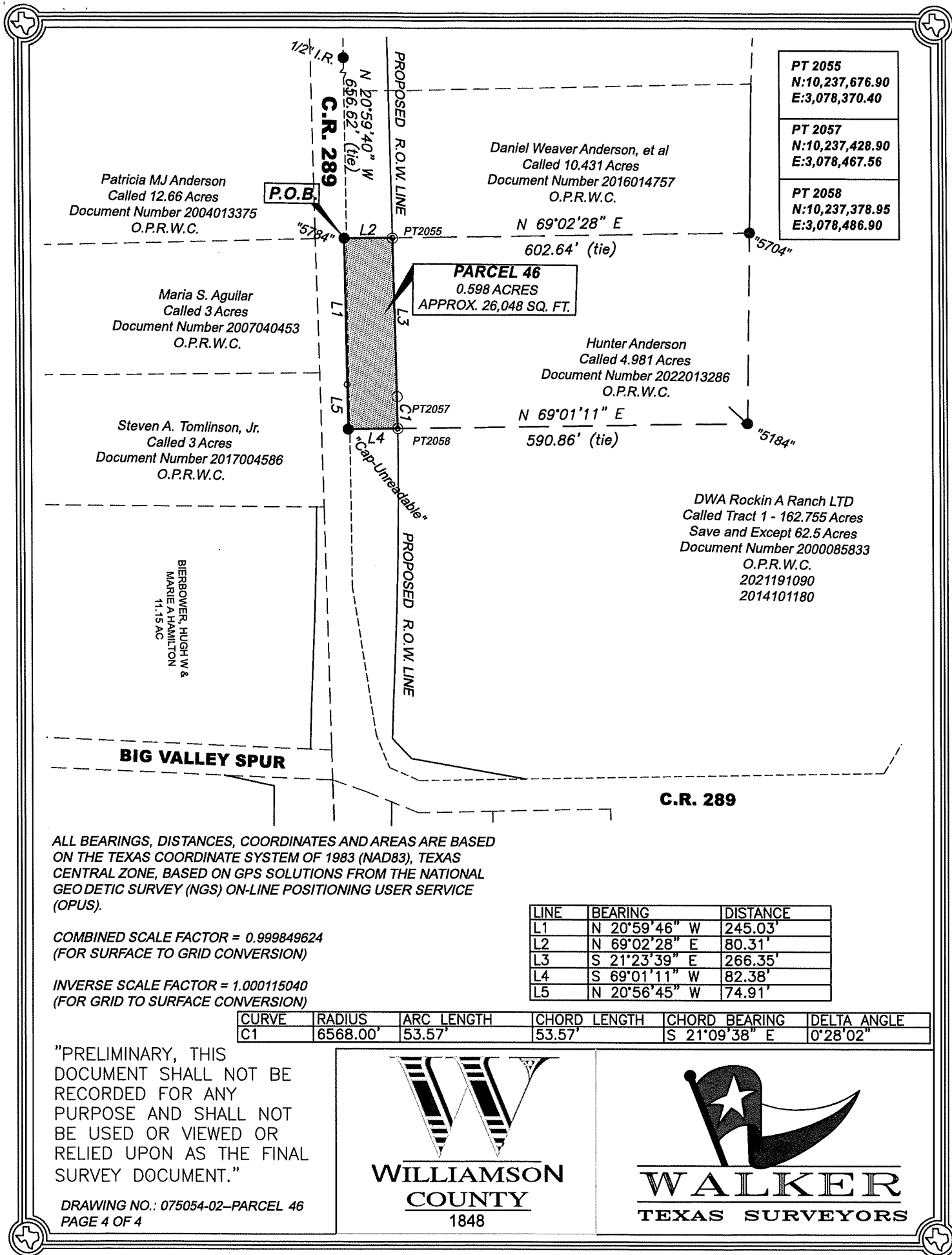
"PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS THE FINAL SURVEY DOCUMENT."

THIS SURVEY WAS PERFORMED WITHOUT BENEFIT OF A TITLE COMMITMENT AND NO TITLE SEARCH WAS PERFORMED BY THE SURVEYOR. THERE MAY BE EASEMENTS OR OTHER INSTRUMENTS PERTAINING TO THIS PROPERTY THAT ARE NOT SHOWN HEREON.

WALKER TEXAS SURVEYORS, INC.
P.O. BOX 324
CEDAR PARK, TEXAS 78630
(512) 259-3361
T.B.P.L.S. FIRM NO. 10103800

DATE OF SURVEY: OCTOBER, 2022
DRAWING NO.: 0750504-02-PARCEL 46
PROJECT NO.: 0750504
DRAWN BY: MLH
PAGE 3 OF 4





ALL BEARINGS, DISTANCES, COORDINATES AND AREAS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), TEXAS CENTRAL ZONE, BASED ON GPS SOLUTIONS FROM THE NATIONAL GEODETIC SURVEY (NGS) ON-LINE POSITIONING USER SERVICE (OPUS).

COMBINED SCALE FACTOR = 0.999849624
(FOR SURFACE TO GRID CONVERSION)

INVERSE SCALE FACTOR = 1.000115040
(FOR GRID TO SURFACE CONVERSION)

LINE	BEARING	DISTANCE
L1	N 20°59'46" W	245.03'
L2	N 69°02'28" E	80.31'
L3	S 21°23'39" E	266.35'
L4	S 69°01'11" W	82.38'
L5	N 20°56'45" W	74.91'

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	6568.00'	53.57'	53.57'	S 21°09'38" E	0°28'02"

"PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS THE FINAL SURVEY DOCUMENT."

DRAWING NO.: 075054-02-PARCEL 46
PAGE 4 OF 4

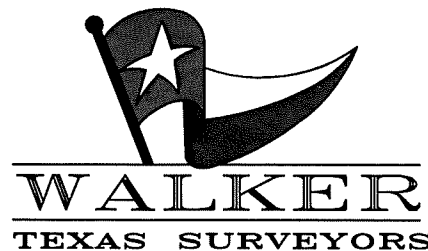


Exhibit "B"

Parcel 46

DEED
CR 255

THE STATE OF TEXAS

§

§

COUNTY OF WILLIAMSON

§

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:

That **HUNTER ANDERSON**, 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"):

A description of 0.598 acres (approximately 26,048 sq. Ft.) In the James Northcross survey, abstract no. 478, Williamson county, Texas, being a portion that certain called 4.981-acre tract of land conveyed to hunter Anderson, in a deed dated January 31, 2022, and recorded in document no. 2022013286 of the official public records of Williamson county, Texas; said 0.598 acres being more particularly described by metes and bounds in exhibit "a" attached hereto and incorporated herein **(parcel 46)**;

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the Property, to wit: NONE

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show;

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of CR 255.

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 _____, 2023.

[signature page follows]

GRANTOR:

Hunter Anderson

ACKNOWLEDGMENT

STATE OF TEXAS

§

§

COUNTY OF _____

§

This instrument was acknowledged before me on this the _____ day of _____, 2023
by Hunter Anderson 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
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:

Sheets & Crossfield, P.L.L.C.
309 East Main
Round Rock, Texas 78664

Commissioners Court - Regular Session**43.****Meeting Date:** 01/24/2023

CR 255 Purchase Contract

Submitted For: Charlie Crossfield**Submitted By:** Charlie Crossfield, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on a real estate contract with Nancy T. Luong for 0.281 acres needed as right of way on CR 255 (Parcel 23). Funding Source: Long Range Transportation P457

Background

Fiscal Impact

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

Attachments

Contract

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 01/19/2023

Reviewed By

Becky Pruitt

Date

01/19/2023 08:30 AM

Started On: 01/18/2023 02:54 PM

REAL ESTATE CONTRACT

CR 255 Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **NANCY T. LUONG** (referred to in this Contract as "Seller", whether one or more) and **WILLIAMSON COUNTY, TEXAS** (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

All of that certain 0.281-acre (12,246 square foot) tract of land, out of and situated in the James Northcross Survey, Abstract No. 478, in Williamson County, Texas, being a portion of Lot 4, Block A, North Vista Ranch Phase 1 Subdivision recorded in Document No. 2020065726 Plat Records of Williamson County, Texas, described in a deed to Nancy J. Luong recorded in Document No. 2021055429 official public records of Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 23**);

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements and fixtures situated on and attached to the Property described herein not otherwise retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II PURCHASE PRICE

Purchase Price

2.01. The Purchase Price for the Property interests described in Exhibit "A", any improvements thereon, and any damage to or cost of cure for the remaining property of Seller shall be the sum of THIRTY-SIX THOUSAND NINE HUNDRED EIGHTY and 00/100 Dollars (\$36,980.00).

Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash or other readily available 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

4.01. Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's knowledge:

(a) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than previously disclosed to Purchaser.

(b) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof.

4.02. The Property is being conveyed to Purchaser under threat of condemnation.

ARTICLE V CLOSING

Closing Date

5.01. The Closing shall be held at the office of Longhorn Title Company on or before February 10, 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 the right of way Property described in Exhibit "A", conveying such interest in and to the portion of the Property free and clear of any and all monetary liens and restrictions, except for the following:

- (a) General real estate taxes for the year of closing and subsequent years not yet due and payable.
- (b) Any exceptions approved by Purchaser pursuant to Article III hereof; and
- (c) Any exceptions approved by Purchaser in writing.

(2) The Deed shall be in the form as shown in Exhibit "B" attached hereto and incorporated herein.

(3) Provide reasonable assistance as requested, at no cost to Seller, to cause the Title Company to deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, in Grantee's favor in the full amount of the Purchase Price, insuring Purchaser's contracted interests in and to the permanent interests being conveyed in the Property subject only to 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".

(4) Deliver to Purchaser possession of the Property.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

- (a) Pay the cash portion of the Purchase Price.

Prorations

5.04. General real estate taxes for the then current year relating to the portion of the Property conveyed in fee shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing but shall otherwise remain the obligation of Seller to satisfy. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. Agricultural roll-back taxes, if any, which directly result from this Contract and conveyance shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

- (1) Owner's Title Policy and survey to be paid by Purchaser.
- (2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.
- (3) All other closing costs shall be paid by Purchaser.
- (4) Attorney's fees paid by each respectively.

ARTICLE VI BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

ARTICLE VII BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made, then Seller shall receive the amount of \$500 as liquidated damages for any failure by Purchaser.

ARTICLE VIII MISCELLANEOUS

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

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

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10 This Contract shall be effective as of the date it is approved by the Williamson County commissioners' court, which date is indicated beneath the County Judge's signature below.

Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

[signature page follows]

SELLER:

DocuSigned by:

DED14B3A0B6C45A...

Nancy T. Luong

Date: 1/17/2023

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
County Judge

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

Date: _____

EXHIBIT "A"



P. O. Box 324
Cedar Park, Texas 78630-0324
(512) 259-3361
T.B.P.L.S. Firm No. 10103800

0.281 ACRE RIGHT-OF-WAY PARCEL NO. 23

NANCY T. LUONG

**LOT 4, BLOCK A, NORTH VISTA RANCH PHASE I, FINAL PLAT
WILLIAMSON COUNTY, TEXAS**

A DESCRIPTION OF 0.281 ACRES (APPROXIMATELY 12,246 SQ. FT.) IN THE JAMES NORTHCROSS SURVEY, ABSTRACT NO. 478, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 4, BLOCK A, NORTH VISTA RANCH, PHASE 1, FINAL PLAT, A SUBDIVISION OF RECORD IN DOCUMENT NO. 2020065726 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, CONVEYED TO NANCY T. LUONG IN A WARRANTY DEED DATED APRIL 15, 2021 AND RECORDED IN DOCUMENT NO. 2021055429 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 0.281 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½ inch iron rod with cap marked "Matkin-Hoover-Surveying & Eng." Found in the existing east right-of-way line of County Road 255 (right-of-way width varies), for the southwest corner of Lot 4 and the Southwest corner of the herein described tract of land, also being the northwest corner of said Lot 3, from which a 1/2" iron rod with "Matkin-Hoover-Surveying & Eng" cap found in the existing east right-of-way line of County Road 255 at the southwest corner of Lot 3, bears South 20°37'55" East, a distance of 222.57 feet;

THENCE North 20°39'51" West With the west line of said Lot 4, the east right-of-way line of said County Road 255 a distance of 242.61 feet to the northwest corner of the herein described tract, from which a 1/2" iron rod with "Matkin-Hoover-Surveying & Eng" cap found at the Northeast corner of said lot 5 bears South 70°46'48" West a distance of 33.97 feet;

THENCE North 70°49'56" East with the North line of said Lot 4, a distance of 49.34 feet to the northeast corner of the herein described tract a set ½ inch iron rod with cap marked "Walker 5283", from which a 1/2" iron rod with "Matkin-Hoover-Surveying &

Eng" cap found at the most northerly northeast corner of said Lot 4, the northwest corner of Lot 5 bears North 70°46'08" East a distance of 45.14 feet;

THENCE South 20°05'16" East across said Lot 4 a distance of 267.11 feet to the Southeast corner of the herein described tract a ½ inch iron rod with cap marked "Walker 5283" set in the South line of said Lot 4 the North line of Lot 3 from which a ½ inch iron rod with cap marked "Matkin-Hoover-Surveying & Eng." Found at the southeast corner of said Lot 3 bears South 81°44'00" East a distance of 287.78 feet;

THENCE North 81°44'00" West with the South line of said Lot 4 and the North line of Lot 3 a distance of 53.29 feet to the **POINT OF BEGINNING**, containing 0.281 acres of land more or less.

All bearings, distances, coordinates, and areas shown are The Texas Coordinate System of 1983 (NAD83), Texas Central Zone, based on GPS solutions from the National Geodetic Survey (NGS)

On-Line Positioning User Service (OPUS). Attachments:

Survey Drawing No. 075054-02-PARCEL 23.

"PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS THE FINAL SURVEY DOCUMENT."

Charles G. Walker Date
Registered Professional Land Surveyor
State of Texas No. 5283
Walker Texas Surveyors, Inc.
T.B.P.L.S. FIRM NO. 10103800

SKETCH TO ACCOMPANY A DESCRIPTION OF 0.281 ACRES (APPROXIMATELY 12,246 SQ. FT.) IN THE JAMES NORTHCROSS SURVEY, ABSTRACT NO. 478, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 4, BLOCK A, FINAL PLAT OF NORTH VISTA RANCH, PHASE 1, SUBDIVISION, A SUBDIVISION OF RECORD IN DOCUMENT NO. 2020065726 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, CONVEYED TO NANCY T. LUONG IN A WARRANTY DEED DATED APRIL 15, 2021 AND RECORDED IN DOCUMENT NO. 2021055429 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

LINE	BEARING	DISTANCE
L1	N 20°39'51" W	242.61'
L2	N 70°49'56" E	49.34'
L3	S 20°05'16" E	267.11'
L4	N 81°44'00" W	53.29'

LEGEND

- 1/2" IRON ROD WITH "WALKER 5283" CAP SET
- 1/2" IRON ROD FOUND (UNLESS NOTED OTHERWISE)
- _{M-H-S} 1/2" IRON ROD FOUND WITH CAP MARKED
"MATKIN-HOOVER-SURVEY&ENG"
- Δ CALCULATED POINT
- P.R.W.C.T. PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS
- O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
- O.R.W.C.T. OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
- X— FENCE LINE
- () RECORD INFORMATION

ALL BEARINGS, DISTANCES, COORDINATES AND AREAS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), TEXAS CENTRAL ZONE, BASED ON GPS SOLUTIONS FROM THE NATIONAL GEODETIC SURVEY (NGS) ON-LINE POSITIONING USER SERVICE (OPUS).

COMBINED SCALE FACTOR = 0.999849624
(FOR SURFACE TO GRID CONVERSION)

INVERSE SCALE FACTOR = 1.000115040
(FOR GRID TO SURFACE CONVERSION)

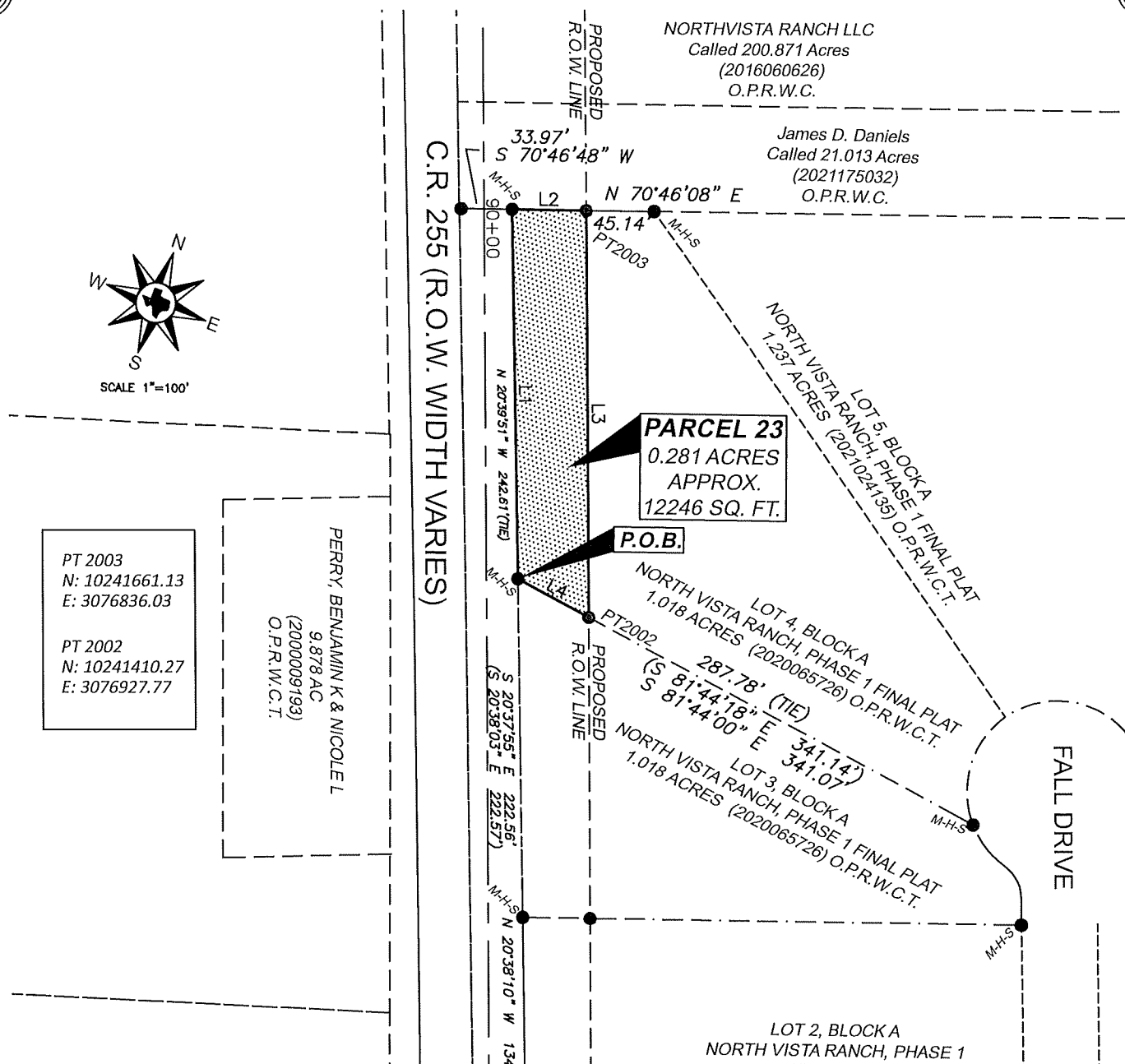
"PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS THE FINAL SURVEY DOCUMENT."

THIS SURVEY WAS PERFORMED WITHOUT BENEFIT OF A TITLE COMMITMENT AND NO TITLE SEARCH WAS PERFORMED BY THE SURVEYOR. THERE MAY BE EASEMENTS OR OTHER INSTRUMENTS PERTAINING TO THIS PROPERTY THAT ARE NOT SHOWN HEREON.

WALKER TEXAS SURVEYORS, INC.
P.O. BOX 324
CEDAR PARK, TEXAS 78630
(512) 259-3361
T.B.P.L.S. FIRM NO. 10103800

DATE OF SURVEY: OCTOBER, 2022
DRAWING NO.: 0750504-02-PARCEL 23
PROJECT NO.: 0750504
DRAWN BY: MLH
PAGE 3 OF 4





"PRELIMINARY, THIS DOCUMENT SHALL NOT BE
RECORDED FOR ANY PURPOSE AND SHALL NOT
BE USED OR VIEWED OR RELIED UPON AS
THE FINAL SURVEY DOCUMENT."



Exhibit "B"

Parcel 23

DEED
County Road 255 Right of Way

THE STATE OF TEXAS

§

COUNTY OF WILLIAMSON

§

§

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:

That **NANCY T. LUONG** hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto **WILLIAMSON COUNTY, TEXAS**, all that certain tract or parcel of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows (the "Property"):

All of that certain 0.281-acre (12,246 square foot) tract of land, out of and situated in the James Northcross Survey, Abstract No. 478, in Williamson County, Texas, being a portion of Lot 4, Block A, North Vista Ranch Phase 1 Subdivision recorded in Document No. 2020065726 Plat Records of Williamson County, Texas, described in a deed to Nancy J. Luong recorded in Document No. 2021055429 official public records of Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 23**);

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the Property, to wit: NONE

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show;

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of County Road 255.

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 _____, 2023.

[signature page follows]

GRANTOR:

Nancy T. Luong

ACKNOWLEDGMENT

STATE OF TEXAS

§

§

COUNTY OF _____

§

This instrument was acknowledged before me on this the day of , 2023
by Nancy T. Luong in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

Sheets & Crossfield, PLLC
309 East Main
Round Rock, Texas 78664

GRANTEE'S MAILING ADDRESS:

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

AFTER RECORDING RETURN TO:

Commissioners Court - Regular Session**44.****Meeting Date:** 01/24/2023

CR 255 Purchase Contract

Submitted For: Charlie Crossfield**Submitted By:** Charlie Crossfield, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on a real estate contract with Traci Nguyen for 0.190 acres needed as right of way on CR 255 (Parcel 31). Funding Source: Long Range Transportation P457

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

contract

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 01/19/2023

Reviewed By

Becky Pruitt

Date

01/19/2023 08:31 AM

Started On: 01/18/2023 02:55 PM

REAL ESTATE CONTRACT

CR 255 Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **TRACI NGUYEN** (referred to in this Contract as "Seller", whether one or more) and **WILLIAMSON COUNTY, TEXAS** (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

**ARTICLE I
PURCHASE AND SALE**

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

All of that certain 0.190-acre (8,258 square foot) tract of land, out of and situated in the James Northcross Survey, Abstract No. 478, in Williamson County, Texas, being a portion of Lot 7, Block B, North Vista Ranch Phase 1 Subdivision recorded in Document No. 20200657265 Plat Records of Williamson County, Texas, described in a deed to Traci Nguyen recorded in Document No. 2021053711 official public records of Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 31**);

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements and fixtures situated on and attached to the Property described herein not otherwise retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

**ARTICLE II
PURCHASE PRICE**

Purchase Price

2.01. The Purchase Price for the Property interests described in Exhibit "A", any improvements thereon, and any damage to or cost of cure for the remaining property of Seller shall be the sum of TWENTY-FIVE THOUSAND ONE HUNDRED NINETY and 00/100 Dollars (\$25,190.00).

Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash or other readily available 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**

4.01. Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's knowledge:

- (a) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than previously disclosed to Purchaser.
- (b) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof.

4.02. The Property is being conveyed to Purchaser under threat of condemnation.

**ARTICLE V
CLOSING**

Closing Date

5.01. The Closing shall be held at the office of Texas National Title Company on or before February 10, 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 the right of way Property described in Exhibit "A", conveying such interest in and to the portion of the Property free and clear of any and all monetary liens and restrictions, except for the following:

- (a) General real estate taxes for the year of closing and subsequent years not yet due and payable.
- (b) Any exceptions approved by Purchaser pursuant to Article III hereof; and
- (c) Any exceptions approved by Purchaser in writing.

(2) The Deed shall be in the form as shown in Exhibit "B" attached hereto and incorporated herein.

(3) Provide reasonable assistance as requested, at no cost to Seller, to cause the Title Company to deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, in Grantee's favor in the full amount of the Purchase Price, insuring Purchaser's contracted interests in and to the permanent interests being conveyed in the Property subject only to 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".
- (4) Deliver to Purchaser possession of the Property.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

- (a) Pay the cash portion of the Purchase Price.

Prorations

5.04. General real estate taxes for the then current year relating to the portion of the Property conveyed in fee shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing but shall otherwise remain the obligation of Seller to satisfy. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. Agricultural roll-back taxes, if any, which directly result from this Contract and conveyance shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

- (1) Owner's Title Policy and survey to be paid by Purchaser.
- (2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.
- (3) All other closing costs shall be paid by Purchaser.
- (4) Attorney's fees paid by each respectively.

ARTICLE VI BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

ARTICLE VII BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made, then Seller shall receive the amount of \$500 as liquidated damages for any failure by Purchaser.

ARTICLE VIII MISCELLANEOUS

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

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

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10 This Contract shall be effective as of the date it is approved by the Williamson County commissioners' court, which date is indicated beneath the County Judge's signature below.

Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

[signature page follows]

SELLER:

DocuSigned by:



21794EDF2554472...

Traci Nguyen

Date: 1/12/2023

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
County Judge

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

Date: _____

Exhibit "A"



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

**0.190 ACRE RIGHT-OF-WAY PARCEL NO. 31
TRACI NGUYEN
LOT 7, BLOCK B, NORTH VISTA RANCH PHASE I, FINAL PLAT
WILLIAMSON COUNTY, TEXAS**

A DESCRIPTION OF 0.190 ACRES (APPROXIMATELY 8,258 SQ. FT.) IN THE JAMES NORTHCROSS SURVEY, ABSTRACT NO. 478, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 7, BLOCK B, NORTH VISTA RANCH, PHASE 1, FINAL PLAT, A SUBDIVISION OF RECORD IN DOCUMENT NO. 20200657265 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, TRACI NGUYEN, IN A WARRANTY DEED DATED APRIL 13, 2021, AND RECORDED IN DOCUMENT NO. 2021053711 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 0.190 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½ inch iron rod with cap marked "Matkin-Hoover-Surveying & Eng." Found in the existing east right-of-way line of County Road 255 (right-of-way width varies), for the southwest corner of Lot 8, Block B and the northwest corner of the herein described tract of land, also being the northwest corner of said Lot 7, Block B, from which a 1/2" iron rod with "Matkin-Hoover-Surveying & Eng" cap found in the existing east right-of-way line of County Road 255 at the southwest corner of Lot 9, Block B, bears North 20°37'04" West, a distance of 195.27 feet;

THENCE North 52°17'37" East, with the north line of said Lot 7 and the South line of Lot 8 a distance of 32.98 feet to the northeast corner of the herein described tract a set ½ inch iron rod with cap marked "Walker 5283" from which a ½ inch iron rod with cap marked "Matkin-Hoover-Surveying & Eng." Found at the northeast corner of said Lot 7 bears North 52°17'37" East a distance of 278.28 feet;

THENCE South 17°55'33" East across said Lot 7 a distance of 366.69 feet to The most easterly southeast corner of the herein described tract ½ inch iron rod with cap marked "Walker 5283" set in the Southeast line of said Lot 7, from which the Northeast corner of said Lot 7 bears North 15° 28' 50" East a distance of 516.96 feet;

THENCE South 15°28'50" West with the Southeast line of said Lot 7 a distance of 1.79 feet to the Southeast corner of Lot 7 and the Southwest corner of Lot 6, Block B, a ½ inch iron rod with cap marked "Matkin-Hoover-Surveying & Eng." Found in the Northwesterly line of that certain called 200.871 acre tract conveyed to North Vista Ranch LLC in document number 2016060626, Official Public Records, Williamson County, Texas;

THENCE South 46°58'37" West with the south line of said Lot 7 a distance of 8.52 feet to the Southwest corner of the herein described tract, the Southwest corner of said Lot 7, a ½ inch iron rod with cap marked "Matkin-Hoover-Surveying & Eng." Found in the East right-of-way of said County Road 255;

THENCE in a Northwesterly direction along a curve to the right an arc distance of 16.58 feet, (having a radius of 25.00 feet, a cord bearing of North North 39°44'51" West, a chord distance of 16.27 feet, a delta angle of 37°59'27") to a ½ inch iron rod with cap marked "Matkin-Hoover-Surveying & Eng." Found in the East right-of-way of said County Road 255;

THENCE North 20°37'25" West with the West line of said Lot 7 and the East right of way line of said County Road 255 a distance of 345.91 feet to the **POINT OF BEGINNING**, containing 0.190 acres of land more or less.

All bearings, distances, coordinates, and areas shown are The Texas Coordinate System of 1983 (NAD83), Texas Central Zone, based on GPS solutions from the National Geodetic Survey (NGS) On-Line Positioning User Service (OPUS). Attachments: Survey Drawing No.075054-02-PARCEL 31.

"PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS THE FINAL SURVEY DOCUMENT."

Charles G. Walker Date
Registered Professional Land Surveyor
State of Texas No. 5283
Walker Texas Surveyors, Inc.
T.B.P.L.S. FIRM NO. 10103800

SKETCH TO ACCOMPANY A DESCRIPTION OF 0.190 ACRES (APPROXIMATELY 8,258 SQ. FT.) IN THE JAMES NORTHCROSS SURVEY, ABSTRACT NO. 478, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 7, BLOCK B, FINAL PLAT OF NORTH VISTA RANCH, PHASE 1, SUBDIVISION, A SUBDIVISION OF RECORD IN DOCUMENT NO. 2020065726 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, CONVEYED TO TRACI NGUYEN, IN A WARRANTY DEED DATED APRIL 13, 2021- AND RECORDED IN DOCUMENT NO. 2021053711 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

LINE	BEARING	DISTANCE
L1	N 52°17'37" E	32.98'
L2	S 17°55'33" E	366.69'
L3	S 15°28'50" W	1.79'
L4	S 46°58'37" W	8.52'
L5	N 20°37'25" W	345.91'

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	25.00'	16.58'	16.27'	N 39°44'51" W	37°59'27"

LEGEND

- 1/2" IRON ROD WITH "WALKER 5283" CAP SET
- 1/2" IRON ROD FOUND (UNLESS NOTED OTHERWISE)
- M-H-S 1/2" IRON ROD FOUND WITH CAP MARKED "MATKIN-HOOVER-SURVEY&ENG"
- △ CALCULATED POINT
- P.R.W.C.T. PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS
- O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
- O.R.W.C.T. OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
- X— FENCE LINE
- () RECORD INFORMATION

ALL BEARINGS, DISTANCES, COORDINATES AND AREAS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), TEXAS CENTRAL ZONE, BASED ON GPS SOLUTIONS FROM THE NATIONAL GEODETIC SURVEY (NGS) ON-LINE POSITIONING USER SERVICE (OPUS).

COMBINED SCALE FACTOR = 0.999849624
(FOR SURFACE TO GRID CONVERSION)

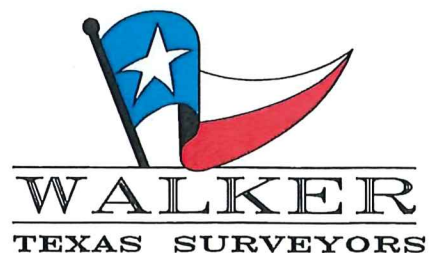
INVERSE SCALE FACTOR = 1.000115040
(FOR GRID TO SURFACE CONVERSION)

"PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS THE FINAL SURVEY DOCUMENT."

THIS SURVEY WAS PERFORMED WITHOUT BENEFIT OF A TITLE COMMITMENT AND NO TITLE SEARCH WAS PERFORMED BY THE SURVEYOR. THERE MAY BE EASEMENTS OR OTHER INSTRUMENTS PERTAINING TO THIS PROPERTY THAT ARE NOT SHOWN HEREON.

WALKER TEXAS SURVEYORS, INC.
P.O. BOX 324
CEDAR PARK, TEXAS 78630
(512) 259-3361
T.B.P.L.S. FIRM NO. 10103800

DATE OF SURVEY: OCTOBER, 2022
DRAWING NO.: 0750504-02-PARCEL 31
PROJECT NO.: 0750504
DRAWN BY: MLH
PAGE 3 OF 4



CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	25.00'	16.58'	16.27'	N 39°44'51" W	37°59'27"

Exhibit "B"

Parcel 31

DEED
County Road 255 Right of Way

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

§
§
§

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:

That **TRACI NGUYEN** hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto **WILLIAMSON COUNTY, TEXAS**, all that certain tract or parcel of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows (the "Property"):

All of that certain 0.190-acre (8,258 square foot) tract of land, out of and situated in the James Northcross Survey, Abstract No. 478, in Williamson County, Texas, being a portion of Lot 7, Block B, North Vista Ranch Phase 1 Subdivision recorded in Document No. 20200657265 Plat Records of Williamson County, Texas, described in a deed to Traci Nguyen recorded in Document No. 2021053711 official public records of Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 31**);

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the Property, to wit: NONE

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show;

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances)

presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of County Road 255.

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 _____, 2023.

[signature page follows]

GRANTOR:

Traci Nguyen

ACKNOWLEDGMENT

STATE OF TEXAS

§

§

COUNTY OF _____

§

This instrument was acknowledged before me on this the ____ day of _____, 2023 by Traci Nguyen in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

Sheets & Crossfield, PLLC
309 East Main
Round Rock, Texas 78664

GRANTEE'S MAILING ADDRESS:

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

AFTER RECORDING RETURN TO:

Commissioners Court - Regular Session**45.****Meeting Date:** 01/24/2023

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
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Attachments*No file(s) attached.*

Form Review**Inbox**

County Judge Exec Asst. (Originator)

Form Started By: Becky Pruitt

Final Approval Date: 01/12/2023

Reviewed By

Becky Pruitt

Date

01/12/2023 08:20 AM

Started On: 01/10/2023 04:11 PM

Commissioners Court - Regular Session

46.

Meeting Date: 01/24/2023

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
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Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 01/19/2023

Reviewed By

Becky Pruitt

Date

01/19/2023 08:34 AM

Started On: 01/18/2023 02:56 PM

Commissioners Court - Regular Session**47.****Meeting Date:** 01/24/2023

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
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Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 01/19/2023

Reviewed By

Becky Pruitt

Date

01/19/2023 09:07 AM

Started On: 01/18/2023 02:57 PM